



**AGENDA
CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS
5803 THUNDERBIRD
LAGO VISTA, TX
JUNE 6, 2024 AT 5:30 PM**

JOIN MEETING VIA VIDEO CONFERENCE

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

<https://meet.goto.com/698049493>

You can also dial in using your phone.

United States: +1 (224) 501-3412

Access Code: 698-049-493

CALL TO ORDER, CALL OF ROLL

Kevin Sullivan, Mayor

Chelaine Marion, Mayor Pro-Tem

Shane Saum, Council Member

Stephanie Smith, Council Member

Rob Durbin, Council Member

Paul Roberts, Council Member

Paul Prince, 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). (Texas Government Code Section 551.071)

B. Consultation with Legal Counsel to discuss acquisition of property by the City for Municipal purposes. (Government Code Section 551.071 and Government Code Section 551.072)

C. Discussion regarding the evaluation of the City Manager. (Government Code Section 551.074)

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

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

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

B. Consultation with Legal Counsel to discuss acquisition of property by the City for Municipal purposes. (Government Code Section 551.071 and Government Code Section 551.072)

C. Discussion regarding the evaluation of the City Manager. (Government Code Section 551.074)

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.
2. Routine Reports from City Council Board/Commission/Committee Liaisons.
 - Economic Development Advisory Committee, Councilor Saum
 - Golf Course Advisory Committee, Councilor Saum
 - Governmental Affairs, Councilor Saum
 - Water Issues; Lower Colorado River Authority Board, Texas Water Development Board, and other entities as appropriate; Councilor Saum
 - Parks & Recreation Advisory Committee, Councilor Smith
 - Turnback Canyon Trail Conservancy, Councilor Smith
 - Airport Advisory Board, Councilor Durbin
 - Planning & Zoning Commission, Councilor Durbin
 - Board of Adjustment, Mayor Pro Tem Marion
 - Lago Vista Independent School District, Mayor Pro Tem Marion
 - Lago Vista Starry Skies, Mayor Pro Tem Marion

- Building and Standards Commission, Councilor Roberts
- Library Advisory Board, Councilor Prince
- Lago Vista Property Owner's Association, Councilor Prince
- Youth Advisory Committee, Mayor Sullivan
- Keep Lago Vista Beautiful, Mayor Sullivan
- Capital Area Council of Governments, Mayor Sullivan
- CapMetro, Mayor Sullivan
- Texas Department of Transportation, Mayor Sullivan

WORK SESSION

3. Discussion regarding the scope, function, and authority of the Parks and Recreation Advisory Committee (PRAC) and its relationship to staff and Keep Lago Vista Beautiful (KLVB).
4. Update and discussion on the development and implementation of child protection training relevant to city staff and volunteers involved in activities associated with the city that would bring them in contact with children.

CONSENT AGENDA

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

5. Consider approval of the May 2, 2024, regular meeting minutes.
6. Consider approval of the May 13, 2024, special called meeting minutes.
7. Consider approval of Resolution 24-2060; a resolution of the City Council of the City of Lago Vista, Texas cancelling the Regular City Council Meeting scheduled for July 4, 2024.
8. Consider approval of Resolution 24-2061; a resolution by the City Council of the City of Lago Vista, Texas appointing and determining the service terms of two new alternate members to the Board of Adjustment.
9. Consider approval of the award of RFQ 24-04 for LED Monument Sign (RM 1431 Eastbound), to Vistago Print in the amount of \$95,675; and authorize the City Manager to execute an agreement for such services.
10. Consider approval of the award of RFP 24-07 for City of Lago Vista Golf Course Irrigation System to Duininck Golf in the amount of \$4,713,590.00; and authorize the City Manager to execute an agreement for such services.
11. Consider approval of a cost increase to the pool repairs being completed by 360 Aquatics in the amount of \$37,885.00.

12. Consider approval to request the Building and Standards Commission review and provide input regarding a potential amendment to Article 3.800 of Chapter 3, which addresses Outdoor or Exterior Lighting.

PUBLIC HEARING AND POSSIBLE ACTION

13. Hold a Public Hearing for discussion, consideration, and possible action on Ordinance No. 24-06-06-01, an ordinance of the City of Lago Vista, Texas, to annex approximately 7.055 acres of land owned by Laverne Estates LP, adjacent and contiguous territory into the incorporated municipal boundaries of the City of Lago Vista, Texas including findings of fact; effective date; repealer; severability; and proper notice and open meetings clauses.
14. Hold a public hearing for discussion, consideration, and possible action on Ordinance No. 24-06-06-02, an ordinance of the City Council of Lago Vista, Texas amending the official zoning map by rezoning the property within the existing "Planned Development District" (PDD) known as the "Majestic", established by Ordinance No. 08-06-19-01, to the P-1B ("Developed Park, Active") zoning district.
15. Hold a public hearing for discussion, consideration, and possible action on Ordinance No. 24-06-06-03, an ordinance of the City Council of Lago Vista, Texas amending Section 3.123 of Chapter 3, and Sections 2.10, 5.30, and Section 5.40 of Chapter 14 of the Lago Vista Code of Ordinances to clarify regulations and exemptions related to minimum setback requirements.
16. Hold a public hearing for discussion, consideration, and possible action on Ordinance No. 24-06-06-04, an ordinance of the City Council of Lago Vista, Texas amending Section 11.40, Section 11.60, and Section 13.20 of Chapter 14 of the Lago Vista Code of Ordinances to establish formal minimum deadlines for zoning applications determined to be complete in order to be noticed for inclusion on the appropriate agenda.

ACTION ITEMS

17. Discussion, consideration, and possible action regarding grant transfer from Turnback Canyon Trail Conservatory to City of Lago Vista.
18. Discussion, consideration, and possible action regarding a review of the Interim Growth Policy.
19. Discussion, consideration, and possible action regarding rezoning of city owed properties.
20. Discussion, consideration, and possible action regarding the review and update to the Council Rules of Procedure.
21. Discussion, consideration, and possible action regarding call for applications for a Charter Review Committee.

22. Discussion, consideration, and possible action on Resolution 24-2062; a resolution of the City Council of Lago Vista, Texas, publicly censuring Mayor Kevin Sullivan for willful violation of the City Charter.
23. Discussion, consideration, and possible action regarding update on possible ordinance to protect property owners from squatters.

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 6:00 p.m. on the 30th day of May 2024.

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 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:	June 6, 2024
SUBMITTED BY:	Lucy Aldrich, City Secretary
SUBJECT:	Routine Reports from City staff.
FINANCIAL IMPACT:	N/A



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 6, 2024

SUBMITTED BY: Lucy Aldrich, City Secretary

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

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

FINANCIAL IMPACT: N/A



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 6, 2024

SUBMITTED BY: Sean Vance, Parks and Recreation

SUBJECT: Discussion regarding the scope, function, and authority of the Parks and Recreation Advisory Committee (PRAC) and its relationship to staff and Keep Lago Vista Beautiful (KLVB).

BACKGROUND: An ordinance adopted in April 2016 outlines the purpose and duties of the Parks and Recreation Advisory Committee (PRAC). However, there has been some confusion about PRAC's role according to the committee itself. An email from a PRAC member expressing these concerns is attached. This email highlights ambiguities between the roles of PRAC and Keep Lago Vista Beautiful (KLVB) and discusses how the committee can assist with budget constraints and funding for parks.

FINDINGS: Staff requests the City Council assist PRAC with understanding their roles and how they may recommend suggestions in the future.

FINANCIAL IMPACT: N/A

ATTACHMENTS:

[PRAC Advisory Committee Concerns.pdf](#)

[Sec 9.1600 Parks and Recreation Advisory Committee.pdf](#)

From: Charles Allinger <regnilla@gmail.com>

Sent: Thursday, May 9, 2024 1:51 PM

To: Stephanie Smith <CouncilPlace2@lagovistatexas.gov>; Andrew Gale, LVPOA PMC Mgr <andrew@lvpoa.org>

Subject: PRAC Advisory Committee Concerns

Hello Councilwoman Smith,

It has been brought to my attention by several members and staff, that there is severe miscommunication stunting the effectiveness of the advisory committee. We've already had one member (secretary) who has resigned, and are at risk of losing more members due to dysfunction and lack of clear scope.

Ask: Please consider getting this language on the agenda to address the questions and concerns below:

"Discussion, consideration, and possible action regarding the scope, function, and authority of the parks and recreation advisory committee and its relationship to staff and KLVB."

Our current scope is defined as:

1. Act as an advisory board to the council with respect to the use of parkland dedication funds or the acquisition of new parkland and the development of park facilities.
2. Study and evaluate the alternative potential parkland sites, and potential facilities to be developed and alternate uses of parkland dedication funds.
3. Develop and recommend a comprehensive master plan for park facilities which will guide the city in the acquisition of parkland and the development of park facilities in the city.
4. Provide input to the city staff, the planning and zoning commission and the city council on potential parkland acquisition and facility projects to be considered for inclusion in the city's five-year capital improvement program.
5. Perform any other planning and development-related functions as required by or requested by the council.

Here are several examples where we lack clarity:

Scope

- Scope #2,3,4 is being fulfilled primarily by a third party at this time.
- A comprehensive plan and vision for the city was submitted in 2022 and no action was taken to proceed with any of the recommendations.
- Recently, PRAC developed a comprehensive plan for city parks, capital improvement projects, and identified additional spaces to be rezoned. We have

been advised that it would not be considered due to the third party engaged in developing the masterplan. **(PPT Attached)**

- **Questions:**
 - Since the majority of our scope is defunct, can the council give us direction on what specific planning and development functions they'd like us to focus on in fy24 and fy25?

Function

- Currently, the rules of procedure are not being followed during the meeting and it is causing disorganized discussion.
- The chairwoman has stated we must get approval to use the 15k in funds allocated by way of council presentation and approval in open meeting.
- In contrast, staff has relayed that the 15k is actually set aside in Parks and Recreation budget, and we are only to advise the staff Director on how to use it.
- At this stage, due to headcount/budget shortages, staff has expressed that the additional work orders and ongoing maintenance required by pocket park would not be feasible.
- In anycase, We have identified a plan for a "pocket park" in existing parkland property Bonanza, per the city council's request; This was built with the idea that \$15k was the only allocation we have. **(PPT Attached)**
- **Questions:**
 - Do we need to follow the rules of procedure?
 - From whom do we seek use of existing allocation (\$15K)?
 - Who can grant additional allocation, using which pro forma?
 - What is the appropriate size, scope, scale of projects we may request additional allocation in fy24 and fy25?
 - How may we address this staffing shortage?
 - How may we leverage the Tree Fund?

Authority

- While KLVB is incredibly impactful, they are acting effectively as a "shadow" parks and recreation advisory committee, and making PRAC scope #1 redundant.
- KLVB has informed PRAC during our April meeting that Bowden Point is under their purview and advised us not to make any recommendation to council; while not a zoned park, it is well understood that it is an acting park.
- Every meeting, we get regular reports from acting Director of Parks and Recreation, Sean, who highlights concerns, opportunities, and staff constraints. We don't have authority to act on any of it.
- **Questions:**
 - Can the council clarify the boundaries of PRAC and KLVB to eliminate redundancy?

- What exactly is an advisory committee supposed to do with staff reports (considering our add-on advisory is moot in an environment with limited budget and headcount)?

Closing Summary

With no clear scope, function, or authority we are not in any shape or form able to be impactful. I plead with you to propagate an actionable scope discussion on the Parks and Recreation Advisory Committee.

Best Regards,

--

Charles Allinger

832-628-3014

Regnilla@gmail.com

ARTICLE 9.1600 PARKS AND RECREATION ADVISORY COMMITTEE

Sec 9.1601 Creation And Purpose

Sec 9.1602 Membership, Appointment And Removal

Sec 9.1603 Terms Of Office

Sec 9.1604 Organization

Sec 9.1605 Duties And Powers

Sec 9.1606 Meeting, Quorum And Voting

Sec 9.1607 Disqualification From Voting

Sec 9.1601 Creation And Purpose

A parks and recreation advisory committee is hereby established to perform such duties and functions as are required or authorized by the city council and this enabling article. The parks and recreation advisory committee shall:

- (a) Act as an advisory committee to the council with respect to the use of parkland, parkland dedication funds, the acquisition of new parkland and the development of park facilities.
- (b) Study and evaluate alternative potential sites for parks and potential park and recreational facilities to be developed.
- (c) Develop and recommend as well as maintain a park and recreational facilities master plan which will guide the city in the acquisition of parkland and the development of park and recreational facilities.
- (d) Perform any other planning and development related functions as required or requested by the city council.

Sec 9.1602 Membership, Appointment And Removal

- (a) The parks and recreation advisory committee shall be composed of seven (7) qualified electors of the city and shall be organized and exercise such advisory functions as prescribed herein and by city ordinances.
- (b) The city council will consider for appointment to the committee only those persons who have demonstrated their civic interest; general knowledge of the community, independent judgment, interest in parks and recreation, and availability to prepare for and attend necessary meetings. It is the intent of the city council that members shall, by reason of diversity of their occupations, backgrounds, and experience, constitute a committee which is broadly representative of the community.
- (c) Removal of a member or members of the committee shall require approval by the council after receiving such recommendation from the committee based upon a vote recommending same by a majority of the members of the committee.

Sec 9.1603 Terms Of Office

- (a) The terms of four (4) of the members shall expire on January 1st of each odd-numbered year and the terms of the other three (3) members shall expire on January 1st of each even-numbered year.
- (b) The terms of all members of the committee shall be for a two-year term.
- (c) If a membership vacancy exists, the term of office may be filled by a person appointed by the city council to fill the vacancy for the time remaining for that vacancy.

- (d) No member shall be appointed for a term in excess of two years.
- (e) Newly appointed members shall be installed at the first regular or called committee meeting after their appointment.

Sec 9.1604 Organization

- (a) Officers shall be elected annually from among the board's membership at its first meeting in the new calendar year, with it being the first agenda item, and at such other times as these offices may become vacant.
- (b) In the absence of both the chair and vice-chair, the board shall elect a chair pro tem.
- (c) The board shall meet regularly and shall designate the time and place of its meetings.
- (d) The board shall adopt its own rules and procedures and keep a record of its proceedings consistent with the provisions of this article.

Sec 9.1605 Duties And Powers

The parks and recreation advisory committee shall act in an advisory capacity only, and shall have no power to bind the city by contract or otherwise; authorize expenditures out of the city's budget; hire, appoint or terminate staff; interfere with administrative or personnel affairs; nor create any other obligation on the part of the city.

- (a) It shall be the function of the committee to advise the city council concerning the operation, marketing, policies, and programs of the city's parks and recreational areas.
- (b) The committee shall make a semi-annual report to the city council on the status of the parks and recreation areas in December and June and shall include in the report a summary of its activities for the past six months and proposed program for the next six months.
- (c) The committee shall further be charged as follows:
 - (1) To assist in the development and maintenance of a parks master plan for the city, which will guide the city in the acquisition of parkland and the development of park and recreation facilities in the city.
 - (2) Act as an advisory committee to the council with respect to the use of parkland dedication funds or the acquisition of new parkland and the development of park and recreational facilities.
 - (3) To analyze and make recommendations concerning the long-range parks and recreation facility needs of the city.
 - (4) To provide opportunities for citizen input regarding appropriate parks and recreation facility needs of the city.
 - (5) Provide input to the city staff and the city council on potential parkland acquisition and facility projects to be considered for inclusion in the city's five year capital improvement program.
 - (6) To recommend names for parks and recreational facilities.
 - (7) To work in cooperation to the fullest extent possible with all property owners associations and Lago Vista Independent School District.
 - (8) To make periodic, but no less frequently than every six months, reports to the city council concerning the work of the committee and such special reports as may be

requested by the city council or as the committee may deem appropriate.

- (9) To carry out and perform such other matters as the city council may deem beneficial to the city.

Sec 9.1606 Meeting, Quorum And Voting

- (a) A quorum shall consist of four voting members present at a called regular or special meeting, duly posted in accordance with the Open Meetings Act, which is 72 hours before said meeting. The committee is advisory and requiring compliance with the Open Meetings Act does not modify the status of the committee. The chairperson, or designee, in coordination with the city manager, or designee, shall provide the city secretary with an agenda for the required 72-hour posting.
- (b) A motion may be made by any member of the committee.
- (c) A motion to recommend the city council take action or adopt a policy shall require four (4) favorable votes of the members.

Sec 9.1607 Disqualification From Voting

- (a) A member shall disqualify themselves from voting whenever they find that they have a personal or monetary interest in the matter under consideration, or that they will be directly affected by the recommendation of the committee or decision of the city council with regard to the matter under consideration.
- (b) A member may disqualify themselves from voting whenever any applicant, or their agent, has sought to influence the vote of the member on their application, other than in the public hearing.

(Ordinance 16-04-21-01 adopted 4/21/16)

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 6, 2024

SUBMITTED BY: Tracie Hlavinka, City Manager

SUBJECT: Update and discussion on the development and implementation of child protection training relevant to city staff and volunteers involved in activities associated with the city that would bring them in contact with children.

BACKGROUND: During the March 7th City Council meeting an agenda item pertaining to the developing and implementation of a child protective training program was discussed. The Council approved a motion to direct the City Manager to establish training that would include, but not be limited to:

- Recognizing signs of potential child abuse or exploitation.
- Proper procedures for reporting any concerns or suspicions.
- Understanding and adhering to appropriate boundaries when interacting with children.
- Conducting background checks for individuals involved in activities with children. (This can probably be completed by our HR department, but open to suggestions.)

FINDINGS: Staff reached out to the two agencies that were recommended by Councilor Saum in an email in late February. Both agencies referred us to other entities. Staff is also reaching out to others provided in the list of approved youth protection training agencies.

At this time, there has not been a training program decided on as many have not responded with enough information to evaluate.

Staff will continue to reach out to agencies to find a viable program for city staff and volunteers.

FINANCIAL IMPACT: No financial impact, at this time.

ATTACHMENTS:
[Supporting Documentation - Child Protective Training.pdf](#)

On a motion by Councilor Prince, seconded by Councilor Roberts, City Council voted 2 ayes Councilor Roberts and Councilor Prince in favor to 5 nays Mayor Sullivan, Mayor Pro Tem Marion, Councilor Saum, Councilor Smith and Councilor Durbin in opposition to approve Ordinance 24-03-07-05 with exclusions of the redline version in Section 1.100 and Section 6.200 and that an addition of allowing free use of the pool to veterans and to limit the maximum rental time of the pool to two hours. Mayor Pro Tem Marion requested an amendment to the motion to strike the option of renting the pool for private events. The amendment was not accepted by Councilor Prince. Motion failed.

On a motion by Councilor Durbin, seconded by Councilor Saum, City Council voted 4 ayes Mayor Sullivan, Councilor Saum, Councilor Durbin, and Councilor Roberts in favor to 3 nays Mayor Pro Tem Marion, Councilor Smith and Councilor Prince in opposition to table the ordinance until everything is added and a complete packet is provided. Motion carried.

3:47:25 – 4:08:50

14. Discussion, consideration, and possible action regarding the implementation of a Child Protection Training for city staff and volunteers.

Councilor Roberts presented the agenda item. City Attorney Cobby Caputo, Library Director Jan Steele and Police Chief Boshears were available to answer questions and provide additional information.

Mr. Stephen Liebel spoke on this agenda item.

On a motion by Councilor Roberts, seconded by Councilor Saum, City Council voted unanimously to approve directing the City Manager to develop and implement child protection training for all relevant city staff and volunteers involved in activities that bring them in contact with children. This training should include, but not be limited to recognizing signs of potential child abuse or exploitation, proper procedures for reporting any concerns or suspicions, understanding and adhering to appropriate boundaries when interacting with children, and conducting background checks for individuals involved in activities with children. The City Manager is requested to present a draft of the child protection training program within 90 days for review and approval by the City Council. Consideration should be given to budgetary requirements associated with the development and implementation of this training program. The City Manager may provide an estimated cost for Council review and discussion. The City Manager should also explore available grants or allocate necessary resources to support the development and implementation of the child safety training program. Motion carried.

4:08:52 – 4:25:20

15. Discussion, consideration, and possible action regarding a proposed online message board for City Council to utilize. Councilor Saum presented the agenda item.

On a motion by Councilor Saum, seconded by Mayor Pro Tem Marion, City Council voted unanimously providing direction to staff to give City Council some research and direction on how to implement an online message board and get back to City Council in 60 days; and, as amended by Councilor Prince and agreed to by Councilor Saum and Mayor Pro Tem Marion clarifying the online message board for use by City Council. Motion carried.

ADJOURNMENT

Mayor Sullivan adjourned the meeting at 10:59 p.m.

Tracie Hlavinka

From: Tracie Hlavinka
Sent: Wednesday, February 28, 2024 10:47 AM
To: Shane Saum; Paul Roberts; Kevin Sullivan
Subject: RE: Implementation of Child Protection Training for City Staff and Volunteers | March 7 Agenda

Thank you, Gentlemen.

I have printed the two webpages as Adobe PDF to put in the packet along with the list of approved trainings.

Tracie

From: Shane Saum <CouncilPlace1@lagovistatexas.gov>
Sent: Wednesday, February 28, 2024 10:38 AM
To: Paul Roberts <CouncilPlace5@lagovistatexas.gov>; Kevin Sullivan <Mayor@lagovistatexas.gov>; Tracie Hlavinka <Tracie.Hlavinka@lagovistatexas.gov>
Subject: Re: Implementation of Child Protection Training for City Staff and Volunteers | March 7 Agenda

Yes could we add these 2 website pages as examples of resources in Texas we could be reaching out to for ideas on how to tailor our potential program. And the printout discussed below. 3 documents total.

<https://www.dshs.texas.gov/youth-protection-training>

(Specifically can we also print out the document towards the top of this web page with approved trainings? Those contacts listed could be valuable.)

<https://centerforchildprotection.org/education/>

Shane R. Saum

City Council Place 1

City of Lago Vista

440.342.3723 (Mobile)

www.lagovistatexas.gov

5803 Thunderbird

Lago Vista, TX 78645

CONFIDENTIALITY NOTICE

The information in this email may be confidential and/or privileged. This email is intended to be reviewed by only the individual or organization named above. If you are not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any review, dissemination or copying of this email and its attachments, if any, or the information contained herein is prohibited. If you have received this email in error, please immediately notify the sender by return email and delete this email from your system.

From: Paul Roberts <CouncilPlace5@lagovistatexas.gov>
Sent: Wednesday, February 28, 2024 11:33:42 AM
To: Kevin Sullivan <Mayor@lagovistatexas.gov>; Tracie Hlavinka <Tracie.Hlavinka@lagovistatexas.gov>
Cc: Shane Saum <CouncilPlace1@lagovistatexas.gov>
Subject: RE: Implementation of Child Protection Training for City Staff and Volunteers | March 7 Agenda

Hi Kevin,

I can't think of anything else to add, perhaps examples from other cities. Shane, do you have any examples or other content that you'd like to add?

Thank you,

Paul Roberts
 Councilman, Place 5
 City of Lago Vista
 M) 512.431-5187
www.lagovistatexas.org
 5803 Thunderbird
 Lago Vista, TX 78645



ATTENTION PUBLIC OFFICIALS

A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

CONFIDENTIALITY NOTICE

The information in this email may be confidential and/or privileged. This email is intended to be reviewed by only the individual or organization named above. If you are not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any review, dissemination or copying of this email and its attachments, if any, or the information contained herein is prohibited. If you have received this email in error, please immediately notify the sender by return email and delete this email from your system.

From: Kevin Sullivan <Mayor@lagovistatexas.gov>
Sent: Wednesday, February 28, 2024 6:40 AM
To: Paul Roberts <CouncilPlace5@lagovistatexas.gov>; Tracie Hlavinka <Tracie.Hlavinka@lagovistatexas.gov>
Cc: Shane Saum <CouncilPlace1@lagovistatexas.gov>
Subject: RE: Implementation of Child Protection Training for City Staff and Volunteers | March 7 Agenda

Paul,

Tracie has this slated for March 7.

The deadline for any accompanying materials in the packet is noon today. Did either you or Shane have any materials you wanted to accompany this item? If so, they need to be to Tracie and Lucy by noon.

Best Regards,
 Kevin Sullivan
 Mayor, Lago Vista
mayor@lagovistatexas.gov
 (512) 698-5517

From: Paul Roberts <CouncilPlace5@lagovistatexas.gov>
Sent: Tuesday, February 27, 2024 4:08 PM
To: Kevin Sullivan <Mayor@lagovistatexas.gov>; Tracie Hlavinka <Tracie.Hlavinka@lagovistatexas.gov>
Cc: Shane Saum <CouncilPlace1@lagovistatexas.gov>
Subject: Implementation of Child Protection Training for City Staff and Volunteers | March 7 Agenda

Kevin / Tracie,

Can you please add an agenda item pursuant to the below for March 7th? Shane is my second [Shane, please confirm.] After last night's LVISD meeting, I think we should act as quickly as possible:

Agenda Item: Implementation of Child Protection Training for City Staff and Volunteers

Date: Feb 27, 2024

Objective: To Direct the City Manager to Develop Child Protection Training for City Staff and Volunteers Engaged in Activities Involving Children

Background:

In light of recent events and recognizing the importance of prioritizing the safety of children in our community, it is crucial that we take proactive measures to implement comprehensive child protection training for city staff and volunteers who may have interactions with children during city-sponsored events and activities.

Areas of Focus:

City-sponsored celebrations such as the 4th of July, Lago Fest, city parks, the city pool, the city golf course, the Youth Advisory Committee, and the city library are key areas where staff and volunteers may come into contact with children. Ensuring the safety and well-being of our youngest community members in these settings is paramount.

Proposal:

I propose that the City Council directs the City Manager to develop and implement child protection training for all relevant city staff and volunteers involved in activities that bring them in contact with children. This training should include, but not be limited to:

1. Recognizing signs of potential child abuse or exploitation.
2. Proper procedures for reporting any concerns or suspicions.
3. Understanding and adhering to appropriate boundaries when interacting with children.
4. Conducting background checks for individuals involved in activities with children.

Timeline:

The City Manager is requested to present a draft of the child protection training program within 60 days for review and approval by the City Council.

Benefits:

Implementing this training program will not only enhance the safety of our children during city-sponsored events but also demonstrate our commitment to fostering a secure and welcoming environment for families in our community.

Fiscal Impact:

Consideration should be given to budgetary requirements associated with the development and implementation of this training program. The City Manager may provide an estimated cost for Council review and discussion. The City Manager should also explore available grants or allocate necessary resources to support the development and implementation of the child safety training program.

Conclusion:

The safety and well-being of our children are of utmost importance. By taking this proactive step, we are reinforcing our commitment to creating a community where every child feels protected and valued.

I recommend that this agenda item be discussed and considered during our upcoming March 7, 2024, council meeting. Thank you for your attention to this critical matter.

Paul Roberts
Councilman, Place 5
City of Lago Vista
M) 512.431-5187
www.lagovistatexas.org
5803 Thunderbird
Lago Vista, TX 78645



ATTENTION PUBLIC OFFICIALS

A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

CONFIDENTIALITY NOTICE

The information in this email may be confidential and/or privileged. This email is intended to be reviewed by only the individual or organization named above. If you are not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any review, dissemination or copying of

this email and its attachments, if any, or the information contained herein is prohibited. If you have received this email in error, please immediately notify the sender by return email and delete this email from your system.

Tracie Hlavinka

From: Susan Price
Sent: Thursday, May 16, 2024 11:58 AM
To: chw@dshs.texas.gov
Cc: Tracie Hlavinka
Subject: Availability of Child Protection Training for Staff/Volunteers for the City of Lago Vista
Attachments: Child Protection Training Request.docx

Dear Sir/Madam:

At a recent City Council meeting for the City of Lago Vista, we covered an agenda item regarding the opportunity to develop and implement child protection training for all relevant city staff and volunteers involved in activities with children. Your organization was mentioned as a possible resource by one of our council members.

The training should include, but not be limited to:

1. Recognizing signs of potential child abuse or exploitation.
2. Proper procedures for reporting any concerns or suspicions.
3. Understanding and adhering to appropriate boundaries when interacting with children.
4. Conducting background checks for individuals involved in activities with children. (This can probably be completed by our HR department, but open to suggestions.)

We would be training between 30 to 40 staff members, with an on-going program for new hires and volunteers during events. As a result, on-line training or a webinar would be beneficial for future training opportunities.

We are open to your suggestions for training available, cost of said training, any possible grants available to help with costs that you may be aware of, and time needed to complete the program. It would be preferable for the first class to be in person in our library conference room in Lago Vista.

Please advise as soon as possible as to your recommendations. We wish to present a draft of the child protection training program in our June 6th City Council meeting.

Thank you for your consideration and guidance on this important topic.

Respectfully,

Susan Price
 Program Manager
 City of Lago Vista
 512.267.1155, ext. 132

Tracie Hlavinka

From: Susan Price
Sent: Thursday, May 16, 2024 12:15 PM
To: marketing@centerforchildprotection.org
Cc: Tracie Hlavinka
Subject: Availability of Child Protection Training for Staff/Volunteers for the City of Lago Vista
Attachments: Child Protection Training Request.docx

Dear Sir/Madam:

At a recent City Council meeting for the City of Lago Vista, we covered an agenda item regarding the opportunity to develop and implement child protection training for all relevant city staff and volunteers involved in activities with children. Your organization was mentioned as a possible resource by one of our council members.

The training should include, but not be limited to:

1. Recognizing signs of potential child abuse or exploitation.
2. Proper procedures for reporting any concerns or suspicions.
3. Understanding and adhering to appropriate boundaries when interacting with children.
4. Conducting background checks for individuals involved in activities with children. (This can probably be completed by our HR department, but open to suggestions.)

We would be training between 30 to 40 staff members, with an on-going program for new hires and volunteers during events. As a result, on-line training or a webinar would be beneficial for future training opportunities.

We are open to your suggestions for training available, cost of said training, any possible grants available to help with costs that you may be aware of, and time needed to complete the program. It would be preferable for the first class to be in person in our library conference room in Lago Vista.

Please advise as soon as possible as to your recommendations. We wish to present a draft of the child protection training program in our June 6th City Council meeting.

Thank you for your consideration and guidance on this important topic.

Respectfully,

Susan B Price
 Program Manager
 City of Lago Vista
 512.267.1155, ex. 132

Tracie Hlavinka

From: Susan Price
Sent: Monday, May 20, 2024 4:18 PM
To: Tracie Hlavinka
Subject: FW: Availability of Child Protection Training for Staff/Volunteers for the City of Lago Vista

FYI. I sent an email to the recommended organization below.

Susan B Price
 Program Manager
 City of Lago Vista
 512.267.1155, ex. 132

From: Luera, Frank (DSHS) <Frank.Luera@dshs.texas.gov>
Sent: Monday, May 20, 2024 3:36 PM
To: Susan Price <Susan.Price@lagovistatexas.gov>
Subject: Availability of Child Protection Training for Staff/Volunteers for the City of Lago Vista

Hello Ms. Price,

My name is Frank Luera, and I am the coordinator of the DSHS-Community Health Worker (CHW) program. We received your email request for training in error as we only work in the CHW field. I did review where you might try to find assistance with your request. Please contact DFPS using the link below. They are most likely the organization that can assist you with your request.

https://www.dfps.texas.gov/Child_Protection/Child_Safety/

https://www.dfps.texas.gov/Child_Protection/Child_Safety/report_abuse.asp

Thank you.

Frank Luera,
 Program Coordinator
 Community Health Worker Program
 Health Promotion and Chronic Disease Prevention Section
 Community Health Improvement Division
 Office Phone (512) 776-2777

From: Susan Price <Susan.Price@lagovistatexas.gov>
Sent: Thursday, May 16, 2024 11:58 AM
To: DSHS Promotor CHW TC Program <CHW@dshs.texas.gov>
Cc: Tracie Hlavinka <Tracie.Hlavinka@lagovistatexas.gov>
Subject: Availability of Child Protection Training for Staff/Volunteers for the City of Lago Vista

WARNING: This email is from outside the HHS system. Do not click on links or attachments unless you expect them from the sender and know the content is safe.

Dear Sir/Madam:

At a recent City Council meeting for the City of Lago Vista, we covered an agenda item regarding the opportunity to develop and implement child protection training for all relevant city staff and volunteers involved in activities with children. Your organization was mentioned as a possible resource by one of our council members.

The training should include, but not be limited to:

1. Recognizing signs of potential child abuse or exploitation.
2. Proper procedures for reporting any concerns or suspicions.
3. Understanding and adhering to appropriate boundaries when interacting with children.
4. Conducting background checks for individuals involved in activities with children. (This can probably be completed by our HR department, but open to suggestions.)

We would be training between 30 to 40 staff members, with an on-going program for new hires and volunteers during events. As a result, on-line training or a webinar would be beneficial for future training opportunities.

We are open to your suggestions for training available, cost of said training, any possible grants available to help with costs that you may be aware of, and time needed to complete the program. It would be preferable for the first class to be in person in our library conference room in Lago Vista.

Please advise as soon as possible as to your recommendations. We wish to present a draft of the child protection training program in our June 6th City Council meeting.

Thank you for your consideration and guidance on this important topic.

Respectfully,

Susan Price
Program Manager
City of Lago Vista
512.267.1155, ext. 132

Tracie Hlavinka

From: Susan Price
Sent: Wednesday, May 29, 2024 3:30 PM
To: Tracie Hlavinka
Subject: RE: City of Lago Vista Request for Child Protection Education

I have asked for some content, but nothing so far. I know one site has webinars online for which we can register. I am hoping that this contact will actually send over some actual documentation. I will replay back to Suzan for specifics, if she has them. She stated she is relatively new and learning.

Stay tuned.

Susan B Price
 Program Manager
 City of Lago Vista
 512.267.1155, ex. 132

From: Tracie Hlavinka <Tracie.Hlavinka@lagovistatexas.gov>
Sent: Wednesday, May 29, 2024 3:27 PM
To: Susan Price <Susan.Price@lagovistatexas.gov>
Subject: RE: City of Lago Vista Request for Child Protection Education

Better than we have been.

We need to see if they would be willing to share materials of the training program, as this was in the motion from Council.

From: Susan Price <Susan.Price@lagovistatexas.gov>
Sent: Wednesday, May 29, 2024 3:23 PM
To: Tracie Hlavinka <Tracie.Hlavinka@lagovistatexas.gov>
Subject: FW: City of Lago Vista Request for Child Protection Education

Another referral. Making progress, I think.

Susan B Price
 Program Manager
 City of Lago Vista
 512.267.1155, ex. 132

From: Lynn, Suzan V (DFPS) <Suzan.Lynn@dfps.texas.gov>
Sent: Wednesday, May 29, 2024 3:14 PM
To: Susan Price <Susan.Price@lagovistatexas.gov>
Subject: RE: City of Lago Vista Request for Child Protection Education

Good afternoon Susan,

After a long day of searching for appropriate partners for your department I was able to locate Staff of DFPS who will contact you directly. Her name is Stephanie Hennes. She is a Specialist for Faith-Based and community Engagement.

Thank you,
 Suzan Lynn
 Regional Operations Support Administrator
 Region 07
 14000 Summit Drive
 Austin Texas, 78728
 Office 512-834-3480
 Cell 512-954-5446
Suzan.Lynn@dfps.Texas.gov

From: Susan Price <Susan.Price@lagovistatexas.gov>

Sent: Wednesday, May 29, 2024 9:12 AM

To: Lynn,Suzan V (DFPS) <Suzan.Lynn@dfps.texas.gov>

Cc: Tracie Hlavinka <Tracie.Hlavinka@lagovistatexas.gov>

Subject: City of Lago Vista Request for Child Protection Education

WARNING: This email is from outside the DFPS system. Do not click on links or attachments unless you expect them from the sender and know the content is safe.

Ms. Lynn,

Thank you for speaking with me this morning. Attached and inserted below is a request for training to include, but not limited to, recognizing signs of potential child abuse or exploitation for city staff and volunteers. We are interested in any training, whether it be a webinar or classroom style or a combination of both. On-going training would also be of interest as new topics arise and the city grows with new hires.

As I mentioned, we need to put together a proposal as soon as possible for the city council review. I have been reaching out for information from a variety of sources to no avail for over 2 weeks until I spoke to you. Feel free to send any training you think could be helpful; we want to build a meaningful program that will help staff and the community at large.

Thank you for your time. The letter is as follows:

May 15, 2024

Dear Sir/Madam:

At a recent City Council meeting for the City of Lago Vista, we covered an agenda item regarding the opportunity to develop and implement child protection training for all relevant city staff and volunteers involved in activities with children. Your organization was mentioned as a possible resource by one of our council members.

The training should include, but not be limited to:

1. Recognizing signs of potential child abuse or exploitation.
2. Proper procedures for reporting any concerns or suspicions.
3. Understanding and adhering to appropriate boundaries when interacting with children.

4. Conducting background checks for individuals involved in activities with children. (This can probably be completed by our HR department, but open to suggestions.)

We would be training between 30 to 40 staff members, with an on-going program for new hires and volunteers during events. As a result, on-line training or a webinar would be beneficial for future training opportunities.

We are open to your suggestions for training available, cost of said training, any possible grants available to help with costs that you may be aware of, and time needed to complete the program. It would be preferable for the first class to be in person in our library conference room in Lago Vista.

Please advise as soon as possible as to your recommendations. We wish to present a draft of the child protection training program in our June 6th City Council meeting.

Thank you for your consideration and guidance on this important topic.

Respectfully,

Susan Price
Program Manager
City of Lago Vista
512.267.1155, ext. 132



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 6, 2024

SUBMITTED BY: Lucy Aldrich, City Secretary

SUBJECT: Consider approval of the May 2, 2024, regular meeting minutes.

FINANCIAL IMPACT: N/A

ATTACHMENTS:

[Minutes-CC-MAY-02-2024 DRAFT.pdf](#)

**OFFICIAL MINUTES OF THE CITY COUNCIL
REGULAR MEETING
THURSDAY, MAY 2, 2024**

BE IT REMEMBERED that on the 2nd day of May A.D., 2024, 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:

Kevin Sullivan	Mayor	Chelaine Marion	Council Member
Shane Saum	Council Member	Paul Roberts	Council Member
Stephanie Smith	Council Member	Paul Prince	Council Member
Rob Durbin	Council Member		

CALL TO ORDER, CALL OF ROLL

Mayor Sullivan called the meeting to order at 5:30 p.m. and announced that all council members are present with Mayor Pro Tem Marion attending via video conference.

EXECUTIVE SESSION

At 5:31 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). (Texas Government Code Section 551.071)

B. Consultation with Legal Counsel and deliberation regarding consideration of a formal complaint filed against the Mayor under Section 3.08 of the City Charter. (Texas Government Code Sections 551.071 and 551.074)

C. Consultation with Legal Counsel and deliberation regarding evaluation, duties or discipline of a public officer (Mayor). (Texas Government Code Sections 551.071 and 551.074)

D. Consultation with Legal Counsel and deliberation regarding the evaluation, duties, or discipline of the City Manager. (Texas Government Code Sections 551.071 and 551.074)

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

At 6:24 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). (Texas Government Code Section 551.071)
No action taken.

B. Consultation with Legal Counsel and deliberation regarding consideration of a formal complaint filed against the Mayor under Section 3.08 of the City Charter. (Texas Government Code Sections 551.071 and 551.074)

On a motion by Councilor Prince, seconded by Mayor Pro Tem Marion, City Council voted 5 ayes to 1 nay with Councilor Smith in opposition and Mayor Sullivan abstaining to investigate the complaint and schedule a hearing to discuss the details of the allegation on Monday, May 13, 2024, at 7:00 p.m. Motion carried.

C. Consultation with Legal Counsel and deliberation regarding evaluation, duties or discipline of a public officer (Mayor). (Texas Government Code Sections 551.071 and 551.074)

No action taken.

D. Consultation with Legal Counsel and deliberation regarding the evaluation, duties, or discipline of the City Manager. (Texas Government Code Sections 551.071 and 551.074)

On a motion by Councilor Prince, seconded by Councilor Durbin, City Council voted unanimously to instruct the City Attorney to engage an independent person per the details discussed in Executive Session to investigate the employee complaint and the City Manager response that has been made. Motion carried.

PLEDGE OF ALLEGIANCE, PLEDGE TO TEXAS FLAG

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

04:53 – 05:01

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.

No one signed up to speak.

05:03 – 10:33

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.
- 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.

Announced Green Center Hours

Travis County Special Election is scheduled for May 4

Reminder to participate in the Comprehensive Plan and Parks Master Plan survey.

Save the date for the July 3 fireworks show and July 4 parade.

Results from the May 2022 City Spend POV Survey are online for review.

Lago Vista ISD students were recognized for their recent accomplishments.

Lago Vista Youth Football Association is hosting a spirit night at Lago Vista Brewery Company tomorrow night.

Lago Vista High School is having a softball camp June 17 and 18 for incoming students.

STAFF AND COUNCIL LIAISON REPORTS

10:36 – 11:33

1. Routine Reports from City Staff.

City Manager Tracie Hlavinka provided a brief update.

No action taken.

11:36 – 17:49

1a. Report of December 2023, January 2024, and February 2024 Unaudited Monthly Financials and Grant Tracking Sheet.

Jai Brown, Chief Financial Officer, provided a brief summary of the financials and tracking sheet.

No action taken.

17:52 – 31:17

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

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

Council members provided updates from the boards, commissions, and committees they serve as liaisons to.

No action taken.

Mayor Sullivan announced that the Consent Agenda Items would be next on the agenda.

CONSENT AGENDA

31:21 – 32:31

3. Consider approval of the April 4, 2024, regular meeting minutes.
4. Consider approval of the April 9, 2024, special called Town Hall meeting minutes.
5. Consider approval of the purchase of additional software modules and licenses from Motorola Inc. for the Police Department Computer Aided Dispatch (CAD) and Records Management System (RMS) Project.

On a motion by Councilor Durbin, seconded by Councilor Roberts, City Council voted unanimously to approve the Consent Agenda as presented. Motion carried.

Mayor Sullivan announced that the Agenda Item #14 would be next on the agenda.

ACTION ITEMS

32:42 – 53:40

14. Discussion, consideration, and possible action on the first draft report of the Traffic Safety Analysis produced by Freese & Nichols and provide staff with clear direction on changes or revisions that council would like made.

Kevin St. Jacques with Freese & Nichols presented the first draft of the Traffic Safety Analysis and was available to answer questions and provide additional information.

Taylor Whichard, Director of Public Works, was available to answer questions and provide additional information.

No action taken.

Mayor Sullivan announced that the Agenda Item #6 would be next on the agenda.

PUBLIC HEARING AND POSSIBLE ACTION

53:44 – 1:03:01

6. Hold a Public Hearing for discussion, consideration, and possible action on Ordinance No. 24-05-02-01, an ordinance of the City Council of Lago Vista, Texas amending the official zoning map by changing the zoning district for Lot 8-C, Lot 9-C, and Lot 10-C of Lago Vista Travis Plaza, located at 20811 Dawn Drive from the C-1A “Professional Office, Neighborhood Retail” zoning district to the C-1A “Professional Office, Neighborhood Retail” zoning district with a special use permit (SUP) approval to allow for the sale of “specialty and novelty items” enumerated in section 18.20(f) of chapter 14 from within suite 100 and 150.

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

The applicant was not in attendance.

Mayor Sullivan opened the public hearing at 7:24 p.m.

Anne Bergland spoke in opposition.

Rebecca Roberson spoke in opposition.

Mayor Sullivan closed the public hearing at 7:31 p.m.

On a motion by Councilor Roberts, seconded by Councilor Smith, City Council voted unanimously to deny Ordinance 24-05-02-01. Motion carried.

Mayor Sullivan announced that the Agenda Item #8 would be next on the agenda.

1:03:07 – 1:38:42

8. Hold a Public Hearing for discussion, consideration, and possible action on Ordinance No. 24-05-02-03, an ordinance of the City Council of Lago Vista, Texas amending the official zoning map by changing the zoning district for approximately 2.267 acres of a tract within the Dallas & Wichita Railroad Company Survey Number 9, Abstract Number 245, commonly referred to as being located at 7602 Bar-K Ranch Road from the TR-1 (“Temporary Restricted”) zoning district to the P-2 (“Park and Greenbelt, Passive”) zoning district.

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

Mayor Sullivan opened the public hearing at 7:36 p.m.

Mayor Sullivan read comments provided by Nan Neesmith in opposition.

Lynda Aird’s comments are attached to the minutes as requested by Ms. Aird.

Gigi Covington spoke in opposition.

Louise Madigan spoke about concerns regarding the mailed notices and safety.

Mayor Sullivan closed the public hearing at 7:49 p.m.

Laci Ehlers, the attorney for the Turnback Ranch development was available to answer questions and provide additional information.

On a motion by Councilor Prince, seconded by Mayor Sullivan, City Council voted 5 ayes to 2 nays with Councilor Smith and Councilor Durbin in opposition to approve Ordinance 24-05-02-03. Due to a required super majority vote, the motion failed.

Mayor Sullivan recessed the meeting at 8:06 p.m. and convened the City Council into Executive Session per Texas Government Code Section 551.071 to consult with the City Attorney.

Mayor Sullivan reconvened the meeting at 8:21 p.m.

On a motion by Councilor Prince, seconded by Mayor Sullivan, City Council voted 6 ayes to 1 nay with Councilor Durbin in opposition to approve Ordinance 24-05-02-03 as presented. Motion carried.

Mayor Sullivan announced that the Agenda Item #9 would be next on the agenda.

1:38:46 – 1:54:29

9. Hold a Public Hearing for discussion, consideration, and possible action on Ordinance No. 24-05-02-04, an ordinance of the City Council of Lago Vista, Texas amending the official zoning map regarding the current “Planned Development District” (PDD) known as “Turnback Ranch” established by Ordinance No. 07-04-05-03 and amended by Ordinance No. 23-09-21-01 to approve a detail plan for the “SFD Parcel.”

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

Mayor Sullivan opened the public hearing at 8:24 p.m.

Ed Kubly with Ventana Capital, the applicant; Sarah Boza, Land Planner for the Turnback Development, Laci Ehlers, attorney for the Turnback Development were available to answer questions and provide additional information.

Lousie Madigan spoke on the agenda item.

Rachael Rich spoke on the agenda item.

Mayor Sullivan closed the public hearing at 8:37 p.m.

On a motion by Councilor Prince, seconded by Mayor Pro Tem Marion, City Council voted unanimously to approve Ordinance 24-05-02-04 as presented. Motion carried.

ACTION ITEMS

1:54:39 – 2:13:56

10. Discussion, consideration, and possible action to consider Ordinance No. 24-05-02-05, an ordinance of the City Council of Lago Vista, Texas amending Section 5.101, Section 5.105, Section 5.112, Section 5.115, and Table A of Chapter 5 of the Lago Vista Code of Ordinances, to update various provisions related to sign regulations.

Roy Jambor, Director of Development Services and Cobby Caputo, City Attorney, were available to answer questions and provide additional information.

On a motion by Councilor Prince, seconded by Mayor Pro Tem Marion, City Council voted 6 ayes to 1 nay with Councilor Roberts in opposition to approve Ordinance 24-05-02-05 as presented with two exceptions: 1) change the sentence where “a hardship” is stricken to instead say “would cause a hardship, such as the sign being hard to read by the public”; 2) have variances heard and considered by the Board of Adjustment rather than the Building and Standards Commission. The motion was further amended by Councilor Durbin and agreed to by Councilor Prince and Mayor Pro Tem Marion to change the proposed sentence to read: “a hardship, such as, but not limited to the sign being hard to read by the public.”

Motion carried.

Mayor Sullivan announced that the Agenda Item #7 would be next on the agenda.

PUBLIC HEARING AND POSSIBLE ACTION

2:14:02 – 2:24:21

7. Hold a Public Hearing for discussion, consideration, and possible action on Ordinance No. 24-05-02-02, an ordinance of the City Council of Lago Vista, Texas amending the official zoning map by changing the zoning district for Lot 18005-B of Bar-K Ranches, Section 18, commonly referred to as 8019 Bronco Lane, from the C-1A (“Professional Office, Neighborhood Retail”) zoning district to the C-2 (“General Commercial / Retail”) zoning district together with the required design approval.

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

Jimmy Taylor, the applicant, was available to answer questions and provide additional information.

Mayor Sullivan opened the public hearing at 9:00 p.m.

No one spoke during the public hearing.

Mayor Sullivan closed the public hearing at 9:06 p.m.

On a motion by Councilor Durbin, seconded by Mayor Pro Tem Marion, City Council voted unanimously to approve Ordinance 24-05-02-02 to include the special conditions on page 162 of the Council Agenda Packet. Motion carried.

Mayor Sullivan announced that the Agenda Item #11 would be next on the agenda.

ACTION ITEMS

2:24:26 – 2:44:04

11. Discussion, consideration, and possible action on a proposal for a city ordinance to strengthen property owners' rights relating to squatters.

Councilor Roberts presented the agenda item.

Cobby Caputo, City Attorney; and Police Chief Boshears were available to answer questions and provide additional information.

Faith Liebel spoke in favor of the agenda item.

On a motion by Councilor Roberts, seconded by Mayor Pro Tem Marion, City Council voted unanimously to table this item to the first meeting in June. In the interim period after the legislature meets on the 15th, City Attorney Mr. Caputo should review what comes out of the legislature and provide suggestions and further guidance to City Council. Motion carried.

2:44:09 – 2:53:43

12. Discussion, consideration, and possible action moving forward with procuring an online City Council discussion board.

Dave Street, Director of Information Technology was available to answer questions and provide additional information.

On a motion by Councilor Saum, seconded by Councilor Roberts, City Council voted unanimously to give direction to the City Manager and staff to go forward with implementing an online message board through the Xenfero cloud option. The motion was clarified by Councilor Prince that this is a message board for City Council discussion. Councilor Saum and Council Roberts agreed. Motion carried.

2:53:45 – 2:56:27

13. Discussion, consideration, and possible action regarding Resolution No. 24-2058; a resolution by the City Council of the City of Lago Vista, Texas appointing an individual to fill an unexpired vacant term as a member serving on the Building and Standards Commission.

Councilor Roberts, Building and Standards Commission Liaison recommended the appointment of Adam Benefield to fill the vacancy.

On a motion by Councilor Roberts, seconded by Councilor Saum, City Council voted unanimously to approve Resolution 24-2058 appointing Adam Benefield to fill the vacant term. Motion carried.

Mayor Sullivan announced that the Agenda Item #2a would be next on the agenda.

2:56:38 – 3:11:24

2a. Update from the City Council subcommittee on the development of rules and regulations related to City Council and Staff duties and responsibilities regarding communication and information requests.

Mayor Pro Tem Marion provided a brief update on the status of the committee's work advising that a draft should be ready by the 2nd meeting in June.

No action taken.

ADJOURNMENT

Mayor Sullivan adjourned the meeting at 9:54 p.m.

Respectfully submitted,

Kevin Sullivan, Mayor

ATTEST:

Lucy Aldrich, City Secretary

On a motion by Councilor _____, seconded by Councilor _____, the above and foregoing instrument was passed and approved this _____ day of June 2024.

Mayor, I respectfully request that you direct the City Secretary to include my comments tonight in their entirety in the official City Minutes.

The City of Lago Vista is tonight considering the re-zoning of the property known as the DTE.

However, it has previously been re-zoned, in fact, although not in compliance with statutory procedure. Tonight there is the proverbial horse coming after the cart; that is, this agenda action is for the purpose of sanctioning a plan already confirmed. It had been confirmed

- (1) by the P&Z Commission, via their public consideration and recommendation to Council, on October 13, 2022;
- (2) by the Development Agreement dated September 21, 2023 in Article IV, Section 4.8 "Dodge Trail Extension" which provides for the city's conveyance to the developer and the developer's 50 foot wide construction of a public roadway, and, further in that document's Exhibit E. "DTE and Dodge Trail Frontage Improvements," and,
- (3) by Ordinance 23-09-21-01, in Section 4 N. 1) "Entrances and Accessibility" "Dodge Trail Extension" and in Exhibit B (2) Detail Plan which depicts the DTE as if it is a formal part of the PDD Ordinance;

How does this already-taken action comport with Ordinance 23-05-04-01 which, in part, is "to clarify that a primary purpose of the land use designations is to help ensure compatibility of existing and proposed adjacent land use?" Which pre-dated (May 4, 2023) the September 2023 Agreements? Since the property's conveyance from NRC to the City in January 1993, the land has been a grassy, tree-filled parklike area.

Given the City's extraordinary disregard of the rights and best interests of the property owners in the DTE area, please table consideration of official change to the zoning designation until an agreement on warranted and reasonable compensation to the affected landowners is reached.

2 minutes 34 second



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 6, 2024

SUBMITTED BY: Lucy Aldrich, City Secretary

SUBJECT: Consider approval of the May 13, 2024, special called meeting minutes.

FINANCIAL IMPACT: N/A

ATTACHMENTS:
[Minutes-CC-MAY-13-2024 DRAFT.pdf](#)

**OFFICIAL MINUTES OF THE CITY COUNCIL
SPECIAL MEETING
MONDAY, MAY 13, 2024**

BE IT REMEMBERED that on the 13th day of May A.D., 2024, the City Council held a regular meeting at 7:00 p.m. in City Council Chambers, and via videoconference, there being present and acting the following:

Kevin Sullivan	Mayor	Chelaine Marion	Council Member
Shane Saum	Council Member	Paul Roberts	Council Member
Stephanie Smith	Council Member	Paul Prince	Council Member
Rob Durbin	Council Member		

CALL TO ORDER, CALL OF ROLL

Mayor Pro Tem Marion called the meeting to order at 7:01 p.m. and announced that all council members are present with Mayor Sullivan in the audience.

PLEDGE OF ALLEGIANCE, PLEDGE TO TEXAS FLAG

Mayor Pro Tem Marion led the Pledge of Allegiance and Pledge to the 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.

Dave Williams spoke on concerns he has with City Council recent actions.

PUBLIC HEARING

1. Conduct hearing and take possible action regarding formal complaint filed against the Mayor under Section 3.08 of the City Charter.

Mayor Pro Tem Marion opened the public hearing at 7:07 p.m.

James Peck, the complainant, was available to answer questions and provide additional information.

Mayor Sullivan, the respondent, was available to answer questions and provide additional information.

Mayor Pro Tem recessed the meeting at 7:39 p.m. to convene in Executive Session for consultation with the City Attorney under Texas Government Code Section 551.071.
Mayor Pro Tem reconvened the meeting at 7:49 p.m.

The following citizens spoke during the hearing: Anna Johndrow, Don Johndrow, Gage Hunt, Gerald Nilsson-Weiskott, Mike Zaydel, Ann Russo, George Eeds, James Peck, Sr.,

Steven Bush asked for his time to be donated to James Peck, John Bush, Mike LaPlant, Jim Awalt, Tim Casey donated his time to Jim Awalt, Jennifer Bush donated her time to James Peck, Gina Williams, Linda Bush, Glenn Chiappe, Carl Stiles, Rick Fulton, Rachael Rich, Stephen Liebel, Faith Liebel donated her time to Stephen Liebel, Jeff Stewart, Norma Owen, James Smith, Jim Schwartner, Alton Moore, Joell McNew.

Mayor Pro Tem Marion read comments from the following citizens not in attendance: Anita Cunningham, Louise Madigan.

Mayor Pro Tem Marion closed the public hearing (citizen comments) at 8:58 p.m.

Mayor Pro Tem Marion recessed the meeting at 8:58 p.m. for a quick break.
Mayor Pro Tem Marion reconvened the meeting at 9:09 p.m.

City Attorney Cobby Caputo was available to answer questions and provide additional information.

On a motion by Councilor Saum, seconded by Councilor Roberts, City Council voted unanimously that Mayor Sullivan did not violate Charter section 3.06(d). Motion carried.

On a motion by Councilor Durbin, seconded by Councilor Prince, City Council voted 5 ayes to 1 nay with Councilor Smith in opposition that Mayor Sullivan did violate 3.06(i) by failing to sign the Resolution. Motion carried.

Councilor Smith made a motion to censure Mayor Sullivan. Without a second, the motion failed.

On a motion by Councilor Prince, seconded by Councilor Smith, City Council voted 3 ayes with Mayor Pro Tem Marion, Councilor Smith, and Councilor Prince in favor to 3 nays with Councilor Saum, Councilor Durbin, and Councilor Roberts in opposition instructing the City Attorney to draft language around a public censure which would state that the Mayor acted inappropriately in failing to sign this Resolution and instructing him to follow the Charter in signing further resolutions and motions simply to indicate it's the will of the council not his personal approval. With a tie vote, the motion failed.

On a motion by Councilor Saum, seconded by Councilor Roberts to censure Mayor Sullivan using the language Councilor Prince used and the language that Councilor Roberts has provided and have it published. Councilor Saum withdrew his motion.

On a motion by Councilor Prince, seconded by Councilor Roberts, City Council voted 4 ayes to 2 nays with Councilor Smith and Councilor Durbin in opposition instructing the City Attorney to draft language for a public censure of Mayor Sullivan indicating that he has willfully violated the Charter in failing to sign a resolution and instructing him that future resolutions and ordinances shall (should was changed to shall in the motion) be signed in recognition of them being the will of the council not his personal stance and that the censure be brought back to council for approval at the next available meeting and that it would also

include the ability for a public notification or publication as appropriate. Councilor Saum asked for an amendment to the motion instructing the City Attorney to include language that makes note of the fact that Council had passed this Resolution in a 5 to 1 vote. Council Prince and Councilor Roberts agreed to the amendment. Motion carried.

ADJOURNMENT

Mayor Pro Tem adjourned the meeting at 10:43 p.m.

Respectfully submitted,

Chelaine Marion, Mayor Pro Tem

ATTEST:

Lucy Aldrich, City Secretary

On a motion by Councilor _____, seconded by Councilor _____, the above and foregoing instrument was passed and approved this _____ day of June 2024.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 6, 2024

SUBMITTED BY: Lucy Aldrich, City Secretary

SUBJECT: Consider approval of Resolution 24-2060; a resolution of the City Council of the City of Lago Vista, Texas cancelling the Regular City Council Meeting scheduled for July 4, 2024.

BACKGROUND: The City Council regularly meets on the first and third Thursday of each month.

FINDINGS: The scheduled meeting for July 4, 2024 coincides with the Independence Day holiday. Many members of the City Council and the general public typically engage in holiday activities and may have prior commitments on this date. It is deemed in the best interest of the City of Lago Vista to cancel the meeting scheduled for July 4, 2024, to observe the Independence Day holiday and allow members to participate in holiday events and celebrations.

FINANCIAL IMPACT: n/a

ATTACHMENTS:
[Resolution - Cancel Jul04-24 Council Meeting.pdf](#)

CITY OF LAGO VISTA, TEXAS

RESOLUTION NO 24 - 2060

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS CANCELLING THE REGULAR CITY COUNCIL MEETING SCHEDULED FOR JULY 4, 2024.

WHEREAS, the City of Lago Vista, Texas City Council meets on the first and third Thursday of each month; and

WHEREAS, the scheduled meeting for July 4, 2024, coincides with the Independence Day holiday, a national holiday in the United States; and

WHEREAS, many members of the City of Lago Vista City Council and the general public typically engage in holiday activities and may have prior commitments on this date; and

WHEREAS, it is deemed in the best interest of the City of Lago Vista City Council and its members to cancel the meeting scheduled July 4, 2024, to observe the Independence Day holiday and allow members to participate in holiday events and celebrations.

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

THAT, the City Council of the City of Lago Vista, Texas hereby cancels the Regular City Council meeting scheduled for July 4, 2024.

AND, IT IS SO RESOLVED. PASSED AND APPROVED this 6th day of June 2024.

ATTEST:

Kevin Sullivan, Mayor

Lucy Aldrich, City Secretary

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



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 6, 2024

SUBMITTED BY: Lucy Aldrich, City Secretary

SUBJECT: Consider approval of Resolution 24-2061; a resolution by the City Council of the City of Lago Vista, Texas appointing and determining the service terms of two new alternate members to the Board of Adjustment.

BACKGROUND: On August 3, 2023, City Council approved Ordinance 23-08-03-01 amending Chapter 9 Personnel, Article 9.1900 Board of Adjustment, Sec. 9.1902 Composition, Removal Of Members, Filling Of Vacancies of the Code of Ordinances allowing for the appointment of up to three alternate members to the Board of Adjustment.

FINDINGS: On May 15, 2024, the Board of Adjustment (BOA) Council Liaison Mayor Pro Tem Marion requested an agenda item to appoint two alternates to the BOA, Frank Robbins and Mary Fear. Staff recommends that the City Council consider these requested appointments and establish the terms of service for both members.

FINANCIAL IMPACT: N/A

ATTACHMENTS:

[Resolution - Appointing 2 Alternate BOA Members.pdf](#)
[Sec 9.1902 BOA Composition.pdf](#)

CITY OF LAGO VISTA, TEXAS

RESOLUTION 24 - 2061

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS APPOINTING AND DETERMINING THE SERVICE TERMS OF TWO NEW ALTERNATE MEMBERS TO THE BOARD OF ADJUSTMENT

WHEREAS, the City Council approved Ordinance 23-08-03-01 on August 3, 2023 allowing for the creation of up to three alternate members on the Board of Adjustment, and

WHEREAS, it is now necessary to fill these two of these newly created and vacant positions, and

WHEREAS, two citizens by the names of Frank Robbins and Mary Fear have indicated their willingness to serve.

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

THAT, the City Council of the City of Lago Vista, Texas, does hereby appoint Frank Robbins and Mary Fear as alternate members with a terms expiring on December 31, 2025.

AND, IT IS SO RESOLVED.

PASSED AND APPROVED this 6th day of June, 2024.

Kevin Sullivan, Mayor

ATTEST:

Lucy Aldrich, City Secretary

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

Sec 9.1902 Composition, Removal Of Members, Filling Of Vacancies

- (a) The board of adjustment shall be composed of eight (8) qualified electors of the city. The city council will consider for appointment to the board of adjustment only those persons who have demonstrated their civic interest, general knowledge of the matters to be acted upon by the board, independent judgment and availability to prepare for and attend meetings and hearings. It is the intent of the city council that members shall, by reason of diversity of their individual occupations, constitute a board which is broadly representative of the community.
- (b) Each board member shall be required to meet qualifications within city charter Section 3.02.
- (c) Notification of Absence. Each member shall notify the chair and council liaison of their absence from a meeting or a conflict of interest for a posted agenda item no later than seventy-two (72) hours before the scheduled start of the meeting at which the absence or conflict will occur. Notwithstanding the previous sentence, in the event of an absence due to illness or injury of the member, or an illness or injury of a member's immediate family member, or a similar emergency, the board member shall notify the chair and council liaison as soon as reasonably possible, but in no event later than the next regular meeting.
- (d) Appointing Alternate Members. Council may appoint up to three (3) alternate members who shall serve in the absence of one or more regular members of the commission. When the chair becomes aware of an upcoming absence by a regular member from a meeting, or conflict of interest disqualifying a regular member from voting on an item the chair shall notify one or more of the alternate members to replace such absent or conflicted regular member. Alternate members shall serve for the same period as a regular member, are subject to removal in the same manner as a regular member, and a vacancy among the alternate members shall be filled in the same manner as a vacancy among the regular members all except as otherwise explicitly provided in this Article. Council may determine whether the terms of alternate members commence on an odd-numbered or even-numbered year.
- (e) Removal from Office for Failure to Attend Meetings. In the event that a regular member is absent for two (2) consecutive meetings (whether regular meetings or special-called meetings) or one-fourth of all meetings in a rolling twelve-month period, or if such regular member fails to notify the chair as required in Section 9.1902(c), above, Council may but shall not be required to remove such regular member after a hearing. Consideration for continued service may include a determination that a temporary hardship caused such absence or failure to notify, but that the hardship is unlikely to result in future absences. In the event that an alternate member is notified by the chair of an absence or conflict under Section 9.1902(d) no later than twenty-four (24) hours prior to the start of such meeting and is unable to replace such regular member two (2) consecutive times, then Council may, but shall not be required to, remove such member after a hearing, unless Council determines that an unforeseeable hardship exists that will not result in future inability to replace regular members. This section does not apply to an absence due to active military service, or the birth or adoption of the member's child for sixty (60) days after the event.

HISTORY

Amended by Ord. [19-01-03-01](#) on 1/3/2019

Amended by Ord. [19-11-21-02](#) on 11/21/2019

Amended by Ord. [23-08-03-01](#) on 8/3/2023

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 6, 2024

SUBMITTED BY: Eric DeLaCruz, Development Services

SUBJECT: Consider approval of the award of RFQ 24-04 for LED Monument Sign (RM 1431 Eastbound), to Vistago Print in the amount of \$95,675; and authorize the City Manager to execute an agreement for such services.

BACKGROUND: The City published a Request for Proposal for an additional LED Monument Sign (RM 1431 Eastbound) with a closing date of January 31, 2024. The selected firm will be tasked to provide all necessary design, construction, and related services for a two-sided masonry monument sign that includes both fixed and LED variable message panels on the east bound side of RM 1431 between 20801 and 20803 within the public right-of-way. The design was to replicate the existing design of the current sign on Lohman Ford.

FINDINGS: There were 6 firms that submitted a proposal: Complete Signs, Howard Industries, MCPB Partners, Sign Crafters, Technology International, and Vistago Print. All proposals have been attached for reference. A scoring committee was created to score the proposers based on four criteria (Proposed Pricing, Quality, Past Experience with the City, and Ability to meet all requirements). The reviewers consisted of City Staff and City Manager. Individual members of the review team included Roy Jambor, Eric De La Cruz, Amanda Harkins, and Tracie Hlavinka. Vistago received the highest scoring based on grading criteria in proposal. City Staff recommends awarding RFQ 24-04 to Vistago Print and authorize the City Manager to execute an agreement for such services.

A budget amendment will also be needed for the additional amount of \$35,675 to fund the sign. There were added costs due to an electrical estimate required to run electricity to the sign location along with additional costs of inflation when the LED monument sign was budgeted.

FINANCIAL IMPACT: The LED Monument Sign was budgeted in the Hotel Occupancy Tax Fund in the amount of \$60,000. A budget

amendment of \$35,675 will be needed to cover the additional costs associated with the sign/project. Total costs for the project are estimated to be \$95,675. This will be covered in the FY24 budgets HOT tax fund, account #11-511-8620.

ATTACHMENTS:

[RFP 24-04 LED Monument Sign 1431_231220 FINAL.pdf](#)

[Vistago Print Proposal.pdf](#)

[Complete Signs Proposal.pdf](#)

[Howard Industries Proposal.pdf](#)

[MCPB Proposal.pdf](#)

[Sign Crafters Proposal.pdf](#)

[TII Proposal.pdf](#)

[RFP 24-04 Scoring Summary.pdf](#)

[RFP 24-04 Scoring Tracie Hlavinka.pdf](#)

[RFP 24-04 Scoring Amanda Harkins.pdf](#)

[RFP 24-04 Scoring Eric De La Cruz.pdf](#)

[RFP 24-04 Scoring Roy Jambor.pdf](#)



REQUEST FOR PROPOSAL (RFP)

For

Project Title: LED Monument Sign (RM 1431 Eastbound)

RFP No. 24-04 Request for Proposals for LED Monument Sign (RM 1431 Eastbound)

Issued: 12-20-2023

**Proposal Submission Deadline: January 31, 2024, 3:00pm CST
Local Time**

NO LATE PROPOSALS SHALL BE ACCEPTED

REQUEST FOR Proposals

The City of Lago Vista invites participation in the Request for Proposals (RFP) for experienced and qualified companies/individual to provide all necessary design, construction and related services for a two-sided masonry monument sign that includes both fixed and LED variable message panels on the east bound side of RM 1431 between 20801 and 20803 within the public right-of-way. There is no existing electrical service on sight. The proposal shall include all necessary permits, industry-standard warranties, software licensing, cellular communication devices and a lifetime data plan. While all details of the design of the sign, including the resolution and total size is at the discretion of the responders, it is expected that the LED message panels will be similar to the existing City of Lago Vista LED sign on Lohman Ford.

1.0 **SUBMISSION OF PROPOSALS**

Proposals shall be submitted through one the following options: online via <http://www.bidnetdirect.com/texas/lagovista> , electronically through by email to procurement@LagoVistatexas.gov, by mail to City of Lago Vista, P.O. Box 4727, Lago Vista, TX, 78645, or **SEALED** in person at City Hall, 5803 Thunderbird, Lago Vista, TX, 78645. All materials shall be PDF file format and formatted to be easily printed on standard 8.5 x11 paper.

- 1.1 Facsimile transmittals or offers communicated by telephone will not be accepted or considered.
- 1.2 If the proposer desires not to submit a Proposal at this time, but wishes to remain on the commodity notification list, please submit a "**No Quote**" response (same time/location). The City of Lago Vista is always very conscious and extremely appreciative of the time and effort expended to submit a proposal. However, on "No Quote" responses please communicate any qualification requirement(s) which may have influenced your decision to "No Quote."
- 1.3 If a response is not received in the form of a "Request for Proposal" or "No Quote" for three (3) consecutive proposals, Proposer shall be removed from said notification list. However, if you choose to "No Quote" at this time but desire to remain on the notification list for other commodities, please state the specific product/service for which your agency wishes to be classified.

2.0 **DELIVERY OF PROPOSALS**

Proposals must be received no later than **3:00 p.m., January 31, 2024**. The submitting Proposer is responsible for the means of delivering the Proposal to the location listed in paragraph 1 on time. Delays due to any instrumentality used to transmit the Proposals including delay occasioned by the Proposer or faults in email delivery will be the responsibility of the Proposer. Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The time and date recorded on the envelope of the submittal is the official clock for determining whether submittals are submitted timely. Proposals will not be opened until after the submittal deadline. City Staff may confirm receipt of submissions upon request but will not open or otherwise confirm completeness of submissions until after the passage of the submittal deadline. **Late Proposal documents and Unsealed Proposals will not be accepted under any circumstances.**

3.0 PROPRIETARY INFORMATION

- 3.1 If a Proposer does not desire proprietary information in the Proposal to be disclosed, it is required to identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Proposer fails to identify proprietary information, it agrees that by submission of its Proposal those sections shall be deemed non-proprietary and made available upon public request.
- 3.2 Proposers are advised that the City, to the extent permitted by law, will protect the confidentiality of their Proposal. Proposer shall consider the implications of the Texas Public Information Act, particularly after the RFP process has ceased and the Contract has been awarded. While there are provisions in the Texas Public Information Act to protect proprietary information, where the Proposer can meet certain evidentiary standards, please be advised that a determination on whether those standards have been met will not be decided by the City of Lago Vista, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City will notify the Proposer, who may then request an opinion from the Attorney General pursuant to 552.305, Texas Government Code. The City will not make a request to the Attorney General.

4.0 COMPLETION OF RESPONSES

- 4.1 Information presented in the Proposals will be used to evaluate the professional proposals of the Proposer(s) and to determine the Proposer(s) which will be selected to provide services to the City.
- 4.2 Responses shall be completed in accordance with the requirements of this RFP. Statements made by a Proposer shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

5.0 CLARIFICATIONS AND ISSUANCE OF ADDENDA

- 5.1 Any explanation, clarification, or interpretation desired by a Proposer regarding any part of this RFP must be requested from the City of Lago Vista at least eight (8) business days prior to the published submission deadline, as referenced in Section 2.0 of this RFP.
- 5.2 If the City, in its sole discretion, determines that a clarification is required, such clarification shall be issued in writing. Interpretations, corrections, or changes to the RFP made in any other manner other than writing are not binding upon the City, and Proposers shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding.
- 5.3 Requests for explanations or clarifications should be submitted via email to Eric.DeLaCruz@lagovistatexas.gov. Emails must clearly identify the RFP Number and Title.

- 5.4 Any interpretations, corrections or changes to this RFP will be made by addendum. Sole issuing authority of addenda shall be vested in the City of Lago Vista. Proposers shall acknowledge receipt of all addenda within the responses.

6.0 WITHDRAWAL OF PROPOSALS

A representative of the company may withdraw a Proposal at any time **prior to** the RFP submission deadline, upon presentation of acceptable identification as a representative of such company.

7.0 AWARD OF CONTRACT

- 7.1 It is understood that the City reserves the right to request additional information, waive immaterial errors or omissions, to accept or reject any and all Proposals, or to re-solicit for Proposals, as it shall deem to be in the best interests of the City of Lago Vista. Receipt and consideration of any Proposals shall under no circumstances obligate the City of Lago Vista to accept any Proposals. If an award of contract is made, it shall be made to the proposer offering the most comprehensive, creative, qualified, and responsive proposal at the best value to the City. In determining the best value for the City, the City may consider:
- 7.1.1 the proposal Fees;
 - 7.1.2 the reputation of the proposer and of the proposer's services;
 - 7.1.3 the quality of the proposer 's services;
 - 7.1.4 the extent to which the services meet the municipality's needs;
 - 7.1.5 the proposer 's past relationship with the municipality;
 - 7.1.6 the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
 - 7.1.7 the total long-term cost to the municipality to acquire the services; and
 - 7.1.8 any relevant criteria specifically listed in the request for proposals.
- 7.2 The City reserves the right to award a single contract or multiple contracts by section listed in the Scope of Work.

7.3 Tentative Schedule of Events

RFP Release Date	12/20/2023		
Questions Submittal	01/23/2024	at 5:00 PM CST	Emailed to eric.delacruz@lagovistatexas.gov
Proposal Due Date	01/31/2024	at 3:00 PM CST	Email to procurement@LagoVistatexas.gov , Mail or hand deliver to City of Lago Vista 5803Thunderbird Lago Vista, Texas 78645
Proposals Opening	01/31/2024	at 3:30 PM CST	Publicly read aloud in Council Chambers

8.0 PERIOD OF ACCEPTANCE

Proposer acknowledges that by submitting the Proposal, Proposer makes an offer that, if accepted in whole or part by the City, constitutes a valid and binding contract as to any and all items accepted in writing by the City. The period of acceptance of proposals is one hundred and eighty (180) calendar days from the date of opening, unless the Proposer notes a different period.

9.0 TAX EXEMPTION

The City of Lago Vista is exempt from Federal Excise and State Sale Tax; therefore, tax must not be included in any contract that may be awarded from this RFP.

10.0 COST INCURRED IN RESPONDING

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a Proposal which may be required by the City shall be the sole responsibility of and shall be borne by the participating Proposers.

11.0 NEGOTIATIONS

The City reserves the right to negotiate all elements that comprise the successful Contractor's response to ensure that the best possible consideration be afforded to all concerned.

12.0 NON-ENDORSEMENT

If a Proposal is accepted, the successful Proposer, hereinafter "Contractor," shall not

issue any news releases or other statements pertaining to the award or servicing of the Contract that state or imply the City of Lago Vista's endorsement of the successful Proposer's services.

13.0 UNAUTHORIZED COMMUNICATIONS

After release of this solicitation, Proposers' contact regarding this RFP with members of the RFP evaluation, interview or selection panels, employees of the City or officials of the City other than the City Manager, Buyer, or as otherwise indicated is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the Proposers shall have any contact or discussion, verbal or written, with any members of the City Council, members of the RFP evaluation, interview, or selection panels, City staff or City's Contractors, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's Contractors regarding any matters pertaining to this solicitation, except as herein provided. If a representative of any Proposers violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Proposers being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP.

14.0 PROJECT BACKGROUND

The City of Lago Vista, TX, is located in northwest Travis County, on the north shore of Lake Travis and has a population of over 8,000. The City has completed a Vshaped Monument LED Sign on Lohman Ford Rd. and is looking to add an additional sign on the eastbound side of RM 1431.

15.0 SCOPE OF WORK

The City of Lago Vista is requesting qualified professionals to provide all necessary design, construction and related services for a two-sided masonry monument sign that includes both fixed and LED variable message panels on the east bound side of RM 1431 between 20801 and 20803 within the public right-of-way

- Design of an approximate 5' x 12 ft double sided LED sign (As pictured in attachment A).
- Needs to be single cabinet.
- Needs to have graphic capability.
- Sign needs to have cellular communication.
- Needs to include ambient lighting sensor with brightness adjustability.
- Sign to have masonry base and lighted city logo top header (as picture in attachment A)
- Must obtain proper permits.
- Must include installation.
- There is no existing electrical service on sight and the proposer will need to work directly with PEC to establish pole, proper connection and meter for the proposed sign.
- Must include warranty for sign and workmanship.
- All services shall be administered in conformance with Federal and State Laws, and applicable City of Lago Vista policies and procedures.

16.0 **SUBMITTALS**

For your proposals to be considered responsive, the following information should be included in some manner in your proposal.

- A. Company Profile** (experience, number of employees, certifications, etc.)
- B. Proposals** (a concise but detailed description of the proposed work and associated pricing along with a cover sheet that reflects the project name, RFP number, and all current contact information for Proposer)
- C. References** (contact information for any projects of a similar size and scope)
- D. All Required or Optional Attachments and Certifications**
- E. Price** (costs for developing and assembling submissions in response to this solicitation are entirely the responsibility and obligation of the Proposer and shall not be reimbursed in any manner by the City)

17.0 **PROPOSAL EVALUATION PROCESS**

- The City Manager will receive all submitted responses. An evaluation committee will be created to review all submitted responses and may select one or more finalists for interviews. Additionally, the city manager on behalf of the evaluation committee may require submission of supplemental materials.
- An evaluation committee will evaluate the responses to this Request for Proposals, conduct interviews with one or more agency/individuals, and may recommend one or more agency/individuals to the City Manager for consideration with the City Council. Selection of an agency may be made without discussion with Proposers after Proposals are received. Proposals should, therefore, be submitted on the most favorable terms.
- The City anticipates selecting Proposer(s) that will be recommended to the City Council for award of a contract to provide the requested services to the City of Lago Vista.
- The City reserves the right to reject any or all proposals.

18.0 **PROPOSAL EVALUATION FACTORS**

The evaluation committee will evaluate responses based on the following criteria:

- | | |
|--|----------------------------|
| 1. Proposed pricing | 30 points available |
| 2. Past Experience with City of Lago Vista | 25 points available |
| 3. Ability to meet all requirements | 25 points available |
| 4. Quality | 20 points available |

19.0 INTERVIEWS AND PRESENTATIONS

In fairness to all proposers, requests for interviews prior to the closing time and date will not be permitted. Interviews with selected companies may or may not be requested by the City after the deadline for proposals. Selection may be made strictly from the information provided in the RFP. However, the City of Lago Vista reserves the right to conduct interviews with and request information from any Proposer.

20.0 BEST AND FINAL OFFER

The City reserves the right to request a best and final offer from any or all companies. Discussions in accordance with the terms of a request for proposals and with regulations adopted by the governing body of the municipality may be conducted with Proposers who submit proposals and who are determined to be reasonably qualified for the award of the contract. Proposers shall be treated fairly and equally with respect to any opportunity for discussion and revision of proposals. To obtain the best final offers, revisions may be permitted after submissions and before the award of the contract. The City also reserves the right to reject any or all proposals, with or without cause, re-issue the RFP, or proceed in any manner determined to be in the best interest of the City.

ATTACHMENT "A"



Attachment “B”

OFFICIAL PROPOSAL FORM and CERTIFICATION
FOR THE CITY OF LAGO VISTA, TEXAS

This certification must be submitted with the proposal.

Honorable Mayor and City Council Members:

The undersigned hereby proposes to furnish and deliver FOB destination point as listed on a future Purchase Order or Notice of Award.

To furnish all materials and labor in accordance with the scope of work described in the Proposal for the specified lump sum, subject to all conditions shown therein and the City's Specifications and General Terms and Condition Specifications. When issued, Letters of Clarification shall automatically become part of this Proposal document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the Proposer to ensure that it has obtained such letters. By submitting a Proposal on this project, Proposer shall be deemed to have received all Letters of Clarification and to have incorporated them into its Proposal.

The City may accept this Proposal offer by issuance of a Notice of Award Letter and/or a Purchase Order covering award of said Proposal to this Proposer at any time on or before the 120th day following the day this Official Proposal Form is opened by the City. This offer shall be irrevocable for 120 days after Proposal opening, or for 90 days after City Council awards the Proposal, whichever comes last, but this period may be extended by written agreement of the parties.

THIS PROPOSER IS AND REPRESENTS THAT IT IS AN EQUAL OPPORTUNITY EMPLOYER

The undersigned hereby offers to furnish and deliver the materials and/or services as specified at the prices and terms herein stated and in accordance with the Request for Proposal, Clarification Letters, and any General Terms and Condition Specifications that they City might have issued in connection with this solicitation, all of which are made a part of this offer.

All pages of The City of Lago Vista's form, including but not limited to the General Terms and Conditions, Specifications and page one of this Proposal invitation are incorporated by reference into this Proposal for all purposes.

**NOTICE TO ALL NEW CONTRACTORS WHO HAVE NOT
CONDUCTED BUSINESS WITH THE CITY OF LAGO VISTA**

FEDERAL FORM W9 REQUIREMENT:

The “Request for Taxpayer Identification Number and Certification” Federal Form W-9 should be filled out and returned with your proposal. This form is available from any Federal Office or from The City of Lago Vista Finance Office and has not been included as part of this Proposal package. The form should be mailed to The City of Lago Vista, 5803 Thunderbird, Lago Vista, TX 78645.

This form is **REQUIRED** to be on file **BEFORE** we can conduct any business with any Contractor. Submitting this form will assist us in setting your company up as a certified Contractor of The City of Lago Vista.

PROPOSERS CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Request for Proposal. I also understand that if this proposal is accepted by The City of Lago Vista that all of the terms and conditions, specifications, and requirements submitted in my proposal and any additions, changes, or deletions made during negotiations will be made a part of this proposal under a binding contract between my company and The City of Lago Vista, Texas. I also certify that this proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

Corporation ☐ (The Proposal MUST be signed by an Officer of the company)

Partnership ☐ (The Proposal MUST be signed by a General Partner)

Joint Venture ☐ (The Proposal MUST be signed by an Officer of the company)

Sole Proprietor ☐ (The Proposal MUST be signed by the Owner)

Is the company a small, minority, or woman-owned business enterprise?

MBE ☐ WBE ☐ SBE ☐

Has the company been certified as a SMWBE by any governmental agency?

Yes ☐ No ☐

If yes, specify the governmental agency: _____

Date of certification: _____

LETTERS OF CLARIFICATION:

The Proposer acknowledges receipt of the following Letters of Clarification: (If you have not received any Letters of Clarification, then write NONE across the blanks). If you have received Letters of Clarification, then write beside the appropriate Letter of Clarification number the date received. ALL LETTERS OF CLARIFICATION RECEIVED SHOULD BE ATTACHED TO THE PROPOSAL.

LETTER OF CLARIFICATION # 1 _____

LETTER OF CLARIFICATION # 2 _____

LETTER OF CLARIFICATION # 3 _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

CITY/STATE/ZIP: _____

COMPANY REPRESENTATIVE

NAME: _____

TELEPHONE #: _____ FAX#: _____

EMAIL: _____

SIGNATURE: _____

DATE: _____

Attachment “C”
HB 89 Form

Effective September 1, 2017, House Bill 89 Prohibition on Contracts with Companies Boycotting Israel states that a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a **written verification** from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

“Boycott Israel” is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

“Company” is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

To Be Completed By Contractor:

"I, _____ (Name of certifying official), the _____
(title or position of certifying official) of _____ (name of company),
does hereby verify on behalf of said company to the City that said company does not Boycott Israel
and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001)
during the term of this contract.

Signature of Certifying Official

Title

Date

ATTACHMENT “D”

CONFLICT OF INTEREST DISCLOSURE REQUIREMENT

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e., The City of Lago Vista) must disclose in the Questionnaire Form CIQ (“Questionnaire”) the person’s affiliation or business relationship that might cause a conflict of interest with the local governmental entity. Bylaw, the Questionnaire must be filed with the Lago Vista City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the City or submits an application or response to a Request for Proposals or bids, correspondence, or another writing related to a potential Contract with the City. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaire Form CIQ is enclosed with the submittal documents. The form is also available at [**http://www.ethics.state.tx.us/forms/CIQ.pdf**](http://www.ethics.state.tx.us/forms/CIQ.pdf).

Questions about compliance shall be directed to the Proposer’s legal counsel.

Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense Under Chapter 176 is a Class C misdemeanor

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

Date

Adopted 8/7/2015

ATTACHMENT “E”

CITY OF LAGO VISTA

INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed By Insurance Agent/Broker and Responder
--

I, the undersigned Agent/Broker, reviewed the insurance requirement contained in this proposal document. If the Proposer shown below is awarded this contract by the City of Lago Vista, I will be able to, within fifteen (15) days of notification of such award, furnish a valid insurance certificate to the City of Lago Vista meeting all the insurance requirements in this proposal.

Insurance Coverage Reviewed: _____

Agent’s Name: _____

Agency Name: _____

Address: _____

City / State / ZIP: _____

Telephone No. () _____ Fax No. () _____

Proposer’s Name and Company: _____

RFP Number and Title: _____

Insurance Agent / Broker Signature: _____ Date: _____

By submitting a proposal and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within fifteen days of notification of award.
--

If the above fifteen-day requirement is not met, the City of Lago Vista has the right to reject this proposal and award the contract to the next lowest proposer meeting specifications. If you have any questions concerning these requirements, please contact the City Manager (512) 267-1155.

Proposer’s Signature: _____ Date: _____

ATTACHMENT “F”

DRUG-FREE WORKPLACE CERTIFICATION

The _____ (company name) will provide a Drug Free Workplace in compliance with the Drug Free Workplace Act of 1988. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited on the premise of the _____ (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

The undersigned Contractor certifies it will provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Contractor’s policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the Contractor’s policy statement;

Notifying the employees in the Contractor’s policy statement that as a condition of employment under this contract, employees shall abide by the terms of the policy statement and notifying the Contractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the City within ten (10) days of the Contractor’s receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Name of Organization / Contractor(s)

Signature of Authorized Representative:

Date:

ATTACHMENT “G”

QUALIFICATIONS & REFERENCE SHEET

Please Complete and Return This Form with the Response

The Contractor may furnish up to a maximum of three (3) references for projects of a similar size and scope, with the following information provided for each reference:

1. Client’s Name

Name of Contact

Title of Contact

Email address

Telephone Number

Website URL

2. Client’s Name

Name of Contact

Title of Contact

Email address

Telephone Number

Website URL

3. Client’s Name

Name of Contact

Title of Contact

Email address

Telephone Number

Website URL

ATTACHMENT “H”

LAGO VISTA SERVICE AGREEMENT EXAMPLE

(TO BE COMPLETED BY THE SELECTED FIRM ONLY)

STATE OF TEXAS	§	
	§	AGREEMENT FOR SERVICES
COUNTY OF TRAVIS	§	

This Agreement for Services (“Agreement”) is made by and between the City of Lago Vista, Texas (“City”) and [Name of Entity]_____, a [Type of Entity]_____, (“Service Provider”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires to engage the services of Service Provider as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to complete the City of Lago Vista LED Monument Sign (RM 1431 Eastbound) (the “Project”); and

WHEREAS, Service Provider desires to render services for the City on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I.
TERM**

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Service Provider shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items or work prepared by the Service Provider in connection with this Agreement. Service Provider shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

**ARTICLE II.
SCOPE OF SERVICE**

2.1 Service Provider shall perform the services in connection with the Project as set forth in the Scope of Services, Exhibit “A.” Service Provider shall perform the services with the professional skill and care ordinarily provided by competent professionals in the same field, as the case may be, practicing in the same or similar locality and under the same or similar circumstances.

2.2 City shall, prior to commencement of services, provide Service Provider with the information set forth in the Scope of Services, if any.

2.3 The Parties acknowledge and agree that any and all opinions provided by Service Provider in connection with the Scope of Services represent the professional judgment of the Service Provider in accordance with the standard of care applicable by law to the services performed hereunder.

2.4 Upon execution of this Agreement the City has the right to use Service Provider's instruments of service, including but not limited to reports, maps, cost estimates, recommendations, or other deliverables for the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The City's employees, agents, contractors, and subcontractors may reproduce applicable portions of the instruments of service for use in performing services or construction for the Project. Upon payment of all amounts due Service Provider hereunder, all deliverables, materials and reports prepared by the Professional in connection with this Agreement shall become the property of the City. The City shall have the right to publish, disclose, distribute, and otherwise use such deliverables, materials and reports only for those purposes for which they were intended. Subject to the foregoing, Service Provider shall, upon completion of the services, or earlier termination, provide the City with the deliverables, drawings, reports, maps, and materials prepared by Service Provider as set forth in the Scope of Services. Record drawings created by the Service Provider which reflect information from the contractor/inspector shall include all plan sheets on a compact disc in a ".dwg" format and scanned 24" x 36" black & white "Tiff" images at 400 dpi resolution.

ARTICLE III. SCHEDULE OF WORK

Service Provider agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

ARTICLE IV. COMPENSATION AND METHOD OF PAYMENT

4.1 Service Provider will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services. Unless otherwise provided herein, payment to the Service Provider shall be given one payment / deposit upon the start date of the project, and then paid the remaining amount once the project has been completed. The City shall pay such payments within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein.

4.2 Unless otherwise provided in the Scope of Services the Service Provider shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet, and email charges.

4.3 The project rates set forth in the Scope of Services, if any, shall remain in effect during the term of this Agreement. Any changes to established project rates shall require the prior written consent of the City.

ARTICLE V DEVOTION OF TIME; PERSONNEL; AND EQUIPMENT

5.1 The Service Provider shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Service Provider shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time and materials basis, in accordance with Service Provider's standard project rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for the Service Provider to perform the services under this Agreement, the Service Provider shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Service Provider may deem proper to aid or assist in the performance of the services under this Agreement. The Service Provider shall provide written notice to and approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Service Provider hereunder and shall not otherwise be reimbursed by the City unless provided differently herein.

5.3 The Service Provider shall furnish the facilities, equipment, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

ARTICLE VI MISCELLANEOUS

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. Service Provider may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Service Provider to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Subcontracting. If subcontracting with another company or individual is proposed, that fact, along with providing the same information for the subcontractor that is required to be provided by the Vendor under this solicitation, must be provided and clearly identified. Following the award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City.

6.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

6.5 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Travis County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.6 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.7 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.8 Independent Contractor. It is understood and agreed by and between the Parties that the Service Provider, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Service Provider pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Service Provider shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.9 Right-of-Access. Service Provider shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Service Provider will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.10 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

If Intended for Service Provider:

Attn: Tracie Hlavinka
City Manager
Lago Vista, TX 78645
Phone: (512) 267-1155

6.11 Insurance.

(a) Service Provider shall during the term hereof maintain in full force and effect the following insurance:

Type	Amount
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000/\$1,000,000/\$1,000,000

Type	Amount
Comprehensive General Liability Including: - Premises/Operations - Products Liability/ Completed Operations - Personal & Advertising Injury - Broad form property damage, to include fire legal liability	\$1,000,000 per occurrence; \$2,000,000 General Aggregate or its equivalent in Umbrella or Excess Liability Coverage
Business Automotive Liability a. Owned/leased vehicles b. Non-owned vehicles Hired vehicles	\$1,000,000 per occurrence or its equivalent on a combined single limit (CSL basis)
Cyber Liability a. Business Interruption b. Data loss/destruction c. Computer fraud d. Cyber Extortion Incident Response and Privacy Notification	\$1,000,000
Tech E&O Liability	\$1,000,000

- (b) All policies of insurance shall be endorsed and contain the following provisions:
(1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the City for cancellation of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. The Service Provider shall provide written notice to the City of any material change of or to the insurance required herein.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by the City.

6.12 Indemnification.

SERVICE PROVIDER DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR

SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE SERVICE PROVIDER, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE SERVICE PROVIDER EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE SERVICE PROVIDER'S LIABILITY.

THE SERVICE PROVIDER'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY SERVICE PROVIDER UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.14 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.15 HB 89 and SB 252 Certifications. If this Agreement provides for payment to Service Provider of over \$100,000, Service Provider hereby certifies that Service Provider does not and will not boycott Israel during the term of this Agreement in accordance with Chapter 2270, Texas Government Code. Additionally, Service Provider hereby certifies that the Service Provider is not included on the website of the Texas Comptroller for entities doing business with foreign terrorist organizations pursuant to Chapter 2252, Texas Government Code.

6.16 Conflicts of Interest. By signature of this Agreement, Service Provider warrants to City that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including business or personal financial interests, direct or indirect, in property abutting the proposed project and business relations with abutting property owners, or with elected officials or employees of City. Service Provider further warrants that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this Agreement and prior to final payment under the Agreement. Service Provider warrants that it has submitted to City a completed Conflicts of Interest Questionnaire as required by Chapter 176 of the Texas Local Government Code.

6.17 Government Code Chapter 2274 Certification. If this Agreement provides for payment to Service Provider of over \$100,000 and if Service Provider employs ten or more people full-time, then Service Provider, by signing below, certifies that: (1) Service Provider does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm

trade association, and (2) Service Provider will not discriminate during the term of this Agreement against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Chapter 2274.

6.18 Authority to Sign. The parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Agreement.

By City:

EXECUTED this _____ day of _____, 2023.

City of Lago Vista, Texas

By: _____
Tracie Hlavinka, City Manager

ATTEST:

By: _____
Lucy Aldrich, City Secretary

By Service Provider:

EXECUTED this _____ day of _____, 2023.

Service Provider

By: _____

Name: _____

Title: _____

Proposal



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

Estimate: 20 24987

Printed 1/19/2024 09:20:32AM

RFP# 24-04

Description: **Additional Monument Sign/EMC - Lago Vista, TX**

Prepared For: Roy Jambor

ph:

Company: COLV

Estimate Date: 1/19/2024 09:20:32AM

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

Proposal

Page 2 of 4



Vistago Print

Vistago Print, LLC

6706 Lohman Ford Rd

Lago Vista, TX 78645

ph. (512) 267-7446 x101

fax

email: chad@vistagoprint.com

Estimate:

20 24987

Printed

1/19/2024 09:20:32AM

RFP# 24-04

2	LED Sign	1	2	56.75	141.75	\$65,332.00	\$0.00	\$65,332.00
---	----------	---	---	-------	--------	-------------	--------	-------------

Description: DOUBLE SIDED ELECTRONIC MESSAGE CENTERS:

-(1) 56 3/4" x 141.75" 12MM Full Color Single Sided EMC

-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 3 of 4



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

Estimate: 20 24987

Printed 1/19/2024 09:20:32AM

RFP# 24-04

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
3 Cabinet Boxes-Illuminated		1	2	27	141.75	\$6,943.00	\$0.00	\$6,943.00

Color: White

Description: "Double 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
4 Install		1	1	0	0	\$2,000.00	\$0.00	\$2,000.00

Color:

Description: INSTALL:

- Sign Cabinets
- Message Center Display
- Hole Drill, Pipe Set,

Text:

Proposal

Page 4 of 4



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

Estimate: 20 24987

Printed 1/19/2024 09:20:32AM

RFP# 24-04

5	Electrical Service	1	1	0	0	\$10,700.00	\$0.00	\$10,700.00
---	--------------------	---	---	---	---	-------------	--------	-------------

Color:

Description: -Electrical Pole & Run to Sign Location

Text:

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

6	Masonry	1	1	1	1	\$10,200.00	\$0.00	\$10,200.00
---	---------	---	---	---	---	-------------	--------	-------------

Color: White

Description: SANDSTONE WALLS BUILT TO SPECS
-Dirt Removal
-Pipe Sets - Pending Engineering
-Foundations
-Stone work

Notes:

Line Item Total:	\$95,675.00
Tax Exempt Amt:	\$95,675.00
Subtotal:	\$95,675.00
Taxes:	\$0.00
Total:	\$95,675.00

Deposit Required: **\$47,837.50**

Company: Vistago Print
Lago Vista, TX

Received/Accepted By:

/ /

Double Sided Monument Sign w/ EMC

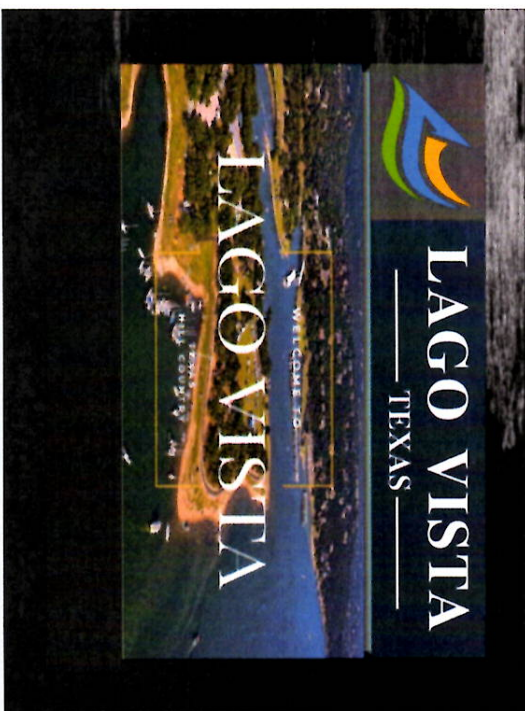
Scale: 1:36

Fabricate & Install **One (1)** Double Sided Monument Sign to Specs

"Double Sided Header Cabinet"

- .080" Aluminum Cabinet Faces P TM P1-P2
- Faces Routed & Backed w/ 3/16" #7328 White Acrylic
- .080" Aluminum Sidewalls PTM P1-P2
- Internally Illuminated w/ PLED RGB Tapout Silks for DS Cabinet
- 2" Aluminum Square Tube Cabinet Frame
- 2" Aluminum Reveal PTM P2 Inset 2" from Edges of Cabinet
- PLED Street Wrap Flex Back-Bend RGB LED Attached to Reveal
- 60W Principle LED Power Supplies Contained in Cabinet
- 7" Pole Pocket for 6 5/8" OD Steel Pipe **(Pending Engineering)**
- "Double Sided Electronic Message Center"
- 56 3/4" x 141 3/4" 12MM Full Color Double Sided EMC
- .080" Perforated Aluminum Sidewalls PTM P3
- 2" Steel Angle EMC Frame
- 7" Pole Pocket for 6 5/8" OD Steel Pipe **(Pending Engineering)**
- 120V Power Brought to Sign by Others
- "Stonework"
- 28" x 18" x 145 3/4" Sandstone Base

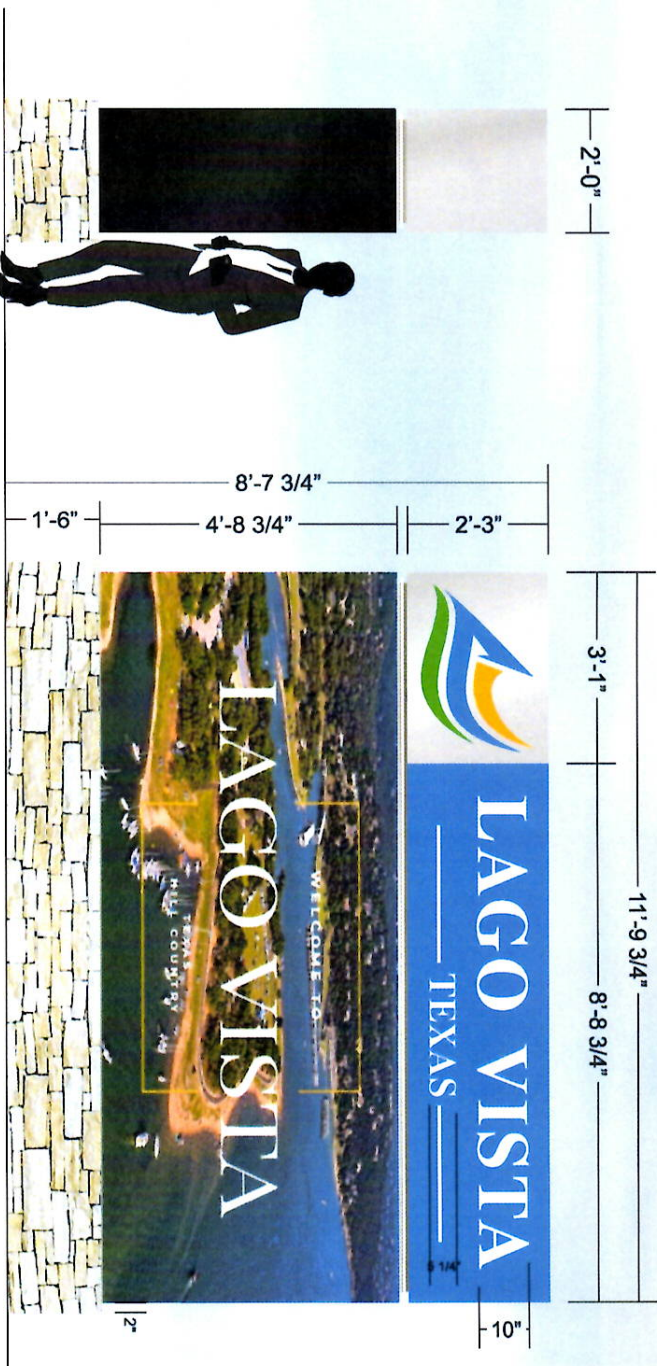
- | | |
|---|--|
|  3M 3630-97
Bristol Blue |  MP Brushed
Aluminum |
|  3M 3630-97
Bristol Blue |  MP Black |
|  Oracal 8500
Lime Tree
Green |  Oracal 8500
Golden Yellow |



Night View - NTS



Site Map - NTS



Side View



Signs will be manufactured with 120 Volts A/C. All Primary electrical service to the sign is the responsibility of the buyer. This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. All bonding & grounding must be done by a qualified, licensed electrician and in accordance with UL Article 600 of the NEC. The location of the disconnect switch after installation shall comply with Article 600.6(A) (1) of the National Electrical Code.

Client Name: City of Lago Vista
Address: Lago Vista, TX
Start Date: 01/15/2024
Filename: LagoVista-B-DGS_Monument-Spect1
Page: 1 of 1
Project Manager: Chad Hendrichs
chad@vistago.com

☒ Conceptual Drawing(s) * ☐ Shop Drawing(s)

Client Approval _____ Date _____

*If indicated, the above design is preliminary. While every attempt is made to produce the related product exactly as it appears on this artwork, certain exceptions may be made re: size, color, materials, etc. These indications are typically made to ensure structural integrity, installability, serviceability, or other. If desired, please request a related shop drawing from your contact before production begins to

<u>RESPONSES SHALL BE DELIVERED TO:</u> CITY OF LAGO VISTA City of Lago Vista 5803. Thunderbird Lago Vista, Texas 78645 Or Online via BidNetDirect: http://www.bidnetdirect.com/texas/lagovista	<u>Or RESPONSES SHALL BE MAILED TO:</u> CITY OF LAGO VISTA City of Lago Vista P.O. Box 4727 Lago Vista, Texas 78645 Or Emailed to: procurement@lagovistatexas.gov
PRE-SUBMITTAL CONFERENCE WILL BE HELD VIA GoToMeeting : N/A	NAME AND ADDRESS OF COMPANY SUBMITTING PROPOSALS: Vistago Print, LLC 6706 Lohman Ford Rd Lago Vista, TX 78645
FOR ADDITIONAL INFORMATION REGARDING THIS RFP PLEASE CONTACT: Eric De La Cruz, Procurement Manager Eric.DeLaCruz@lagovistatexas.gov	Contact Person: <u>Chad Hendricks</u> Title: <u>CEO</u> Phone: (512) <u>267-7446</u> Fax: () <u>X101</u>
RETURN THIS COVER SHEET AS INTENT RESPONSE TO: Tracie Hlavinka City Manager City of Lago Vista 5803 Thunderbird Street Lago Vista, Texas 78645	Email: <u>Chad@vistagoprint.com</u> Signature: <u></u> Printed Name: <u>Chad Hendricks</u>

Attachment "B"

**OFFICIAL PROPOSAL FORM and CERTIFICATION
FOR THE CITY OF LAGO VISTA, TEXAS**

This certification must be submitted with the proposal.

Honorable Mayor and City Council Members:

The undersigned hereby proposes to furnish and deliver FOB destination point as listed on a future Purchase Order or Notice of Award.

To furnish all materials and labor in accordance with the scope of work described in the Proposal for the specified lump sum, subject to all conditions shown therein and the City's Specifications and General Terms and Condition Specifications. When issued, Letters of Clarification shall automatically become part of this Proposal document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the Proposer to ensure that it has obtained such letters. By submitting a Proposal on this project, Proposer shall be deemed to have received all Letters of Clarification and to have incorporated them into its Proposal.

The City may accept this Proposal offer by issuance of a Notice of Award Letter and/or a Purchase Order covering award of said Proposal to this Proposer at any time on or before the 120th day following the day this Official Proposal Form is opened by the City. This offer shall be irrevocable for 120 days after Proposal opening, or for 90 days after City Council awards the Proposal, whichever comes last, but this period may be extended by written agreement of the parties.

THIS PROPOSER IS AND REPRESENTS THAT IT IS AN EQUAL OPPORTUNITY EMPLOYER

The undersigned hereby offers to furnish and deliver the materials and/or services as specified at the prices and terms herein stated and in accordance with the Request for Proposal, Clarification Letters, and any General Terms and Condition Specifications that they City might have issued in connection with this solicitation, all of which are made a part of this offer.

All pages of The City of Lago Vista's form, including but not limited to the General Terms and Conditions, Specifications and page one of this Proposal invitation are incorporated by reference into this Proposal for all purposes.

**NOTICE TO ALL NEW CONTRACTORS WHO HAVE NOT
CONDUCTED BUSINESS WITH THE CITY OF LAGO VISTA**

FEDERAL FORM W9 REQUIREMENT:

The "Request for Taxpayer Identification Number and Certification" Federal Form W-9 should be filled out and returned with your proposal. This form is available from any Federal Office or from The City of Lago Vista Finance Office and has not been included as part of this Proposal package. The form should be mailed to The City of Lago Vista, 5803 Thunderbird, Lago Vista, TX 78645.

This form is **REQUIRED** to be on file **BEFORE** we can conduct any business with any Contractor. Submitting this form will assist us in setting your company up as a certified Contractor of The City of Lago Vista.

PROPOSERS CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Request for Proposal. I also understand that if this proposal is accepted by The City of Lago Vista that all of the terms and conditions, specifications, and requirements submitted in my proposal and any additions, changes, or deletions made during negotiations will be made a part of this proposal under a binding contract between my company and The City of Lago Vista, Texas. I also certify that this proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

- Corporation ☒ (The Proposal **MUST** be signed by an Officer of the company)
- Partnership ☐ (The Proposal **MUST** be signed by a General Partner)
- Joint Venture ☐ (The Proposal **MUST** be signed by an Officer of the company)
- Sole Proprietor ☐ (The Proposal **MUST** be signed by the Owner)

Is the company a small, minority, or woman-owned business enterprise?

MBE ☐ WBE ☐ SBE ☐

Has the company been certified as a SMWBE by any governmental agency?

Yes ☐ No ☒

If yes, specify the governmental agency: _____

Date of certification: _____

LETTERS OF CLARIFICATION:

The Proposer acknowledges receipt of the following Letters of Clarification: (If you have not received any Letters of Clarification, then write NONE across the blanks). If you have received Letters of Clarification, then write beside the appropriate Letter of Clarification number the date received. ALL LETTERS OF CLARIFICATION RECEIVED SHOULD BE ATTACHED TO THE PROPOSAL.

LETTER OF CLARIFICATION # 1 None

LETTER OF CLARIFICATION # 2 None

LETTER OF CLARIFICATION # 3 None

COMPANY NAME: _____

COMPANY ADDRESS: _____

CITY/STATE/ZIP: _____

COMPANY REPRESENTATIVE

NAME: _____

TELEPHONE #: _____ FAX#: _____

EMAIL: _____

SIGNATURE: _____

DATE: _____

ATTACHMENT “D”

CONFLICT OF INTEREST DISCLOSURE REQUIREMENT

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e., The City of Lago Vista) must disclose in the Questionnaire Form CIQ (“Questionnaire”) the person’s affiliation or business relationship that might cause a conflict of interest with the local governmental entity. Bylaw, the Questionnaire must be filed with the Lago Vista City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the City or submits an application or response to a Request for Proposals or bids, correspondence, or another writing related to a potential Contract with the City. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaire Form CIQ is enclosed with the submittal documents. The form is also available at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

Questions about compliance shall be directed to the Proposer’s legal counsel.

Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense Uunder Chapter 176 is a Class C misdemeanor

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.Vistago Print, LLC**2** ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed._____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐

Yes

☐

No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4_____
Signature of vendor doing business with the governmental entity_____
Date

Adopted 8/7/2015

ATTACHMENT "F"

DRUG-FREE WORKPLACE CERTIFICATION

The Vistago Print, LLC (company name) will provide a Drug Free Workplace in compliance with the Drug Free Workplace Act of 1988. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited on the premise of the Vistago Print, LLC (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

The undersigned Contractor certifies it will provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Contractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the Contractor's policy statement;

Notifying the employees in the Contractor's policy statement that as a condition of employment under this contract, employees shall abide by the terms of the policy statement and notifying the Contractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the City within ten (10) days of the Contractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Vistago Print, LLC
Name of Organization / Contractor(s)

Chad Hendell
Signature of Authorized Representative:

1/19/2024
Date:

ATTACHMENT "G"

QUALIFICATIONS & REFERENCE SHEET

Please Complete and Return This Form with the Response

The Contractor may furnish up to a maximum of three (3) references for projects of a similar size and scope, with the following information provided for each reference:

1. Client's Name COLV
Name of Contact Ray Jambor
Title of Contact Development Services Director
Email address ray.jambor@lagovistatexas.org
Telephone Number 512-267-5259 x113
Website URL _____

2. Client's Name _____
Name of Contact _____
Title of Contact _____
Email address _____
Telephone Number _____
Website URL _____

3. Client's Name _____
Name of Contact _____
Title of Contact _____
Email address _____
Telephone Number _____
Website URL _____

Attachment "C"
HB 89 Form

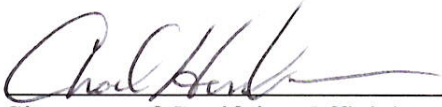
Effective September 1, 2017, House Bill 89 Prohibition on Contracts with Companies Boycotting Israel states that a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a **written verification** from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

"Boycott Israel" is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

To Be Completed By Contractor:

"I, Chad Hendricks (Name of certifying official), the CEO
(title or position of certifying official) of Vistago Print, LLC (name of company),
does hereby verify on behalf of said company to the City that said company does not Boycott Israel
and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001)
during the term of this contract.


Signature of Certifying Official

CEO
Title

1/19/2024
Date

ATTACHMENT "E"

CITY OF LAGO VISTA

INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed By Insurance Agent/Broker and Responder

I, the undersigned Agent/Broker, reviewed the insurance requirement contained in this proposal document. If the Proposer shown below is awarded this contract by the City of Lago Vista, I will be able to, within fifteen (15) days of notification of such award, furnish a valid insurance certificate to the City of Lago Vista meeting all the insurance requirements in this proposal.

Insurance Coverage Reviewed: 1/19/2024

Agent's Name: JT REISDORF

Agency Name: JT REISDORF STATE Farm Insurance

Address: 103 N. BELL BLVD BI

City / State / ZIP: CEAR PARK TX 78613

Telephone No. () 512 219 7295 Fax No. () _____

Proposer's Name and Company: _____

RFP Number and Title: _____

Insurance Agent / Broker Signature: [Signature] Date: 1/19/2024

By submitting a proposal and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within fifteen days of notification of award.

If the above fifteen-day requirement is not met, the City of Lago Vista has the right to reject this proposal and award the contract to the next lowest proposer meeting specifications. If you have any questions concerning these requirements, please contact the City Manager (512) 267-1155.

Proposer's Signature: [Signature] Date: 1/19/2024

ATTACHMENT “H”

LAGO VISTA SERVICE AGREEMENT EXAMPLE

(TO BE COMPLETED BY THE SELECTED FIRM ONLY)

STATE OF TEXAS	§	
	§	AGREEMENT FOR SERVICES
COUNTY OF TRAVIS	§	

This Agreement for Services (“Agreement”) is made by and between the City of Lago Vista, Texas (“City”) and [Name of Entity]_____, a [Type of Entity]_____, (“Service Provider”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires to engage the services of Service Provider as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to complete the City of Lago Vista Pool Replaster (the “Project”); and

WHEREAS, Service Provider desires to render services for the City on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I.
TERM**

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Service Provider shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items or work prepared by the Service Provider in connection with this Agreement. Service Provider shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

**ARTICLE II.
SCOPE OF SERVICE**

2.1 Service Provider shall perform the services in connection with the Project as set forth in the Scope of Services, Exhibit “A.” Service Provider shall perform the services with the professional skill and care ordinarily provided by competent professionals in the same field, as the case may be, practicing in the same or similar locality and under the same or similar circumstances.

2.2 City shall, prior to commencement of services, provide Service Provider with the information set forth in the Scope of Services, if any.

2.3 The Parties acknowledge and agree that any and all opinions provided by Service Provider in connection with the Scope of Services represent the professional judgment of the Service Provider in accordance with the standard of care applicable by law to the services performed hereunder.

2.4 Upon execution of this Agreement the City has the right to use Service Provider's instruments of service, including but not limited to reports, maps, cost estimates, recommendations, or other deliverables for the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The City's employees, agents, contractors, and subcontractors may reproduce applicable portions of the instruments of service for use in performing services or construction for the Project. Upon payment of all amounts due Service Provider hereunder, all deliverables, materials and reports prepared by the Professional in connection with this Agreement shall become the property of the City. The City shall have the right to publish, disclose, distribute, and otherwise use such deliverables, materials and reports only for those purposes for which they were intended. Subject to the foregoing, Service Provider shall, upon completion of the services, or earlier termination, provide the City with the deliverables, drawings, reports, maps, and materials prepared by Service Provider as set forth in the Scope of Services. Record drawings created by the Service Provider which reflect information from the contractor/inspector shall include all plan sheets on a compact disc in a ".dwg" format and scanned 24" x 36" black & white "Tiff" images at 400 dpi resolution.

ARTICLE III. SCHEDULE OF WORK

Service Provider agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

ARTICLE IV. COMPENSATION AND METHOD OF PAYMENT

4.1 Service Provider will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services. Unless otherwise provided herein, payment to the Service Provider shall be given one payment / deposit upon the start date of the project, and then paid the remaining amount once the project has been completed. The City shall pay such payments within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein.

4.2 Unless otherwise provided in the Scope of Services the Service Provider shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet, and email charges.

4.3 The project rates set forth in the Scope of Services, if any, shall remain in effect during the term of this Agreement. Any changes to established project rates shall require the prior written consent of the City.

ARTICLE V DEVOTION OF TIME; PERSONNEL; AND EQUIPMENT

5.1 The Service Provider shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Service Provider shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time and materials basis, in accordance with Service Provider's standard project rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for the Service Provider to perform the services under this Agreement, the Service Provider shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Service Provider may deem proper to aid or assist in the performance of the services under this Agreement. The Service Provider shall provide written notice to and approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Service Provider hereunder and shall not otherwise be reimbursed by the City unless provided differently herein.

5.3 The Service Provider shall furnish the facilities, equipment, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

ARTICLE VI MISCELLANEOUS

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. Service Provider may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Service Provider to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Subcontracting. If subcontracting with another company or individual is proposed, that fact, along with providing the same information for the subcontractor that is required to be provided by the Vendor under this solicitation, must be provided and clearly identified. Following the award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City.

6.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

6.5 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Travis County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.6 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.7 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.8 Independent Contractor. It is understood and agreed by and between the Parties that the Service Provider, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Service Provider pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Service Provider shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.9 Right-of-Access. Service Provider shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Service Provider will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.10 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

If Intended for Service Provider:

Attn: Tracie Hlavinka
City Manager
Lago Vista, TX 78645
Phone: (512) 267-1155

6.11 Insurance.

- (a) Service Provider shall during the term hereof maintain in full force and effect the following insurance:

Type	Amount
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000/\$1,000,000/\$1,000,000

Type	Amount
Comprehensive General Liability Including: - Premises/Operations - Products Liability/ Completed Operations - Personal & Advertising Injury - Broad form property damage, to include fire legal liability	\$1,000,000 per occurrence; \$2,000,000 General Aggregate or its equivalent in Umbrella or Excess Liability Coverage
Business Automotive Liability a. Owned/leased vehicles b. Non-owned vehicles Hired vehicles	\$1,000,000 per occurrence or its equivalent on a combined single limit (CSL basis)
Cyber Liability a. Business Interruption b. Data loss/destruction c. Computer fraud d. Cyber Extortion Incident Response and Privacy Notification	\$1,000,000
Tech E&O Liability	\$1,000,000

- (b) All policies of insurance shall be endorsed and contain the following provisions:
(1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the City for cancellation of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. The Service Provider shall provide written notice to the City of any material change of or to the insurance required herein.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by the City.

6.12 Indemnification.

SERVICE PROVIDER DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR

SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE SERVICE PROVIDER, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE SERVICE PROVIDER EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE SERVICE PROVIDER'S LIABILITY.

THE SERVICE PROVIDER'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY SERVICE PROVIDER UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.14 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.15 HB 89 and SB 252 Certifications. If this Agreement provides for payment to Service Provider of over \$100,000, Service Provider hereby certifies that Service Provider does not and will not boycott Israel during the term of this Agreement in accordance with Chapter 2270, Texas Government Code. Additionally, Service Provider hereby certifies that the Service Provider is not included on the website of the Texas Comptroller for entities doing business with foreign terrorist organizations pursuant to Chapter 2252, Texas Government Code.

6.16 Conflicts of Interest. By signature of this Agreement, Service Provider warrants to City that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including business or personal financial interests, direct or indirect, in property abutting the proposed project and business relations with abutting property owners, or with elected officials or employees of City. Service Provider further warrants that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this Agreement and prior to final payment under the Agreement. Service Provider warrants that it has submitted to City a completed Conflicts of Interest Questionnaire as required by Chapter 176 of the Texas Local Government Code.

6.17 Government Code Chapter 2274 Certification. If this Agreement provides for payment to Service Provider of over \$100,000 and if Service Provider employs ten or more people full-time, then Service Provider, by signing below, certifies that: (1) Service Provider does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm

trade association, and (2) Service Provider will not discriminate during the term of this Agreement against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Chapter 2274.

6.18 Authority to Sign. The parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Agreement.

By City:

EXECUTED this _____ day of _____, 2023.

City of Lago Vista, Texas

By: _____
Tracie Hlavinka, City Manager

ATTEST:

By: _____
Lucy Aldrich, City Secretary

By Service Provider:

EXECUTED this _____ day of _____, 2023.

Service Provider

By: _____

Name: _____

Title: _____



CompleteSigns

S NEED A **GN?**



REQUEST FOR PROPOSAL (RFP)
For

Project Title: LED Monument Sign (RM 1431 Eastbound)

RFP No. 24-04 Request for Proposals for City Pool Replastering

Issued: 12-20-2023

**Proposal Submission Deadline: January 31, 2024, 3:00pm CST
Local Time**

NO LATE PROPOSALS SHALL BE ACCEPTED

<u>RESPONSES SHALL BE DELIVERED TO:</u> CITY OF LAGO VISTA City of Lago Vista 5803. Thunderbird Lago Vista, Texas 78645 Or Online via BidNetDirect: http://www.bidnetdirect.com/texas/lagovista	<u>Or RESPONSES SHALL BE MAILED TO:</u> CITY OF LAGO VISTA City of Lago Vista P.O. Box 4727 Lago Vista, Texas 78645 Or Emailed to: procurement@lagovistatexas.gov
PRE-SUBMITTAL CONFERENCE WILL BE HELD VIA GoToMeeting : N/A	NAME AND ADDRESS OF COMPANY SUBMITTING PROPOSALS: Complete Signs 227 Hostdale Drive Dothan, AL 36303
FOR ADDITIONAL INFORMATION REGARDING THIS RFP PLEASE CONTACT: Eric De La Cruz, Procurement Manager Eric.DeLaCruz@lagovistatexas.gov	Contact Person: <u>Justin Holland</u> Title: <u>Vice President</u> Phone: <u>(888) 823-9005</u> Fax: <u>(334) 556-0218</u> X 0103
RETURN THIS COVER SHEET AS INTENT RESPONSE TO: Tracie Hlavinka City Manager City of Lago Vista 5803 Thunderbird Street Lago Vista, Texas 78645	Email: <u>justin@completesigns.net</u> Signature: <u></u> Printed Name: <u>Justin Holland</u>

Attachment "B"

OFFICIAL PROPOSAL FORM and CERTIFICATION
FOR THE CITY OF LAGO VISTA, TEXAS

This certification must be submitted with the proposal.

Honorable Mayor and City Council Members:

The undersigned hereby proposes to furnish and deliver FOB destination point as listed on a future Purchase Order or Notice of Award.

To furnish all materials and labor in accordance with the scope of work described in the Proposal for the specified lump sum, subject to all conditions shown therein and the City's Specifications and General Terms and Condition Specifications. When issued, Letters of Clarification shall automatically become part of this Proposal document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the Proposer to ensure that it has obtained such letters. By submitting a Proposal on this project, Proposer shall be deemed to have received all Letters of Clarification and to have incorporated them into its Proposal.

The City may accept this Proposal offer by issuance of a Notice of Award Letter and/or a Purchase Order covering award of said Proposal to this Proposer at any time on or before the 120th day following the day this Official Proposal Form is opened by the City. This offer shall be irrevocable for 120 days after Proposal opening, or for 90 days after City Council awards the Proposal, whichever comes last, but this period may be extended by written agreement of the parties.

THIS PROPOSER IS AND REPRESENTS THAT IT IS AN EQUAL OPPORTUNITY EMPLOYER

The undersigned hereby offers to furnish and deliver the materials and/or services as specified at the prices and terms herein stated and in accordance with the Request for Proposal, Clarification Letters, and any General Terms and Condition Specifications that they City might have issued in connection with this solicitation, all of which are made a part of this offer.

All pages of The City of Lago Vista's form, including but not limited to the General Terms and Conditions, Specifications and page one of this Proposal invitation are incorporated by reference into this Proposal for all purposes.

**NOTICE TO ALL NEW CONTRACTORS WHO HAVE NOT
CONDUCTED BUSINESS WITH THE CITY OF LAGO VISTA**

FEDERAL FORM W9 REQUIREMENT:

The "Request for Taxpayer Identification Number and Certification" Federal Form W-9 should be filled out and returned with your proposal. This form is available from any Federal Office or from The City of Lago Vista Finance Office and has not been included as part of this Proposal package. The form should be mailed to The City of Lago Vista, 5803 Thunderbird, Lago Vista, TX 78645.

This form is **REQUIRED** to be on file **BEFORE** we can conduct any business with any Contractor. Submitting this form will assist us in setting your company up as a certified Contractor of The City of Lago Vista.

PROPOSERS CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Request for Proposal. I also understand that if this proposal is accepted by The City of Lago Vista that all of the terms and conditions, specifications, and requirements submitted in my proposal and any additions, changes, or deletions made during negotiations will be made a part of this proposal under a binding contract between my company and The City of Lago Vista, Texas. I also certify that this proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

Corporation X (The Proposal MUST be signed by an Officer of the company)
Partnership (The Proposal MUST be signed by a General Partner)
Joint Venture (The Proposal MUST be signed by an Officer of the company)
Sole Proprietor (The Proposal MUST be signed by the Owner)

Is the company a small, minority, or woman-owned business enterprise?

MBE WBE SBE

Has the company been certified as a SMWBE by any governmental agency?

Yes ☐ No ☒

If yes, specify the governmental agency: _____

Date of certification: _____

LETTERS OF CLARIFICATION:

The Proposer acknowledges receipt of the following Letters of Clarification: (If you have not received any Letters of Clarification, then write NONE across the blanks). If you have received Letters of Clarification, then write beside the appropriate Letter of Clarification number the date received. ALL LETTERS OF CLARIFICATION RECEIVED SHOULD BE ATTACHED TO THE PROPOSAL.

LETTER OF CLARIFICATION # 1 _____

LETTER OF CLARIFICATION # 2 _____

LETTER OF CLARIFICATION # 3 _____

COMPANY NAME: Complete Signs

COMPANY ADDRESS: 227 Hosldale Drive

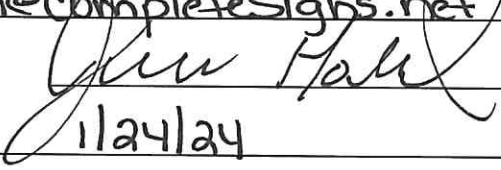
CITY/STATE/ZIP: Dothan, AL 36303

COMPANY REPRESENTATIVE

NAME: Justin Holland

TELEPHONE #: 888-823-9005 x0103 FAX#: 334-556-0218

EMAIL: justin@completesigns.net

SIGNATURE: 

DATE: 11/24/24

Attachment "C"
HB 89 Form

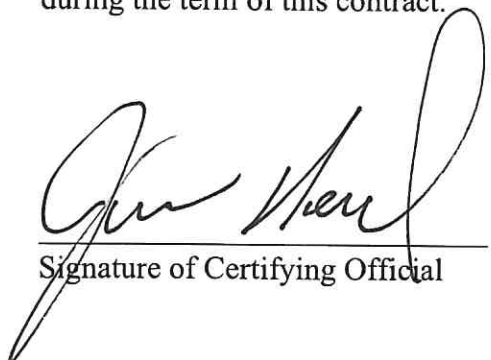
Effective September 1, 2017, House Bill 89 Prohibition on Contracts with Companies Boycotting Israel states that a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a **written verification** from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

"Boycott Israel" is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

To Be Completed By Contractor:

"I, Justin Holland (Name of certifying official), the Vice President (title or position of certifying official) of Complete Signs (name of company), does hereby verify on behalf of said company to the City that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract.


Signature of Certifying Official

Vice President
Title

1/24/24
Date

ATTACHMENT "D"**CONFLICT OF INTEREST DISCLOSURE REQUIREMENT**

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e., The City of Lago Vista) must disclose in the Questionnaire Form CIQ ("Questionnaire") the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. Bylaw, the Questionnaire must be filed with the Lago Vista City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the City or submits an application or response to a Request for Proposals or bids, correspondence, or another writing related to a potential Contract with the City. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaire Form CIQ is enclosed with the submittal documents. The form is also available at <http://www.ethics.state.tx.us/forms/CIO.pdf>.

Questions about compliance shall be directed to the Proposer's legal counsel.

Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense Under Chapter 176 is a Class C misdemeanor

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Complete Signs

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☒ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

[Signature]
Signature of vendor doing business with the governmental entity

1-29-24

Date

Adopted 8/7/2015

ATTACHMENT "E"CITY OF LAGO VISTAINSURANCE REQUIREMENT AFFIDAVIT**To Be Completed By Insurance Agent/Broker and Responder**

I, the undersigned Agent/Broker, reviewed the insurance requirement contained in this proposal document. If the Proposer shown below is awarded this contract by the City of Lago Vista, I will be able to, within fifteen (15) days of notification of such award, furnish a valid insurance certificate to the City of Lago Vista meeting all the insurance requirements in this proposal.

Insurance Coverage Reviewed: Flowers Insurance

Agent's Name: Rusty Owens

Agency Name: Flowers Insurance

Address: 2501 W. Main St.

City / State / ZIP: Dothan, AL 36301

Telephone No. ~~(351)~~ 350-5480 Fax No. () _____

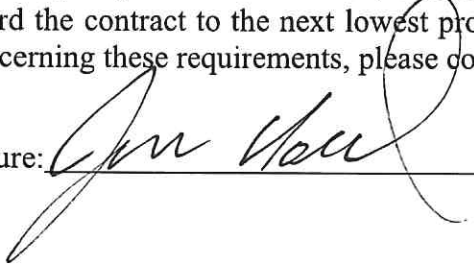
Proposer's Name and Company: Complete Signs - Justin Holland

RFP Number and Title: Vice President

Insurance Agent / Broker Signature:  Date: 1-29-24

By submitting a proposal and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within fifteen days of notification of award.

If the above fifteen-day requirement is not met, the City of Lago Vista has the right to reject this proposal and award the contract to the next lowest proposer meeting specifications. If you have any questions concerning these requirements, please contact the City Manager (512) 267-1155.

Proposer's Signature:  Date: 1-29-24

ATTACHMENT "F"**DRUG-FREE WORKPLACE CERTIFICATION**

The Complete Signs (company name) will provide a Drug Free Workplace in compliance with the Drug Free Workplace Act of 1988. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited on the premise of the Complete Signs (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

The undersigned Contractor certifies it will provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Contractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the Contractor's policy statement;

Notifying the employees in the Contractor's policy statement that as a condition of employment under this contract, employees shall abide by the terms of the policy statement and notifying the Contractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the City within ten (10) days of the Contractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Complete Signs

Name of Organization / Contractor(s)

[Signature]
Signature of Authorized Representative:

1-29-24

Date:

ATTACHMENT "G"QUALIFICATIONS & REFERENCE SHEETPlease Complete and Return This Form with the Response

The Contractor may furnish up to a maximum of three (3) references for projects of a similar size and scope, with the following information provided for each reference:

1. Client's Name Sunbelt Rentals
 Name of Contact David Kolker
 Title of Contact _____
 Email address david.kolker@sunbeltrentals.com
 Telephone Number 803.389.6481
 Website URL _____

2. Client's Name Eglin Federal Credit Union
 Name of Contact Alan Campbell
 Title of Contact _____
 Email address _____
 Telephone Number 850.862.0111 X 1000
 Website URL _____

3. Client's Name Mobile County Schools- JE Turner Elem.
 Name of Contact Glenda Warren
 Title of Contact _____
 Email address gwarren@mcpss.com
 Telephone Number 251.221.1285
 Website URL _____



Complete Signs

P.O. Box 8861 Dolhan, AL 36304 P 888.823.9005
F 334.556.0218 signs@completesigns.net www.completesigns.net

Quotation

To: City of Lago Vista, TX

Date: 1/4/2024

Item	QTY	Description	Unit Price	Sub Total
1	1	Complete Sign Package	\$ 59,005.00	\$ 59,005.00
2	1	7' x 14' led-lit cabinet	Included	Included
3	1	4'9 x 11'10 (90x225) 16mm full color LED message sign	Included	Included
4	1	2' x 15' stone base	Included	Included
5	1	Verizon 4G Wireless Communication Modem Kit (With lifetime activation)	Included	Included
6	1	Technical Survey See below	Included	Included
7	1	Steel pipe for sign @oah 9'	Included	Included
8	1	Install of monument sign @oah 9'	Included	Included
9	1	Shipping to CA	Included	Included
10	1	Software Training - Free for Life	No Charge	No Charge
11	1	Cloud Based Software Package - Free Upgrades	No Charge	No Charge
12	1	EMC manufacturer's 7 year parts and labor Warranty *See warranty statement for full terms & conditions	No Charge	No Charge



Electrical requirements for sign TBD

Total \$ 59,005.00

Buyer is also responsible for the following items (when applicable) which are not included in the above price but will be included in the final invoice: taxes; permit fees; the cost of securing permits; sealed engineered drawings; final electrical connections or any additional freight charges. Complete Signs is not responsible for running power to the sign location. Installation pricing is based on anticipated normal wall and soil conditions. Buyer also acknowledges that the final price may be adjusted for unanticipated conditions (such as, but not limited to, poor access behind walls or unstable and/or rocky soil conditions.) A technical survey is required in order to obtain detailed measurements, mounting details, and confirm site conditions. For replacement faces, the price could vary if the existing size is different from size listed on our quotation. The price would go up or down proportionally based on a cost of \$20 per square foot. Existing steel poles/support structure will be surveyed and Complete Signs will advise if it is adequate for the cities wind load requirements. If any structural changes are required, Complete Signs will advise and present an updated quote for approval. Payment for all charges shall be in accordance with paragraph 6 of this Agreement.

UPON SIGNATURE OF THE PARTIES (BELOW) THIS QUOTATION IS INCORPORATED IN THE AGREEMENT OF THE PARTIES (AS ATTACHMENT 1) AND SUPERSEDES ALL PRIOR QUOTATIONS.

Customers Signature _____

Complete Signs, LLC Signature _____

Note: Quotation must be signed within 10 days or prices are subject to change.

ATTACHMENT 1

Complete Signs, LLC Sales Installation Contract

Page A1



Acceptance of this bid constitutes agreement to the following:

Complete Signs, has reviewed the terms and conditions included in the bid package. As a preliminary matter, Complete Signs intends to comply with said terms and conditions. This bid is made contingent upon Complete Signs final review and acceptance of all final contracts, terms and conditions. Complete Signs will review and communicate its acceptance or rejection of specific terms and/or conditions within 7 days of being notified that it is the successful bidder and is being offered the contract. Should the parties be unable to reach an agreement regarding one or more of said terms and/or conditions, the bid submitted by Complete Signs shall be considered void and no cost or liability of any kind shall accrue on behalf of, or in favor of, either party or their sureties, including but not limited to expenses related to bid preparation, bid bonds, etc.

IT'S IMPORTANT TO LOOK PAST MISLEADING MARKETING TALK.

Get the **BEST CARE** for your investment with an on-site parts replacement service that's underwritten, backed up logistically, and operated legally by a proven company that can **WALK THE WALK**.

DEMAND BETTER: TRUE ON-SITE LABOR SERVICE

THE TALK: 2-5 Year Parts and Minimum Expectations

The industry standard warranty is only 2-5 years for parts, no on-site service, and communications devices are covered for only 1 year. Unfortunately, this minimum expectation is often exaggerated by using clever marketing terms that carry empty promises.

DIY Service Warranty

Some claim to offer an on-site labor service, but the details and specifics are not available or poorly implemented. Sometimes verbiage is used to leave the impression that on-site service is included, yet in reality it costs extra. Others only address on-site service needs on a case-by-case basis without any standards or policies and they illegally self-insure their program. Is it worth the risk?

Lifetime Quality Warranty

Terms like these, and other similar generalities can be used to give the impression of value where there is none. They are incredibly subjective with no way to accurately verify or quantify. Additionally, lifetime usually only means the lifetime of the warranty, not the display.

Factory Labor

Read the small print and you'll often find "Parts and Factory Labor" included. Unfortunately, this phrase is often misused. It simply means that the cost to repair the parts at the factory are covered. It does not include the cost to remove, ship, receive and replace the part at the sign.

THE WALK: 7 Year Parts, 7 Year On-Site, 7 Year Lighting & Vandalism Protection.

Vantage LED USA provides a 7 Yr Parts & On-Site Parts Replacement Service covering the entire LED sign, internal components, and communication devices. It's underwritten by an "A" rated insurance carrier and licensed administrator in all states for legal compliance and guaranteed full term obligation.

FIELD PROVEN & PROFICIENT

If a part fails, we work with the dealer to diagnose and quickly send replacement parts to get the sign operational as soon as possible. If the service is outside of our dealer's normal range, a separate registered service provider will be utilized.

The cost to ship the parts both directions is covered with a return label provided with every shipment. On mission critical projects, we can include a local spare parts kit so issues can be resolved immediately. Replacements are then sent to restock the kit.

We also give peace of mind by providing financial reimbursement towards the owner's insurance deductible for Lightning or Vandalism issues; once each per warranty term.



UNDERWRITTEN & ADMINISTERED BY A LEGALLY LICENSED 3RD PARTY

Our on-site service program is administered, fully backed, and underwritten by a licensed 3rd Party for the entire term, as required by law. Being underwritten and legal protects the display owner and ensures the service is available throughout the warranty term, regardless of the manufacturer's status.

EXTENSIVE SUPPORT NETWORK

Our network of Dealers, Electricians, and Service Technicians across the country set the foundation, backed by our US based support & dispatch teams ensure a smooth transition from trouble ticket, to parts shipment, to service dispatch, and a successful completion.

Letter of Transmittal

January 25, 2024

City of Lago Vista, Texas
5830 Thunderbird
Lago Vista, Texas 78645

RE: RFP LED Monument Sign

Howard Technology Solutions (a division of Howard Industries, Inc. (Federal ID Number 64-0466143 and SPIN 143022153) is pleased to offer a response to your RFP. Howard Technology Solutions has read and understands the RFP and are able to provide the services requested. Howard Technology Solutions, with its 40+ years of manufacturing experience, is well versed in the manufacturing and production of technology products and services.

Howard Technology Solutions, a division of Howard Industries, Inc., was established in 1998 with our parent company being founded in 1968. Howard Technology Solutions currently employs approximately 4,531 employees. Howard Technology Solutions is driven by helping our customers understand technology products and services that could benefit their organizations.

Howard Enterprise focuses on the needs of federal, state and local government agencies, as well as affiliated businesses. We understand the requirements and challenges associated with procurement, and have been supplying both business and government clients with the latest technology for almost two decades. In addition to the servers, desktops, notebooks, and specialized mobility solutions we manufacture, we've partnered with other industry leaders to offer over 450,000 name brand items to meet the advanced technological needs that business and government facilities face today.

The office location that will serve as the main point of contact is Howard Technology Solutions at 36 Howard Drive, Ellisville, MS 39437. Your point of contact for the RFP is: **Bid Services Department** – (Phone) 601.425.3181; (Email) bids@howardcomputers.com. Your point of contact for this RFP is: Brandey Boyd: Bids & Contract Manager, (Phone) 601.399.5831 (Fax) 601.399.5077 (Email) bboyd@howard.com

Sincerely,



Emily Smith

Bid Specialist

Howard Technology Solutions

Email: bids@howardcomputers.com | ejsmith@howard.com

Office: (601) 399-5640

Sales Representatives

Hayden W Rash

Texas Government Outside Sales

Howard Technology Solutions

Austin, TX 78728

Work: (737) 587-9934

Cell: (915) 539-5471

Elijah Kilpatrick

Inside Sales

AR/TN/LA/TX

Office: 601-399-5037

Company Narrative

Introduction

Howard Experience, Knowledge, Expertise, and Breadth of Offerings

Howard Technology Solutions is a provider of cutting-edge technology solutions, which include audio-visual solutions, network solutions, security and storage solutions, interactive solutions, as well as project design, consultation, and installation services. Howard is known for its cost-effective approach to providing the very latest in reliable, high-quality technology equipment. In addition to offering thousands of top-of-the-line third-party brands, Howard also manufactures custom desktops, laptops, servers, and presentation carts that continue to secure market recognition. We have established partnerships with industry leaders which enables Howard to offer a rich portfolio of over 250,000 name brand products ranging from projectors, document cameras, and sound equipment to interactive technologies and control systems – everything needed for the 21st Century skills, foster collaboration, and integrate multimedia tools into instruction.

Howard Technology Solutions is a complete solutions provider. What sets us apart from other companies is our ability to gain a seat at the table and become a trusted consultant who readily shares knowledge, insight, and will answer questions without expectations, rather than simply being a sales company. Our highly knowledgeable sales associates routinely attend in-house training sessions across our ever-growing catalog of products. This ongoing training and education allow our associates to assist customers in finding information needed to make an informed decision on the products and services they require. HTS desires to assist our customers in structuring a plan around a solid solution rather than just awaiting a sale or purchase order.

In addition to our sales associates, Howard has a large staff of pre-sale design engineers and project managers who are fully trained to confirm to the growing needs of our customers, regardless of project size or complexity. Our design and project management staff hold a long and varied list of certifications which allows HTS to provide a large variety of designs and solutions ranging from the simple to the very complex. A list of certifications held by our team members is outlined in the Audio-Visual Certification List and the Networking and Cyber Security Certification List section.

We utilize project management software to ensure constant communications between our project managers, sales associates, and customers throughout the entire process, from design conception through project completion. Our project management software (Smartsheet) allows our AV/NT/Security teams, management, and sales teams to monitor, manage, and communicate across all avenues of project conception and completion. Our project teams attend weekly meetings to discuss ongoing projects and any related issues which may arise. Issues are quickly escalated through our project team, operations/sales managers, and Vice President, so problems are resolved quickly, ensuring projects remain on schedule. Once projects are complete, customers are

presented with a satisfaction survey which allows HTS to monitor all areas of customer feedback and implement ongoing training and adjust our project management process as needed to ensure any future issues can be addressed before they become an area of concern.

As a complete service provider, we pride ourselves on our customer retention and satisfaction. Howard Technology Solutions measure our success by our customers' satisfaction, providing them the best possible services available, and going above and beyond our customers' expectations each and every day. We have incorporated an online customer satisfaction survey form where we routinely collect customer feedback and focus on all critiques presented. We strive to be our customers' first choice for technology solutions and services because at HTS, we value our customers and customer satisfaction above all else.

Howard Technology Solutions has read and understands the enclosed RFP can provide the services and products requested. Howard Technology Solutions, with its 40+ years of manufacturing experience, is well versed in the manufacturing and production of technology products and services.

Company Narrative Executive Summary

Howard Technology Solutions is the newest division of Howard Industries, Inc. - a \$1.6 billion privately-held electrical products corporation. Howard Industries was founded in 1968 by Billy and Linda Howard. The Howards have grown their core business - distribution transformers - into the leader of their industry. Today, Howard Industries' Transformer Division is the number one producer of distribution transformers in the United States and is housed in the largest transformer plant in the world - 2.2 million square feet. In addition, the company employs approximately 4,200 employees today.

The Howards have diversified their interest over the years to form their own trucking company, Howard Transportation. Begun in the era of deregulation of the industry to haul Howard's own products, Howard Transportation now carries 60% of its load from companies other than Howard Industries and is one of the leading Southeastern carriers.

Not satisfied with all their success, the Howards again diversified in the early 1990s and formed a new division, Howard Lighting Products. This division manufactures and offers a vast selection of high-quality fluorescent and HID (High Intensity Discharge) ballast, in addition to lighting products that are ideal for commercial and residential uses. Today, this division has products in use at Johnson Space Center, Kennedy Space Center, Camp Pendleton, CIA headquarters at Langley, Fort Bragg, and many other US government facilities.

Finally, the Howards again branched out to form Howard Technology Solutions. Although a new division to the Howards, the manufacturing of personal computers was far from a new venture for Howard Industries. They had been building computers in-house for their own use for approximately 8 years. The decision to branch out and market their products to others was an easy one given the dynamics of the marketplace and the Howard's confidence in their ability to build a business from the ground up.

In addition, Howard offers the value-added service of one-on-one support from our Howard Technology Solutions dedicated professionals. From project start to finish, our teams can assist our customers with all their technology needs from design conception through completion. After project completion, our customers can depend on our Customer Service Team and their dedicated Inside Sales Representative to help with any issues that may arise. All our employees are willing and trained to provide excellent customer service and product knowledge for our customers.

36 Howard Drive • Ellisville, MS 39437
P.O. Box 1590 • Laurel, MS 39441

HOWARD™

TECHNOLOGY SOLUTIONS

888.912.3151 general • 601.399.5077 fax
888.323.3151 technical support

www.Howard.com

A Division of Howard Industries, Inc.

Today, Howard Technology Solutions has grown at a significant pace and has entered strategic partnerships with various industry leaders such as Asus, Acer, Dell, Aerohive, Palo Alto, Epson, Samsung, Panasonic, Cisco, Crestron, Extron, HP, Lenovo, Toshiba, Xirrus, Chief, Mimio, FrontRow, and many more, bringing products to a variety of end-users from government and private businesses to educational customers from the K12, higher education, and private sectors. We feel confident in our ability to provide our customers with the products and services they require to meet their technology-related needs as well as providing excellent installation and training services while maintaining our high level of customer service.

Company Narrative Value-Added Services Howard Project Design and Management

As a value-added service, Howard Technology Solutions is pleased to provide project design and installation services for audio-visual equipment, networking equipment, and physical security equipment to include project management and system integration. Our standard operating procedures include Scope Management, Schedule Management, Cost Management, Task Management, and Quality Management to ensure all projects are kept on schedule and on budget.

Scope Management is handled by our Presales Team. A presales engineer meets with the customer for a thorough site survey, which includes inspecting the space where the installation will take place, taking measurements, pictures, and gathering all pertinent information. Our engineer will speak at length with the customer regarding their expectations, current room functionality, and final room functionality required/expected. This information is passed on to our design engineer, who then creates the bill of materials based on the site survey information provided. A scope of work is created and provided to the customer for review. Once the scope of work has been finalized, a line drawing is generated for the system and provided to the project manager. All technical documents, including drawings and programming, if applicable, are provided to the customer once the project has been completed.

Schedule Management is handled by the assigned Project Manager. Each installation project is assigned a Project Manager who handles all aspects of the project once the order for the end-user is placed. This includes product delivery, project scheduling, time management, cost management, task management, quality management, and delegation of tasks. The PM will contact the customer for dates and times that the site will be available, taking into consideration delivery and estimated delivery dates of all products purchased for the individual project. The PM will schedule the appropriate team members to fulfill tasks related to each individual project. All scheduling is verified with the customer as far in advance as possible.

Once the project has been quoted and agreed upon by the customer, the cost management of the project is overseen by the Project Manager. All costs are logged within the Howard Technology Solutions' Project Management Database, where the information is monitored by the PM and Operations Management to ensure the project stays on budget and all expenditures are accounted for throughout the installation process.

Task Management is also overseen by the PM assigned to the individual project and executed on site by the Lead Technician. The Lead Technician stays in contact with both the PM and the customer to ensure all delegated tasks are assigned and completed by each team member daily.

Quality Management is monitored throughout each project daily by the PM and the Lead Technician to ensure all aspects of the installation are handled professionally and with the greatest quality possible. The PM will do a final walkthrough once completed, and a second walkthrough with the customer for approval. In addition, a brief tutorial is given during the walkthrough regarding the basic functionality of the system.

Additional value-added services include product training and an optional Standard Service Contract.

Training for product functionality is handled through our Presales Design Team. While a brief and basic tutorial is given through the walkthrough phase of the project completion, the end-user also has the option to purchase additional, in-depth training sessions based on the customer's individualized needs. All training will be scheduled and carried out by our trained, certified staff to ensure the end-user is both knowledgeable and comfortable with their project functionality and operation. Optional follow-up training sessions are also available.

The Standard Service Contract is offered as an optional value-added service for audio-visual and security installations. Please see the attached Standard Service Contract form for additional details.

<u>RESPONSES SHALL BE DELIVERED TO:</u> CITY OF LAGO VISTA City of Lago Vista 5803. Thunderbird Lago Vista, Texas 78645 Or Online via BidNetDirect: http://www.bidnetdirect.com/texas/lagovista	<u>Or RESPONSES SHALL BE MAILED TO:</u> CITY OF LAGO VISTA City of Lago Vista P.O. Box 4727 Lago Vista, Texas 78645 Or Emailed to: procurement@lagovistatexas.gov
PRE-SUBMITTAL CONFERENCE WILL BE HELD VIA GoToMeeting : N/A	NAME AND ADDRESS OF COMPANY SUBMITTING PROPOSALS: Howard Technology Solutions, a division of Howard Industries, Inc. PO Box 1590 Laurel, Ms. 39441
FOR ADDITIONAL INFORMATION REGARDING THIS RFP PLEASE CONTACT: Eric De La Cruz, Procurement Manager Eric.DeLaCruz@lagovistatexas.gov gov	Contact Person: <u>Emily Smith</u> Title: <u>Bid Specialist</u> Phone: <u>(601) 4253181</u> Fax: <u>(601) 3995077</u>
RETURN THIS COVER SHEET AS INTENT RESPONSE TO: Tracie Hlavinka City Manager City of Lago Vista 5803 Thunderbird Street Lago Vista, Texas 78645	Email: <u>bids@howardcomputers.com</u> Signature: <u>Emily Smith</u> Printed Name: <u>Emily Smith</u>

**NOTICE TO ALL NEW CONTRACTORS WHO HAVE NOT
CONDUCTED BUSINESS WITH THE CITY OF LAGO VISTA**

FEDERAL FORM W9 REQUIREMENT:

The "Request for Taxpayer Identification Number and Certification" Federal Form W-9 should be filled out and returned with your proposal. This form is available from any Federal Office or from The City of Lago Vista Finance Office and has not been included as part of this Proposal package. The form should be mailed to The City of Lago Vista, 5803 Thunderbird, Lago Vista, TX 78645.

This form is **REQUIRED** to be on file **BEFORE** we can conduct any business with any Contractor. Submitting this form will assist us in setting your company up as a certified Contractor of The City of Lago Vista.

PROPOSERS CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Request for Proposal. I also understand that if this proposal is accepted by The City of Lago Vista that all of the terms and conditions, specifications, and requirements submitted in my proposal and any additions, changes, or deletions made during negotiations will be made a part of this proposal under a binding contract between my company and The City of Lago Vista, Texas. I also certify that this proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

- Corporation ☒ (The Proposal MUST be signed by an Officer of the company)
- Partnership ☐ (The Proposal MUST be signed by a General Partner)
- Joint Venture ☐ (The Proposal MUST be signed by an Officer of the company)
- Sole Proprietor ☐ (The Proposal MUST be signed by the Owner)

Is the company a small, minority, or woman-owned business enterprise?

MBE ☐ WBE ☐ SBE ☐

Has the company been certified as a SMWBE by any governmental agency?

Yes ☐ No ☒

If yes, specify the governmental agency: _____

Date of certification: _____

LETTERS OF CLARIFICATION:

The Proposer acknowledges receipt of the following Letters of Clarification: (If you have not received any Letters of Clarification, then write NONE across the blanks). If you have received Letters of Clarification, then write beside the appropriate Letter of Clarification number the date received. ALL LETTERS OF CLARIFICATION RECEIVED SHOULD BE ATTACHED TO THE PROPOSAL.

LETTER OF CLARIFICATION # 1 NONE

LETTER OF CLARIFICATION # 2 NONE

LETTER OF CLARIFICATION # 3 NONE

COMPANY NAME: Howard Technology Solutions,
a division of Howard Industries, Inc.

COMPANY ADDRESS: PO Box 1590

CITY/STATE/ZIP: Laurel Ms. 39441

COMPANY REPRESENTATIVE

NAME: Emily Smith

TELEPHONE #: 601 425 3181 FAX#: 601 399 5077

EMAIL: bids@howardcomputers.com

SIGNATURE: Emily Smith

DATE: 1/25/29

Attachment "C"
HB 89 Form

Effective September 1, 2017, House Bill 89 Prohibition on Contracts with Companies Boycotting Israel states that a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a **written verification** from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

"Boycott Israel" is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

To Be Completed By Contractor:

"I, Emily Smith (Name of certifying official), the Bid Specialist
(title or position of certifying official) of Howard Technology Solutions (name of company),
does hereby verify on behalf of said company to the City that said company does not Boycott Israel
and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001)
during the term of this contract.

Emily Smith
Signature of Certifying Official

Bid Specialist
Title

1/24/24
Date

ATTACHMENT "D"

CONFLICT OF INTEREST DISCLOSURE REQUIREMENT

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e., The City of Lago Vista) must disclose in the Questionnaire Form CIQ ("Questionnaire") the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. Bylaw, the Questionnaire must be filed with the Lago Vista City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the City or submits an application or response to a Request for Proposals or bids, correspondence, or another writing related to a potential Contract with the City. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaire Form CIQ is enclosed with the submittal documents. The form is also available at <http://www.ethics.state.tx.us/forms/CIO.pdf>.

Questions about compliance shall be directed to the Proposer's legal counsel.

Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense Uunder Chapter 176 is a Class C misdemeanor

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Howard Technology Solutions
a division of Howard Industries, Inc.

2 ☒ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

N/A

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☒

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐

Yes

☒

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐

Yes

☒

No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Emily Smith

Signature of vendor doing business with the governmental entity

1/25/24

Date

Adopted 8/7/2015

ATTACHMENT "E"

CITY OF LAGO VISTA

INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed By Insurance Agent/Broker and Responder

I, the undersigned Agent/Broker, reviewed the insurance requirement contained in this proposal document. If the Proposer shown below is awarded this contract by the City of Lago Vista, I will be able to, within fifteen (15) days of notification of such award, furnish a valid insurance certificate to the City of Lago Vista meeting all the insurance requirements in this proposal.

Insurance Coverage Reviewed: Marie Angelle

Agent's Name: Judi Louviere

Agency Name: Howard Risk Advisors

Address: 4906 Ambassador Caffery Parkway, Building B

City / State / ZIP: Lafayette, LA 70508

Telephone No. (337) 769-6780 Fax No. (337) 704-0417

Proposer's Name and Company: _____

RFP Number and Title: _____

Insurance Agent / Broker Signature: Marie Angelle Date: 4/25/24

By submitting a proposal and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within fifteen days of notification of award.

If the above fifteen-day requirement is not met, the City of Lago Vista has the right to reject this proposal and award the contract to the next lowest proposer meeting specifications. If you have any questions concerning these requirements, please contact the City Manager (512) 267-1155.

Proposer's Signature: _____ Date: _____

Insurance Agent Notes:

6.11 Insurance.

(b) ...The Service Provider shall provide written notice to the City of any material change of or to the insurance required herein. Insured 30 day notice of cancellation does not include notice of material changes.

ATTACHMENT "F"

DRUG-FREE WORKPLACE CERTIFICATION

The Howard Technology Solutions, (company name) will provide a Drug Free Workplace in compliance with the Drug Free Workplace Act of 1988. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited on the premise of the City of Lago Vista (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

The undersigned Contractor certifies it will provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Contractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the Contractor's policy statement;

Notifying the employees in the Contractor's policy statement that as a condition of employment under this contract, employees shall abide by the terms of the policy statement and notifying the Contractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the City within ten (10) days of the Contractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Howard Technology Solutions,
a division of Howard Industries, Inc

Name of Organization / Contractor(s)

Emily Smith
Signature of Authorized Representative:

1/25/24
Date:

ATTACHMENT "G"

QUALIFICATIONS & REFERENCE SHEET

Please Complete and Return This Form with the Response

The Contractor may furnish up to a maximum of three (3) references for projects of a similar size and scope, with the following information provided for each reference:

1. Client's Name University of North Alabama
Name of Contact Cindy Conlon
Title of Contact Director of Purchasing
Email address chconlon@una.edu
Telephone Number 256.765.4293
Website URL N/A

2. Client's Name Tennessee Wesleyan
Name of Contact Ersa Henry
Title of Contact Digital Navigator
Email address ehenry@tnwesleyan.edu
Telephone Number 423.746.5298
Website URL N/A

3. Client's Name Tennessee Tech
Name of Contact Hunter Kaller
Title of Contact Purchasing
Email address hkaller@tn-tech.edu
Telephone Number 931.372.6577
Website URL N/A

Attachment "H" (Page

ATTACHMENT "H"

LAGO VISTA SERVICE AGREEMENT EXAMPLE

(TO BE COMPLETED BY THE SELECTED FIRM ONLY)

STATE OF TEXAS	§	
	§	AGREEMENT FOR SERVICES
COUNTY OF TRAVIS	§	

This Agreement for Services ("Agreement") is made by and between the City of Lago Vista, Texas ("City") and [Name of Entity] _____, a [Type of Entity] _____, ("Service Provider"), (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires to engage the services of Service Provider as an independent contractor, and not as an employee, to provide the services described in Exhibit "A" (the "Scope of Services") to complete the City of Lago Vista Pool Replaster (the "Project"); and

WHEREAS, Service Provider desires to render services for the City on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I.
TERM**

1.1 This Agreement shall commence on the last date of execution hereof ("Effective Date") and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Service Provider shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items or work prepared by the Service Provider in connection with this Agreement. Service Provider shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

**ARTICLE II.
SCOPE OF SERVICE**

2.1 Service Provider shall perform the services in connection with the Project as set forth in the Scope of Services, Exhibit "A." Service Provider shall perform the services with the professional skill and care ordinarily provided by competent professionals in the same field, as the case may be, practicing in the same or similar locality and under the same or similar circumstances.

2.2 City shall, prior to commencement of services, provide Service Provider with the information set forth in the Scope of Services, if any.

2.3 The Parties acknowledge and agree that any and all opinions provided by Service Provider in connection with the Scope of Services represent the professional judgment of the Service Provider in accordance with the standard of care applicable by law to the services performed hereunder.

2.4 Upon execution of this Agreement the City has the right to use Service Provider's instruments of service, including but not limited to reports, maps, cost estimates, recommendations, or other deliverables for the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The City's employees, agents, contractors, and subcontractors may reproduce applicable portions of the instruments of service for use in performing services or construction for the Project. Upon payment of all amounts due Service Provider hereunder, all deliverables, materials and reports prepared by the Professional in connection with this Agreement shall become the property of the City. The City shall have the right to publish, disclose, distribute, and otherwise use such deliverables, materials and reports only for those purposes for which they were intended. Subject to the foregoing, Service Provider shall, upon completion of the services, or earlier termination, provide the City with the deliverables, drawings, reports, maps, and materials prepared by Service Provider as set forth in the Scope of Services. Record drawings created by the Service Provider which reflect information from the contractor/inspector shall include all plan sheets on a compact disc in a ".dwg" format and scanned 24" x 36" black & white "Tiff" images at 400 dpi resolution.

ARTICLE III. SCHEDULE OF WORK

Service Provider agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

ARTICLE IV. COMPENSATION AND METHOD OF PAYMENT

4.1 Service Provider will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services. Unless otherwise provided herein, payment to the Service Provider shall be given one payment / deposit upon the start date of the project, and then paid the remaining amount once the project has been completed. The City shall pay such payments within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein.

4.2 Unless otherwise provided in the Scope of Services the Service Provider shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet, and email charges.

4.3 The project rates set forth in the Scope of Services, if any, shall remain in effect during the term of this Agreement. Any changes to established project rates shall require the prior written consent of the City.

ARTICLE V
DEVOTION OF TIME; PERSONNEL; AND EQUIPMENT

5.1 The Service Provider shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Service Provider shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time and materials basis, in accordance with Service Provider's standard project rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for the Service Provider to perform the services under this Agreement, the Service Provider shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Service Provider may deem proper to aid or assist in the performance of the services under this Agreement. The Service Provider shall provide written notice to and approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Service Provider hereunder and shall not otherwise be reimbursed by the City unless provided differently herein.

5.3 The Service Provider shall furnish the facilities, equipment, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

ARTICLE VI
MISCELLANEOUS

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. Service Provider may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Service Provider to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Subcontracting. If subcontracting with another company or individual is proposed, that fact, along with providing the same information for the subcontractor that is required to be provided by the Vendor under this solicitation, must be provided and clearly identified. Following the award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City.

6.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

6.5 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Travis County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.6 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.7 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.8 Independent Contractor. It is understood and agreed by and between the Parties that the Service Provider, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Service Provider pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Service Provider shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.9 Right-of-Access. Service Provider shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Service Provider will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.10 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

Attn: Tracie Hlavinka
City Manager
Lago Vista, TX 78645
Phone: (512) 267-1155

If Intended for Service Provider:

6.11 Insurance.

(a) Service Provider shall during the term hereof maintain in full force and effect the following insurance:

Type	Amount
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000/\$1,000,000/\$1,000,000

Type	Amount
Comprehensive General Liability Including: - Premises/Operations - Products Liability/ Completed Operations - Personal & Advertising Injury - Broad form property damage, to include fire legal liability	\$1,000,000 per occurrence; \$2,000,000 General Aggregate or its equivalent in Umbrella or Excess Liability Coverage
Business Automotive Liability a. Owned/leased vehicles b. Non-owned vehicles Hired vehicles	\$1,000,000 per occurrence or its equivalent on a combined single limit (CSL basis)
Cyber Liability a. Business Interruption b. Data loss/destruction c. Computer fraud d. Cyber Extortion Incident Response and Privacy Notification	\$1,000,000
Tech E&O Liability	\$1,000,000

- (b) All policies of insurance shall be endorsed and contain the following provisions:
(1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the City for cancellation of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. The Service Provider shall provide written notice to the City of any material change of or to the insurance required herein.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by the City.

6.12 Indemnification.

SERVICE PROVIDER DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR

SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE SERVICE PROVIDER, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE SERVICE PROVIDER EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE SERVICE PROVIDER'S LIABILITY.

THE SERVICE PROVIDER'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY SERVICE PROVIDER UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.14 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.15 HB 89 and SB 252 Certifications. If this Agreement provides for payment to Service Provider of over \$100,000, Service Provider hereby certifies that Service Provider does not and will not boycott Israel during the term of this Agreement in accordance with Chapter 2270, Texas Government Code. Additionally, Service Provider hereby certifies that the Service Provider is not included on the website of the Texas Comptroller for entities doing business with foreign terrorist organizations pursuant to Chapter 2252, Texas Government Code.

6.16 Conflicts of Interest. By signature of this Agreement, Service Provider warrants to City that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including business or personal financial interests, direct or indirect, in property abutting the proposed project and business relations with abutting property owners, or with elected officials or employees of City. Service Provider further warrants that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this Agreement and prior to final payment under the Agreement. Service Provider warrants that it has submitted to City a completed Conflicts of Interest Questionnaire as required by Chapter 176 of the Texas Local Government Code.

6.17 Government Code Chapter 2274 Certification. If this Agreement provides for payment to Service Provider of over \$100,000 and if Service Provider employs ten or more people full-time, then Service Provider, by signing below, certifies that: (1) Service Provider does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm

trade association, and (2) Service Provider will not discriminate during the term of this Agreement against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Chapter 2274.

6.18 Authority to Sign. The parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Agreement.

By City:

EXECUTED this _____ day of _____, 2023.

City of Lago Vista, Texas

By: _____
Tracie Hlavinka, City Manager

ATTEST:

By: _____
Lucy Aldrich, City Secretary

By Service Provider:

EXECUTED this _____ day of _____, 2023.

Service Provider

By: _____

Name: _____

Title: _____

36 Howard Drive • Ellisville, MS 39437
P.O. Box 1590 • Laurel, MS 39441

HOWARDTM
TECHNOLOGY SOLUTIONS
www.Howard.com
A Division of Howard Industries, Inc.

888.912.3151 general • 601.399.5077 fax
888.323.3151 technical support

Quote

36 Howard Drive-Ellisville, MS 39437
P.O. Box 1590-Laurel, MS 39441

HOWARD™

TECHNOLOGY SOLUTIONS

A Division of Howard Industries, Inc.
www.Howard.com

888.912.3151 general-601.399.5077 fax
888.323.3151 technical support

Online Quotation

Quote No:	EK2 1362182.00	Quote Date:	January 24, 2024
Customer Name:	Dave Street	Phone Number:	5122947527
Company Name:	Lago Vista, TX (City)	Fax Number:	
Quote Name:			

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	Double Face sign cabinet, LED internally lit w/ graphic vinyl as per drawing. EMC to be provided by Howard. MPN: 22C36UA#ABA	1	\$11,764.00	\$11,764.00
2:	Faux stone base on concrete footer w/ double poles MPN: 22C36UA#ABA	1	\$4,025.00	\$4,025.00
3:	Install signage w/ crane truck. MPN: 4S3W4US#ABA	1	\$6,130.00	\$6,130.00
4:	Permit fee MPN: 44X40UP#ABA	1	\$434.00	\$434.00
5:	Engineer Drawings for concrete footer MPN: 20T51UA#ABA	1	\$876.00	\$876.00
Sub-Total:				\$23,229.00
Shipping & Handling:				Included
Taxes:				Tax Exempt
Total for Item 1:				\$23,229.00

This Quote will expire on February 23, 2024.
Please include your Quote Number on your Purchase Order.

Total for all pre-configured items

Sub-Total:	\$23,229.00
Shipping & Handling :	Included
Taxes:	Tax Exempt
Total:	\$23,229.00

Notes:

THIS QUOTATION IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, PURCHASER'S ACCEPTANCE OF THE TERMS HEREIN AND ACCEPTANCE OF HOWARD'S GENERAL TERMS AND CONDITIONS OF SALE (LOCATED AT: <https://www.howardcomputers.com/info/termsofsale.cfm>), WHICH ARE FULLY ADOPTED AND INCORPORATED HEREIN BY REFERENCE. PURCHASER'S SUBMISSION OF A PURCHASE ORDER PURSUANT TO THIS QUOTATION CONSTITUTES PURCHASER'S ACCEPTANCE OF AND AGREEMENT WITH HOWARD'S GENERAL TERMS AND CONDITIONS OF SALE. HOWARD OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS. A COPY OF THE ABOVE-REFERENCED GENERAL TERMS AND CONDITIONS OF SALE MAY ALSO BE OBTAINED BY CALLING 1-888-912-3151 OR EMAILING webmaster@howardcomputers.com.

Howard's product warranties, return policies and related information are also available at <https://www.howardcomputers.com/support/warranties.cfm> and <https://www.howardcomputers.com/support/returnpolicy.cfm>, or may be obtained by calling 1-888-912-3151 or emailing webmaster@howardcomputers.com.

36 Howard Drive-Ellisville, MS 39437
P.O. Box 1590-Laurel, MS 39441

HOWARD™

TECHNOLOGY SOLUTIONS

A Division of Howard Industries, Inc.,
www.Howard.com

888.912.3151 general/601.399.5077 fax
888.323.3151 technical support

Online Quotation

Quote No:	EK2 1362130.00	Quote Date:	January 24, 2024
Customer Name:	Dave Street	Phone Number:	5122947527
Company Name:	Lago Vista, TX (City)	Fax Number:	
Quote Name:			

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	HB2 SMD 10mm Full Color MPN: 22C36UA#ABA	1	\$46,106.00	\$46,106.00
Sub-Total:				\$46,106.00
Shipping & Handling:				Included
Taxes:				Tax Exempt
Total for Item 1:				\$46,106.00

This Quote will expire on February 23, 2024.
Please include your Quote Number on your Purchase Order.

Total for all pre-configured items

Sub-Total:	\$46,106.00
Shipping & Handling :	Included
Taxes:	Tax Exempt
Total:	\$46,106.00

Notes:

THIS QUOTATION IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, PURCHASER'S ACCEPTANCE OF THE TERMS HEREIN AND ACCEPTANCE OF HOWARD'S GENERAL TERMS AND CONDITIONS OF SALE (LOCATED AT: <https://www.howardcomputers.com/info/termsofsale.cfm>), WHICH ARE FULLY ADOPTED AND INCORPORATED HEREIN BY REFERENCE. PURCHASER'S SUBMISSION OF A PURCHASE ORDER PURSUANT TO THIS QUOTATION CONSTITUTES PURCHASER'S ACCEPTANCE OF AND AGREEMENT WITH HOWARD'S GENERAL TERMS AND CONDITIONS OF SALE. HOWARD OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS. A COPY OF THE ABOVE- REFERENCED GENERAL TERMS AND CONDITIONS OF SALE MAY ALSO BE OBTAINED BY CALLING 1-888-912-3151 OR EMAILING webmaster@howardcomputers.com

Howard's product warranties, return policies and related information are also available at <https://www.howardcomputers.com/support/warranties.cfm> and <https://www.howardcomputers.com/support/returnpolicy.cfm>, or may be obtained by calling 1-888-912-3151 or emailing webmaster@howardcomputers.com.

36 Howard Drive • Ellisville, MS 39437
P.O. Box 1590 • Laurel, MS 39441

HOWARDTM
TECHNOLOGY SOLUTIONS

www.Howard.com

A Division of Howard Industries, Inc.

888.912.3151 general • 601.399.5077 fax
888.323.3151 technical support

Specifications

Optec Model: HB2 SMD 10mm Full Color

Display Specifications

Product Line:	Infinity
LED Pixel Pitch:	10.0mm
Matrix Size:	144 x 352
Viewing Area:	4' 8 11/16" x 11' 6 9/16"
Cabinet Size:	4' 8 11/16" x 11' 6 9/16" x 5 3/8" (Reference to shop drawing for accurate dimensions)
Color:	RGB
Color Processing:	RGB 281 Trillion Levels-M
LED's per pixel:	Red: 1 Green: 1 Blue: 1
Total # of LED's:	304128
Character Size:	2.75 Inches
# of Lines/Char. Line:	20 line(s), 58 characters
Brightness:	8000 NIT's (+/-5%)
Viewing Angle:	160 Degrees Horizontal
Display Configuration:	Double Face (2 Cabinets - Primary/Secondary)
Maintenance Door:	Front
Cabinet Design:	Module
Display Net Weight:	Approx. 475.63 lbs. per face (+/- 10%) (Reference to shop drawing)
Ventilation:	

Standard Features

Dimming Levels:	100 - Auto & Manual
Dimming/Temp. Sensor:	Dimming/Temp. Sensor - Auto
Crate:	Included
Software:	MeCloud Lifetime
Software Upgrade:	Lifetime Software Upgrades
Software Training:	Webinar

Electrical & Venting Requirements

AC Power Required:	Single Phase 120V or 240V 50/60Hz
Total Boot Up Amps* (120V):	56.6 (Reference to shop drawing for power requirements and distribution)
Regular Operating Amps* (120V):	16.41
Example Electrical Cost* (120V):	US\$2.57/Day
Venting Requirement*:	1083.35 CFM

Terms of Purchase

FOB:	Ontario, CA
Payment Term:	20% Deposit, Balance Net 60
Delivery Lead Time*:	OPD Std - 5 to 6 weeks Weeks
Warranty*:	5 Year Parts Warranty (Cell Modem carries manufacturer warranty of 1 year)

36 Howard Drive • Ellisville, MS 39437
P.O. Box 1590 • Laurel, MS 39441

HOWARDTM
TECHNOLOGY SOLUTIONS

www.Howard.com

A Division of Howard Industries, Inc.

888.912.3151 general • 601.399.5077 fax
888.323.3151 technical support

Certificate of Insurance



HOWAR-2

OP ID: LJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Howard Risk Advisors, LLC 4906 Ambassador Caffery Pkwy Bldg B Lafayette, LA 70508 Judi Louviere	337-704-0616	CONTACT NAME: Marie Angelle PHONE (A/C, No, Ext): 337-704-0616 E-MAIL ADDRESS: mangelle@howardrisk.com FAX (A/C, No): 337-704-0417																					
INSURED Howard Technology Solutions a division of Howard Industries, Inc. P.O. Box 1588 Laurel, MS 39441		<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Harleysville Ins. Co. of NY</td><td>10674</td></tr><tr><td>INSURER B:</td><td>Great American Assurance Co.</td><td>26344</td></tr><tr><td>INSURER C:</td><td>Westchester/Axis/Colony Ins.</td><td>10172</td></tr><tr><td>INSURER D:</td><td>Great American Alliance Ins Co</td><td>26832</td></tr><tr><td>INSURER E:</td><td>AIG Specialty Ins. Co./Markel</td><td>26883</td></tr><tr><td>INSURER F:</td><td>Colony Insurance Company</td><td>39993</td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Harleysville Ins. Co. of NY	10674	INSURER B:	Great American Assurance Co.	26344	INSURER C:	Westchester/Axis/Colony Ins.	10172	INSURER D:	Great American Alliance Ins Co	26832	INSURER E:	AIG Specialty Ins. Co./Markel	26883	INSURER F:	Colony Insurance Company	39993
INSURER(S) AFFORDING COVERAGE		NAIC #																					
INSURER A:	Harleysville Ins. Co. of NY	10674																					
INSURER B:	Great American Assurance Co.	26344																					
INSURER C:	Westchester/Axis/Colony Ins.	10172																					
INSURER D:	Great American Alliance Ins Co	26832																					
INSURER E:	AIG Specialty Ins. Co./Markel	26883																					
INSURER F:	Colony Insurance Company	39993																					

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Products Liab ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y	Y	SEE NOTEPAD	07/31/2023	07/31/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000	
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY DEDUCTIBLE \$1K/\$1K	Y	Y	CAP4055262-02	07/31/2023	07/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	VARIOUS (SEE NOTEPAD)	07/31/2023	07/31/2024	EACH OCCURRENCE \$ 30,000,000 AGGREGATE \$ 30,000,000	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	WCE744721-02	07/31/2023	07/31/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Cyber/Tech E&O			014719352/MKLV4XEO000047	07/31/2023	07/31/2024	Each Occ 4,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GL, Auto & Umbrella policies incld Blkt Add'l Insd & WOS. GL policy incld Add'l Insd Vendors Coverage & Primary Ins Endt. WC incld Blkt WOS. Policies incld 30 DNOC. All where required by written contract.(SEE ATTACHED NOTEPAD)

CERTIFICATE HOLDER

CITYL01

City of Lago Vista, Texas
5830 Thunderbird
Lago Vista, TX 78654

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

NOTEPADINSURED'S NAME
Howard Technology SolutionsHOWAR-2
OP ID: LJPAGE 2
Date 01/25/2024

\$2,000,000 Per Occurrence/\$4,000,000 Aggregate GENERAL LIAB BREAKDOWN:

Co. A - \$1M Per Occ/\$2M Aggregate - Policy No. EMR-00000022-01

Co. F - \$1M Per Occ/\$2M Aggregate EXCESS of \$1M/\$2M -Policy No. EXO4281423

\$30,000,000 EXCESS BREAKDOWN (Excess of General Liability, Excess
General Liability, Auto Liability, Employer's Liability and follows form:

\$5M EXCESS Carrier: Westchester Surplus; Policy No. G72536332002

\$5M xs \$5M EXCESS Carrier: Axis Surplus Ins.; Policy No. EAZ663193/01/2023

\$5M xs \$10M EXCESS Carrier: Colony Ins. Co.; Policy No. EXO4281423

\$15M xs \$15M EXCESS Carrier: Westchester Surplus; Policy No. G71815389003

 McPOYLE AND BURNS PARTNERS, LLC A Veteran Owned Small Business		McPoyle and Burns Partners, LLC 1331 Katie Lane North Wales, PA 19454 215-316-0224	Proposal <table><tr><td>Quote #</td><td>RT20240130</td></tr><tr><td>Date</td><td>1/30/2024</td></tr><tr><td>Account Rep</td><td>Peter Burns</td></tr><tr><td>Contact</td><td>215-450-4865</td></tr><tr><td>Valid</td><td>90 days</td></tr></table>	Quote #	RT20240130	Date	1/30/2024	Account Rep	Peter Burns	Contact	215-450-4865	Valid	90 days
Quote #	RT20240130												
Date	1/30/2024												
Account Rep	Peter Burns												
Contact	215-450-4865												
Valid	90 days												
Sold To: City of Lago Vista 5803 Thunderbird Street Lago Vista, TX 78645 Eric De La Cruz, Procurement eric.delacruz@lagovistatexas.com		Ship To: City of Lago Vista 5803 Thunderbird Street Lago Vista, TX 78645											

LED Video Wall - RFP: LED Monument Sign (RM 1431 Eastbound)				
Hardware		Price Each	QTY	Extended Price
	Displays / Enclosures			
Video Wall				
Model: Sequoia III - 8mm Black SMD3535 Size: 12.60' x 7.6'	INV00006	\$ 18,571.43	2	\$ 37,142.86
Will supply 6.67mm for no additional cost				
Extended LED Wall instead of Light Box for better quality Logo and enlarged content area				
Support Structure	INV00006	\$ 3,644.09	1	\$ 3,644.09
Installation	INV00006	\$ 5,714.29	1	\$ 5,714.29
Box - Shroud	INV00006	\$ 3,500.00	1	\$ 3,500.00
Shipping	INV00006	\$ 8,571.43	1	\$ 8,571.43
Media Player Controller	UC View50	\$ 899.00	1	\$ 899.00
Cradle Point	INV00006	\$ 1,150.00	1	\$ 1,150.00
Climate Controlled Box	INV00006	\$ 1,250.00	1	\$ 1,250.00
	Small Parts & Misc.			
HDMI Cable	CBL10010	\$ 10.00	2	\$ 20.00
Network cable	PER10322	\$ 10.00	2	\$ 20.00
Hardware Subtotal				\$ 61,911.66

Server, Software and Content		Price Each	QTY	Extended Price
	Server / Software			
Hosted Cloud Service (One-Time Setup Fee)	SVC-JNS-SETUP-VIZIACLDV4	\$ 1,015.00	1	\$ 1,015.00
	Content			
Content - Template Service	SFT-JNS-TEMPLATES	\$ 969.00	1	\$ 969.00
Server/Software/Content Subtotal				\$ 1,984.00

Additional Services		Price Each	QTY	Extended Price
Brick Wall / Cement base	SVC10911			\$ 15,000.00
Electrical / Wire	SVC10911	\$ 3,500.00		Budget number only
Implementation Services Subtotal				\$ 15,000.00

IMPLEMENTATION SERVICES		Price Each	QTY	Extended Price
Project management, activation & training	SVC10911			\$ 4,000.00
Implementation Services Subtotal				\$ 4,000.00

Shipping		Price Each	QTY	Extended Price
Shipping and Crating				\$ 225.00
Shipping				\$ 225.00

ANNUAL SUPPORT AND LICENSE		Price Each	QTY	Extended Price
1-year Licensing/Support: Uniguest Simply Managed 365: Full technical support available 24/7 by phone, email and live chat. Annual Signage License per Media Player Included in Support. Billed annually. Video Wall (per screen). All applicable warranties.	SUP10793	\$ 1,250.00	1	\$ 1,250.00
Annual Support and License				\$ 1,250.00
GRAND TOTAL \$				84,370.66

Down Payment (due with signed agreement)	\$42,185.33
--	-------------

COMPREHENSIVE PROTECTION PLAN (Optional)		Price Each	QTY	Extended Price
Includes Parts Replacement, Full diagnostics Software and Hardware, LED Quality & Calibration Performance check. Diode/Panel replacement.	SUP10800	\$ 3,150.00	Annually	TBD

Remarks:

McPoyle and Burns Partners Terms & Conditions apply.
McPoyle and Burns Partners is not responsible for running cabling or power.
McPoyle and Burns not responsible for pedestal or structural design.
All digital signage requires an Ethernet connection. WiFi needs to be approved.

Special Notes

Total amount does not include taxes.

Terms and Conditions:

This Statement of Work ("SOW") is made a part of the Project Services Agreement between ("Client") and McPoyle and Burns Partners ("Agreement"). In the event of a conflict between this SOW and the Agreement, this SOW shall govern with respect to the subject matter of the conflict. A "Party" shall mean either Client or McPoyle and Burns Partners, as the case may be; the "Parties" shall mean Client and McPoyle and Burns Partners collectively.

Project Overview:

The following considerations are included in this Statement of Work:

If the original considerations are shown to be incorrect, or further analysis is required, McPoyle and Burns Partners reserves the right to review, and possibly modify, estimates of effort, duration and related fee cost prior to the creation and execution of a SOW.

- McPoyle and Burns Partners will be providing the attached quoted technology solution for this project.
- The solutions are based on the plans and specifications provided by the Owner. This installation will meet all pre-defined owner requirements and BICSI installation standards.
- Workmanship warranty shall commence from the final project turnover inspection date for a maximum period of one (1) year. No warranty work shall be performed if any invoice is past due, including change orders.

Pricing Assumptions

- Project Pricing is an estimate only - all technician labor, technician travel as required to complete work will be verified after site survey has been performed. All modifications to pricing will be tracked and approved through change orders and agreed on by all parties prior to change implementation or acceptance.
- All electrical work and wiring will be performed by customer and not included in this SOW.
- Unscheduled re-trips to any site for any reason and through no fault of McPoyle and Burns Partners will be billed at the Time and Materials ("T&M") hours (per incident) at the rate described in the Project Pricing section, with a two (2) hour minimum and will include all travel costs
- Activities that require extended onsite time not identified prior to project scheduling will be considered out-of-scope and billed at the T&M rate identified in the Project Pricing section and will be addressed via a Change Order
- Changes to the scope, deliverables or service parameters of this project will not be made without an approved Change Order.
- This proposal does not include costs associated with a Project Labor Agreement, and McPoyle and Burns Partners reserves the right to modify or rescind this proposal if PLAs are required.

Project Assumptions

- McPoyle and Burns Partners will not be responsible financially or liable for any lift or scaffolding required to perform the outlined projects.
- There will be minimally restricted access to all necessary work areas for the duration of the project, in accordance with the working hours as detailed below.
- Data and network cabling will be complete and tested to meet all BICSI specifications prior to installation.
- Electrical and network connectivity provided by others will function prior to installation of LED walls or displays.
- Working hours are expected to be 8:00am to 5:00pm local time Monday through Friday unless otherwise noted
- No power or data cabling is included in this SOW, should power or data cabling be required post-survey a change order will be required.
- Shortages of materials could possibly delay delivery of materials necessary for the performance of the work; therefore, McPoyle and Burns Partners shall be entitled to an extension of time for delays caused by delivery delays or material shortages which may occur through no fault or negligence of McPoyle and Burns Partners who shall provide prompt written notice of any shortages or delays in delivery.

Project Requirements

Requirements for this project are as follows:

- Beginning at project start, and for all its project activities, McPoyle and Burns Partners will provide project management and coordination in support of the project. This support will be concentrated in a McPoyle and Burns Partners Regional or Corporate Office and will cover the entire project geography.
- McPoyle and Burns Partners will abide by Client's published scheduling parameters at each location. McPoyle and Burns Partners will collaboratively create the most efficient schedule possible, providing the least disruption to the business. McPoyle and Burns Partners and Client will agree to the project schedule prior to any work activities starting.
- While working at a Client site, McPoyle and Burns Partners shall, at all times, observe such security and safety policies of Client and use its commercially reasonable efforts to perform work in a manner which does not materially disrupt Client's ordinary business operations, unless otherwise agreed to by the parties.

Scope of Services

Scope Specific Exclusions

- All cabling except for external HDMI or network cables connected to McPoyle and Burns Partners provided equipment.
- Cable tray, conduit or raceway of any kind, conduit bushings, sleeves, penetrations, fire stopping, floor boxes, back boxes, pull boxes, junction boxes or plywood backboards.
- Overtime, expediting or acceleration fees.
- Utility company charges.
- Cutting or patching of concrete, masonry, brick, etc.
- Cutting or patching of sheetrock, plaster, etc. other than what may be required for technology scope of work.
- Painting or priming of any kind.
- Business interruptions or losses resultant there-from.
- Fire alarm system, raceway, wiring, equipment, devices, terminations, and connections.
- Warranties for all Owner / Customer provided equipment.
- Any delays incurred due to but not limited to waiting to gain access to spaces, trade stacking, general contractor's construction schedule, etc.
- Any delays incurred due to but not limited to waiting for Owner furnished materials to arrive on site and/or materials furnished by others.

General Services Provided

- Coordinate with the site regarding scheduled arrival times.
- Supply qualified, trained, non-union field resources in sufficient numbers to perform the work.
- Provide regular reporting to Client on project status throughout the project.

Installation Site Services Provided

McPoyle and Burns Partners will perform the following activities as required by project scope:

- Meet onsite contact, perform walk-through of facility to determine mount locations as necessary, and locate equipment.
- Validate all equipment is onsite per packing slip.
- Verify installation locations are prepared and ready, including required power, data cable, and mounting brackets for each mounting location.
- Install mount per manufacturer or Client specified requirements on pre-installed mounting brackets.
- Mount media player per Client requirements.
- Connection of media players to display and dress all cabling and verification that content begins to display correctly.
- Obtain signature on Customer Acceptance Form from Client site contact.

Client Requirements:

Client hereby agrees to undertake the following and understands that failure to do so may impact the engagement's timeline and estimated effort and fee cost.

- Appoint a Project Manager or lead for this project. The McPoyle and Burns Partners Manager will interface directly with the Client Project Manager for all project-related activities.
- Provide all required coordination and communication with the location prior to the survey site visit and following site visit activities.
- Provide coordination and assistance in obtaining approval for the McPoyle and Burns Partners controlled project schedule.
- Provide all site contact information to McPoyle and Burns Partners prior to first site visit.
- Verify all existing power and data cabling is in place and ready for installation.
- Provide all mounting locations or verify surveyed mounting locations.
- Sign of on Customer Acceptance when appropriate.

McPoyle and Burns Partners Requirements:

- Convene a kick-off Meeting (via conference call), where the current SOW and project will be reviewed, and expectations of the relevant parties will be confirmed. If there is a delay in excess of thirty (30) days from the Kick-off Meeting to the start of Services, an additional Kick-off Meeting will be required for each such delay.
- McPoyle and Burns Partners will help ensure that its Project Management ("PM") team will have the necessary coordination and administrative assistance to provide the services defined in the final SOW.
- The PM team will hold teleconferences with Client project stakeholders on a regular basis to help ensure effective communications and to help ensure the identification and resolution of issues.
- The PM team will help ensure that each field technician has received signed approval of work performed from the identified point of contact for each site visit, based on Client requirements.
- The PM team will work closely with the Client stakeholders to determine the impact and cause of schedule changes, and to effectively communicate these changes to Client stakeholders in a timely manner.
- The PM team will act as the first level of escalation for all issues encountered in the field. Issues not of McPoyle and Burns Partners's making that cannot be resolved at the field level will be forwarded to Client for resolution.
- The PM team will be the lead point of contact for all onsite activities and will be responsible for coordinating and prioritizing site activities.
- The PM team will be responsible for coordinating and scheduling additional activities and resources as required for successful completion of the site visit.
- The PM team will be responsible for capturing open issues and coordinating and scheduling resources required to resolve any issues from the site visits.
- The PM team will participate in all requisite calls, coordinate resources, coordinate on-site activities and provide detailed reporting to Client.
- Convene a Project Closure Meeting (via conference call), at the conclusion of services delivery associated with this SOW, to help ensure all parties are in agreement that the services have been completed, that issues have been addressed, and that any follow-on activities by either party are understood. In-flight governance meetings may also be held via conference call through the life of the project.

Project Deliverables

Deliverables are documents for which McPoyle and Burns Partners will be seeking approval and acceptance from Client and which will be delivered to Client upon the completion of the site. McPoyle and Burns Partners will collaborate with the Client's assigned project resources to create the deliverables during this project. McPoyle and Burns Partners will provide Client PM with comprehensive status reporting on a regular basis. These reports will indicate the work activities performed, progress against project milestones, as well as any expenses incurred in the furtherance of the work to date. Unless noted, McPoyle and Burns Partners will be primarily responsible for the completion of the deliverables:

McPoyle and Burns Partners Deliverables & Obligations

- Signed Customer Acceptance Form for each location and each site visit
- Photographic documentation of installed equipment
- Client support release code post-install (as required)

Client Obligations

Client hereby agrees to undertake the following and understands that failure to do so may impact the engagement's timeline and estimated effort and fee cost.

- Provide single point of contact for scheduling and escalation
- Confirm full site contact and address information for all locations
- Provide signature on each Customer Acceptance Form
- Acceptance criteria for deliverables will be defined at the commencement of specific deliverable development activities,
- At the completion of each deliverable, Client will evaluate the deliverable according to the agreed upon acceptance criteria and provide McPoyle and Burns Partners with formal acceptance or reasons for non-acceptance.
- Review of and provision of feedback on deliverables will be serviced in a timely manner, and in any event within two (2) business days. In the event this timescale is exceeded, McPoyle and Burns Partners will assume that such deliverable has been accepted by Client and proceed accordingly.

Authorization

Customer hereby represents and warrants that the signatory below ("Authorized Representative") is duly authorized to execute this McPoyle and Burns Partners Customer Order on behalf of the company listed above ("Customer"). Customer hereby agrees to be bound by all terms and conditions contained in this McPoyle and Burns Partners Customer Order and the Terms and Conditions (collectively with this McPoyle and Burns Partners Customer Order, the "Agreement"), which include certain restrictions, disclaimers, and other terms applicable to the products and services being purchased, which is hereby incorporated herein, and which Customer acknowledges will govern Customer's use of the products and services above.

Customer acknowledges that by signing below Customer will be entering into a legally binding agreement with U.S. Hospitality Publishers, Inc., doing business as McPoyle and Burns Partners, Inc. ("McPoyle and Burns Partners") on the terms set forth in the Agreement.

By signing below, Customer hereby further represents and warrants that the information set forth above regarding Customer is complete and accurate and may be relied upon by McPoyle and Burns Partners.

Customer hereby authorizes McPoyle and Burns Partners, without reservation, to verify such information. IN WITNESS WHEREOF, McPoyle and Burns Partners and Customer each have caused this Agreement to be executed by their Authorized Representatives as of the Effective Date.

**Sign Crafters, Inc. TSCL #18033**

2401 IH 35 South
San Marcos, TX 78666
Ph: (512) 392-0900
FAX: (512) 392-3363
Email: info@signcrafters.net

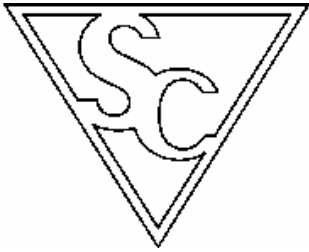
Estimate #: 52374

Page 1 of 2

Created Date:	1/25/2024 9:17:12AM	Prepared For:	City of Lago Vista
Salesperson:	Chad Kingsbery	Contact:	Eric De La Cruz, Procurement Manager
Email:	info@signcrafters.net	Office Phone:	(512) 267-1155
Not Specified:	(512) 392-0900	Email:	eric.delacruz@lagovistatexas.gov
Not Specified:	(512) 392-3363	Address:	5803 Thunderbird
Entered by:	Chad Kingsbery		Lago Vista, TX 78645

Description: LED Monument Sign Installed @ RM 1431 Eastbound

		Quantity	Unit Price	Subtotal
1	Product: Survey Description: Survey location for new signs. Includes photos. Quantity: 1 Side(s): Single Sided Product Code: Survey. Height: 0 in Width: 0 in	1	\$262.50	\$262.50
		Quantity	Unit Price	Subtotal
2	Product: Sign permit fee Description: Estimated sign permit fee. Quantity: 1 Side(s): Single Sided Product Code: Permits. Height: 1 in Width: 1 in	1	\$157.51	\$157.51
		Quantity	Unit Price	Subtotal
3	Product: Custom Monument Signs Description: Custom Monument Sign with a 5' x 12' 10mm Watchfire Color LED Message Center with cellular control. With a 36" x 144" LED Illuminated, Aluminum Cabinet with routed out faces and acrylic pushed through. Limestone sign base 18" wide x 24" tall x 13' long constructed out of 8" CMU grouted solid, faced with white Limestone Dry Stack stone and a 2 1/4" White Limestone cap. Quantity: 1 Side(s): Double Sided Product Code: Custom Monument Signs Height: 120 in Width: 144 in Text: (logo) LAGO VISTA Texas (Digital Display)	1	\$83,433.48	\$83,433.48
		Quantity	Unit Price	Subtotal
4	Product: Installation Description: Installation of sign including drilling hole, setting pipe in concrete, mounting electronic display and assembling sign cabinet. Quantity: 1 Side(s): Single Sided Product Code: Installation. Height: 0 in Width: 0 in	1	\$7,004.00	\$7,004.00

**Sign Crafters, Inc. TSCL #18033**

2401 IH 35 South
San Marcos, TX 78666
Ph: (512) 392-0900
FAX: (512) 392-3363
Email: info@signcrafters.net

Estimate #: 52374

Page 2 of 2

	Quantity	Unit Price	Subtotal
5	Product: Project Management	1	\$4,962.87
	Description: Project Management and Coordinating with utility company, PEC, to get sign location approved. Document Compliance, Contract Review, Badging requirements, Design, Shop Drawings and Samples. Pay Applications and Invoicing.		
	Quantity: 1		
	Side(s): Single Sided		
	Product Code: Project Management		
	Height: 1 hr Width: 1 hr		

Estimate Total:	\$95,820.36
Subtotal:	\$95,820.36
Total:	\$95,820.36
Deposit Required:	\$47,910.18

Payment Terms: 50% deposit due to start production. Balance Due upon receipt after completion.
All Payments are due at our offices within 10 days of order completion or additional interest of 1.5% per month will be assessed.
"Regulated by the Texas Dpt. of Licening and regulation, PO Box 12157, Austin, TX 78711, 512 463-6599 or toll free (in TX) 800-803-9202, <http://www.license.state.tx.us/Complaints>"

Client Reply Request☐ **Estimate Accepted "As Is". Please proceed with Order.**☐ **Other:** _____☐ **Changes required, please contact me.****SIGN:** _____ **Date:** ____ / ____ / ____

Print Date: 1/31/2024 2:15:39PM



REQUEST FOR PROPOSAL (RFP)
For

Project Title: LED Monument Sign (RM 1431 Eastbound)

RFP No. 24-04 Request for Proposals for City Pool Replastering

Issued: 12-20-2023

**Proposal Submission Deadline: January 31, 2024, 3:00pm CST
Local Time**

NO LATE PROPOSALS SHALL BE ACCEPTED

<u>RESPONSES SHALL BE DELIVERED TO:</u> CITY OF LAGO VISTA City of Lago Vista 5803. Thunderbird Lago Vista, Texas 78645 Or Online via BidNetDirect: http://www.bidnetdirect.com/texas/lagovista	<u>Or RESPONSES SHALL BE MAILED TO:</u> CITY OF LAGO VISTA City of Lago Vista P.O. Box 4727 Lago Vista, Texas 78645 Or Emailed to: procurement@lagovistatexas.gov
PRE-SUBMITTAL CONFERENCE WILL BE HELD VIA GoToMeeting : N/A	NAME AND ADDRESS OF COMPANY SUBMITTING PROPOSALS: Technology International, Inc. 1331 South International Parkway, Suite 2251, Lake Mary, Florida 32746
FOR ADDITIONAL INFORMATION REGARDING THIS RFP PLEASE CONTACT: Eric De La Cruz, Procurement Manager Eric.DeLaCruz@lagovistatexas.gov	Contact Person: <u>Rifat Habib</u> Title: <u>Business Development Exec.</u> Phone: (407) <u>359-2373</u> Fax: (407) <u>359-2372</u> Email: <u>tii@tii-usa.com</u>
RETURN THIS COVER SHEET AS INTENT RESPONSE TO: Tracie Hlavinka City Manager City of Lago Vista 5803 Thunderbird Street Lago Vista, Texas 78645	Signature: <u><i>Rifat Habib</i></u> Printed Name: <u>Rifat Habib</u>

REQUEST FOR Proposals

The City of Lago Vista invites participation in the Request for Proposals (RFP) for experienced and qualified companies/individual to provide all necessary design, construction and related services for a two-sided masonry monument sign that includes both fixed and LED variable message panels on the east bound side of RM 1431 between 20801 and 20803 within the public right-of-way. There is no existing electrical service on sight. The proposal shall include all necessary permits, industry-standard warranties, software licensing, cellular communication devices and a lifetime data plan. While all details of the design of the sign, including the resolution and total size is at the discretion of the responders, it is expected that the LED message panels will be similar to the existing City of Lago Vista LED sign on Lohman Ford.

1.0 **SUBMISSION OF PROPOSALS**

Proposals shall be submitted through one the following options: online via <http://www.bidnetdirect.com/texas/lagovista> , electronically through by email to procurement@LagoVistatexas.gov, by mail to City of Lago Vista, P.O. Box 4727, Lago Vista, TX, 78645, or **SEALED** in person at City Hall, 5803 Thunderbird, Lago Vista, TX, 78645. All materials shall be PDF file format and formatted to be easily printed on standard 8.5 x11 paper.

- 1.1 Facsimile transmittals or offers communicated by telephone will not be accepted or considered.
- 1.2 If the proposer desires not to submit a Proposal at this time, but wishes to remain on the commodity notification list, please submit a "**No Quote**" response (same time/location). The City of Lago Vista is always very conscious and extremely appreciative of the time and effort expended to submit a proposal. However, on "No Quote" responses please communicate any qualification requirement(s) which may have influenced your decision to "No Quote."
- 1.3 If a response is not received in the form of a "Request for Proposal" or "No Quote" for three (3) consecutive proposals, Proposer shall be removed from said notification list. However, if you choose to "No Quote" at this time but desire to remain on the notification list for other commodities, please state the specific product/service for which your agency wishes to be classified.

2.0 **DELIVERY OF PROPOSALS**

Proposals must be received no later than **3:00 p.m., January 31, 2024**. The submitting Proposer is responsible for the means of delivering the Proposal to the location listed in paragraph 1 on time. Delays due to any instrumentality used to transmit the Proposals including delay occasioned by the Proposer or faults in email delivery will be the responsibility of the Proposer. Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The time and date recorded on the envelope of the submittal is the official clock for determining whether submittals are submitted timely. Proposals will not be opened until after the submittal deadline. City Staff may confirm receipt of submissions upon request but will not open or otherwise confirm completeness of submissions until after the passage of the submittal deadline. **Late Proposal documents and Unsealed Proposals will not be accepted under any circumstances.**

3.0 PROPRIETARY INFORMATION

- 3.1 If a Proposer does not desire proprietary information in the Proposal to be disclosed, it is required to identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Proposer fails to identify proprietary information, it agrees that by submission of its Proposal those sections shall be deemed non-proprietary and made available upon public request.
- 3.2 Proposers are advised that the City, to the extent permitted by law, will protect the confidentiality of their Proposal. Proposer shall consider the implications of the Texas Public Information Act, particularly after the RFP process has ceased and the Contract has been awarded. While there are provisions in the Texas Public Information Act to protect proprietary information, where the Proposer can meet certain evidentiary standards, please be advised that a determination on whether those standards have been met will not be decided by the City of Lago Vista, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City will notify the Proposer, who may then request an opinion from the Attorney General pursuant to 552.305, Texas Government Code. The City will not make a request to the Attorney General.

4.0 COMPLETION OF RESPONSES

- 4.1 Information presented in the Proposals will be used to evaluate the professional proposals of the Proposer(s) and to determine the Proposer(s) which will be selected to provide services to the City.
- 4.2 Responses shall be completed in accordance with the requirements of this RFP. Statements made by a Proposer shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

5.0 CLARIFICATIONS AND ISSUANCE OF ADDENDA

- 5.1 Any explanation, clarification, or interpretation desired by a Proposer regarding any part of this RFP must be requested from the City of Lago Vista at least eight (8) business days prior to the published submission deadline, as referenced in Section 2.0 of this RFP.
- 5.2 If the City, in its sole discretion, determines that a clarification is required, such clarification shall be issued in writing. Interpretations, corrections, or changes to the RFP made in any other manner other than writing are not binding upon the City, and Proposers shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding.
- 5.3 Requests for explanations or clarifications should be submitted via email to Eric.DeLaCruz@lagovistatexas.gov. Emails must clearly identify the RFP Number and Title.

- 5.4 Any interpretations, corrections or changes to this RFP will be made by addendum. Sole issuing authority of addenda shall be vested in the City of Lago Vista. Proposers shall acknowledge receipt of all addenda within the responses.

6.0 WITHDRAWAL OF PROPOSALS

A representative of the company may withdraw a Proposal at any time **prior to** the RFP submission deadline, upon presentation of acceptable identification as a representative of such company.

7.0 AWARD OF CONTRACT

- 7.1 It is understood that the City reserves the right to request additional information, waive immaterial errors or omissions, to accept or reject any and all Proposals, or to re-solicit for Proposals, as it shall deem to be in the best interests of the City of Lago Vista. Receipt and consideration of any Proposals shall under no circumstances obligate the City of Lago Vista to accept any Proposals. If an award of contract is made, it shall be made to the proposer offering the most comprehensive, creative, qualified, and responsive proposal at the best value to the City. In determining the best value for the City, the City may consider:
- 7.1.1 the proposal Fees;
 - 7.1.2 the reputation of the proposer and of the proposer's services;
 - 7.1.3 the quality of the proposer 's services;
 - 7.1.4 the extent to which the services meet the municipality's needs;
 - 7.1.5 the proposer 's past relationship with the municipality;
 - 7.1.6 the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
 - 7.1.7 the total long-term cost to the municipality to acquire the services; and
 - 7.1.8 any relevant criteria specifically listed in the request for proposals.
- 7.2 The City reserves the right to award a single contract or multiple contracts by section listed in the Scope of Work.

7.3 Tentative Schedule of Events

RFP Release Date	12/20/2023		
Questions Submittal	01/23/2024	at 5:00 PM CST	Emailed to eric.delacruz@lagovistatexas.gov
Proposal Due Date	01/31/2024	at 3:00 PM CST	Email to procurement@LagoVistatexas.gov , Mail or hand deliver to City of Lago Vista 5803Thunderbird Lago Vista, Texas 78645
Proposals Opening	01/31/2024	at 3:30 PM CST	Publicly read aloud in Council Chambers

8.0 PERIOD OF ACCEPTANCE

Proposer acknowledges that by submitting the Proposal, Proposer makes an offer that, if accepted in whole or part by the City, constitutes a valid and binding contract as to any and all items accepted in writing by the City. The period of acceptance of proposals is one hundred and eighty (180) calendar days from the date of opening, unless the Proposer notes a different period.

9.0 TAX EXEMPTION

The City of Lago Vista is exempt from Federal Excise and State Sale Tax; therefore, tax must not be included in any contract that may be awarded from this RFP.

10.0 COST INCURRED IN RESPONDING

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a Proposal which may be required by the City shall be the sole responsibility of and shall be borne by the participating Proposers.

11.0 NEGOTIATIONS

The City reserves the right to negotiate all elements that comprise the successful Contractor's response to ensure that the best possible consideration be afforded to all concerned.

12.0 NON-ENDORSEMENT

If a Proposal is accepted, the successful Proposer, hereinafter "Contractor," shall not

issue any news releases or other statements pertaining to the award or servicing of the Contract that state or imply the City of Lago Vista's endorsement of the successful Proposer's services.

13.0 UNAUTHORIZED COMMUNICATIONS

After release of this solicitation, Proposers' contact regarding this RFP with members of the RFP evaluation, interview or selection panels, employees of the City or officials of the City other than the City Manager, Buyer, or as otherwise indicated is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the Proposers shall have any contact or discussion, verbal or written, with any members of the City Council, members of the RFP evaluation, interview, or selection panels, City staff or City's Contractors, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's Contractors regarding any matters pertaining to this solicitation, except as herein provided. If a representative of any Proposers violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Proposers being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP.

14.0 PROJECT BACKGROUND

The City of Lago Vista, TX, is located in northwest Travis County, on the north shore of Lake Travis and has a population of over 8,000. The City pool is located at 8039 Bar K Ranch Road Lago Vista, TX 78645. The City pool was originally built in 2001 and has a capacity of 130,000 gallons.

15.0 SCOPE OF WORK

The City of Lago Vista is requesting qualified professionals to provide all necessary design, construction and related services for a two-sided masonry monument sign that includes both fixed and LED variable message panels on the east bound side of RM 1431 between 20801 and 20803 within the public right-of-way

- Design of an approximate 5' x 12 ft double sided LED sign (As pictured in attachment A).
- Needs to be single cabinet.
- Needs to have graphic capability.
- Sign needs to have cellular communication.
- Needs to include ambient lighting sensor with brightness adjustability.
- Sign to have masonry base and lighted city logo top header (as picture in attachment A)
- Must obtain proper permits.
- Must include installation.
- There is no existing electrical service on sight and the proposer will need to work directly with PEC to establish pole, proper connection and meter for the proposed sign.
- Must include warranty for sign and workmanship.
- All services shall be administered in conformance with Federal and State Laws, and applicable City of Lago Vista policies and procedures.

16.0 **SUBMITTALS**

For your proposals to be considered responsive, the following information should be included in some manner in your proposal.

- A. **Company Profile** (experience, number of employees, certifications, etc.)
- B. **Proposals** (a concise but detailed description of the proposed work and associated pricing along with a cover sheet that reflects the project name, RFP number, and all current contact information for Proposer)
- C. **References** (contact information for any projects of a similar size and scope)
- D. **All Required or Optional Attachments and Certifications**
- E. **Price** (costs for developing and assembling submissions in response to this solicitation are entirely the responsibility and obligation of the Proposer and shall not be reimbursed in any manner by the City)

17.0 **PROPOSAL EVALUATION PROCESS**

- The City Manager will receive all submitted responses. An evaluation committee will be created to review all submitted responses and may select one or more finalists for interviews. Additionally, the city manager on behalf of the evaluation committee may require submission of supplemental materials.
- An evaluation committee will evaluate the responses to this Request for Proposals, conduct interviews with one or more agency/individuals, and may recommend one or more agency/individuals to the City Manager for consideration with the City Council. Selection of an agency may be made without discussion with Proposers after Proposals are received. Proposals should, therefore, be submitted on the most favorable terms.
- The City anticipates selecting Proposer(s) that will be recommended to the City Council for award of a contract to provide the requested services to the City of Lago Vista.
- The City reserves the right to reject any or all proposals.

18.0 **PROPOSAL EVALUATION FACTORS**

The evaluation committee will evaluate responses based on the following criteria:

- | | |
|--|----------------------------|
| 1. Proposed pricing | 30 points available |
| 2. Past Experience with City of Lago Vista | 25 points available |
| 3. Ability to meet all requirements | 25 points available |
| 4. Quality | 20 points available |

19.0 INTERVIEWS AND PRESENTATIONS

In fairness to all proposers, requests for interviews prior to the closing time and date will not be permitted. Interviews with selected companies may or may not be requested by the City after the deadline for proposals. Selection may be made strictly from the information provided in the RFP. However, the City of Lago Vista reserves the right to conduct interviews with and request information from any Proposer.

20.0 BEST AND FINAL OFFER

The City reserves the right to request a best and final offer from any or all companies. Discussions in accordance with the terms of a request for proposals and with regulations adopted by the governing body of the municipality may be conducted with Proposers who submit proposals and who are determined to be reasonably qualified for the award of the contract. Proposers shall be treated fairly and equally with respect to any opportunity for discussion and revision of proposals. To obtain the best final offers, revisions may be permitted after submissions and before the award of the contract. The City also reserves the right to reject any or all proposals, with or without cause, re-issue the RFP, or proceed in any manner determined to be in the best interest of the City.

ATTACHMENT "A"



Attachment "B"

OFFICIAL PROPOSAL FORM and CERTIFICATION
FOR THE CITY OF LAGO VISTA, TEXAS

This certification must be submitted with the proposal.

Honorable Mayor and City Council Members:

The undersigned hereby proposes to furnish and deliver FOB destination point as listed on a future Purchase Order or Notice of Award.

To furnish all materials and labor in accordance with the scope of work described in the Proposal for the specified lump sum, subject to all conditions shown therein and the City's Specifications and General Terms and Condition Specifications. When issued, Letters of Clarification shall automatically become part of this Proposal document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the Proposer to ensure that it has obtained such letters. By submitting a Proposal on this project, Proposer shall be deemed to have received all Letters of Clarification and to have incorporated them into its Proposal.

The City may accept this Proposal offer by issuance of a Notice of Award Letter and/or a Purchase Order covering award of said Proposal to this Proposer at any time on or before the 120th day following the day this Official Proposal Form is opened by the City. This offer shall be irrevocable for 120 days after Proposal opening, or for 90 days after City Council awards the Proposal, whichever comes last, but this period may be extended by written agreement of the parties.

THIS PROPOSER IS AND REPRESENTS THAT IT IS AN EQUAL OPPORTUNITY EMPLOYER

The undersigned hereby offers to furnish and deliver the materials and/or services as specified at the prices and terms herein stated and in accordance with the Request for Proposal, Clarification Letters, and any General Terms and Condition Specifications that they City might have issued in connection with this solicitation, all of which are made a part of this offer.

All pages of The City of Lago Vista's form, including but not limited to the General Terms and Conditions, Specifications and page one of this Proposal invitation are incorporated by reference into this Proposal for all purposes.

**NOTICE TO ALL NEW CONTRACTORS WHO HAVE NOT
CONDUCTED BUSINESS WITH THE CITY OF LAGO VISTA**

FEDERAL FORM W9 REQUIREMENT:

The “Request for Taxpayer Identification Number and Certification” Federal Form W-9 should be filled out and returned with your proposal. This form is available from any Federal Office or from The City of Lago Vista Finance Office and has not been included as part of this Proposal package. The form should be mailed to The City of Lago Vista, 5803 Thunderbird, Lago Vista, TX 78645.

This form is **REQUIRED** to be on file **BEFORE** we can conduct any business with any Contractor. Submitting this form will assist us in setting your company up as a certified Contractor of The City of Lago Vista.

PROPOSERS CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Request for Proposal. I also understand that if this proposal is accepted by The City of Lago Vista that all of the terms and conditions, specifications, and requirements submitted in my proposal and any additions, changes, or deletions made during negotiations will be made a part of this proposal under a binding contract between my company and The City of Lago Vista, Texas. I also certify that this proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

Corporation X (The Proposal MUST be signed by an Officer of the company)
Partnership (The Proposal MUST be signed by a General Partner)
Joint Venture (The Proposal MUST be signed by an Officer of the company)
Sole Proprietor (The Proposal MUST be signed by the Owner)

Is the company a small, minority, or woman-owned business enterprise?

MBE WBE SBE

Has the company been certified as a SMWBE by any governmental agency?

Yes ☐ No ☒

If yes, specify the governmental agency: _____

Date of certification: _____

LETTERS OF CLARIFICATION:

The Proposer acknowledges receipt of the following Letters of Clarification: (If you have not received any Letters of Clarification, then write NONE across the blanks). If you have received Letters of Clarification, then write beside the appropriate Letter of Clarification number the date received. ALL LETTERS OF CLARIFICATION RECEIVED SHOULD BE ATTACHED TO THE PROPOSAL.

LETTER OF CLARIFICATION # 1 None

LETTER OF CLARIFICATION # 2 None

LETTER OF CLARIFICATION # 3 None

COMPANY NAME: Technology International, Inc.

COMPANY ADDRESS: 1331 South International Parkway, Suite 2251,

CITY/STATE/ZIP: Lake Mary, Florida 32746

COMPANY REPRESENTATIVE

NAME: Rifat Habib

TELEPHONE #: (407) 359-2373 FAX#: (407) 359-2372

EMAIL: tii@tii-usa.com

SIGNATURE: *Rifat Habib*

DATE: 01/31/2024

Attachment “C”
HB 89 Form

Effective September 1, 2017, House Bill 89 Prohibition on Contracts with Companies Boycotting Israel states that a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a **written verification** from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

“Boycott Israel” is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

“Company” is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

To Be Completed By Contractor:

"I, Rifat Habib (Name of certifying official), the Business Development Exec. (title or position of certifying official) of Technology International, Inc. (name of company), does hereby verify on behalf of said company to the City that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract.

Rifat Habib
Signature of Certifying Official

Business Development Exec.
Title

01/31/2024
Date

ATTACHMENT “D”

CONFLICT OF INTEREST DISCLOSURE REQUIREMENT

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e., The City of Lago Vista) must disclose in the Questionnaire Form CIQ (“Questionnaire”) the person’s affiliation or business relationship that might cause a conflict of interest with the local governmental entity. Bylaw, the Questionnaire must be filed with the Lago Vista City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the City or submits an application or response to a Request for Proposals or bids, correspondence, or another writing related to a potential Contract with the City. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaire Form CIQ is enclosed with the submittal documents. The form is also available at **<http://www.ethics.state.tx.us/forms/CIQ.pdf>**.

Questions about compliance shall be directed to the Proposer’s legal counsel.

Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense Under Chapter 176 is a Class C misdemeanor

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

Date

Adopted 8/7/2015

ATTACHMENT "E"

CITY OF LAGO VISTA

INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed By Insurance Agent/Broker and Responder

I, the undersigned Agent/Broker, reviewed the insurance requirement contained in this proposal document. If the Proposer shown below is awarded this contract by the City of Lago Vista, I will be able to, within fifteen (15) days of notification of such award, furnish a valid insurance certificate to the City of Lago Vista meeting all the insurance requirements in this proposal.

Insurance Coverage Reviewed: _____

Agent's Name: Kristy Crooks

Agency Name: Acentria Insurance - Palm Beach Gardens

Address: 1401 Forum Way | 4th Floor

City / State / ZIP: West Palm Beach FL 33401

Telephone No. () 561-694-6666 Fax No. () 561-694-6986

Proposer's Name and Company: Rifat Habib Technology International Inc.

RFP Number and Title: LED Monument Sign (RM 1431 Eastbound) RFP 24-04

Insurance Agent / Broker Signature: _____ Date: 01/31/2024

By submitting a proposal and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within fifteen days of notification of award.

If the above fifteen-day requirement is not met, the City of Lago Vista has the right to reject this proposal and award the contract to the next lowest proposer meeting specifications. If you have any questions concerning these requirements, please contact the City Manager (512) 267-1155.

Proposer's Signature: Rifat Habib Date: 01/31/2024

ATTACHMENT “F”

DRUG-FREE WORKPLACE CERTIFICATION

The Technology International, Inc. (company name) will provide a Drug Free Workplace in compliance with the Drug Free Workplace Act of 1988. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited on the premise of the Technology International, Inc. (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

The undersigned Contractor certifies it will provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Contractor’s policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the Contractor’s policy statement;

Notifying the employees in the Contractor’s policy statement that as a condition of employment under this contract, employees shall abide by the terms of the policy statement and notifying the Contractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the City within ten (10) days of the Contractor’s receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Technology International Inc.
Name of Organization / Contractor(s)

Rifat Habib
Signature of Authorized Representative:

01/31/2024
Date:

ATTACHMENT “G”

QUALIFICATIONS & REFERENCE SHEET

Please Complete and Return This Form with the Response

The Contractor may furnish up to a maximum of three (3) references for projects of a similar size and scope, with the following information provided for each reference:

- | | | |
|----|------------------|---|
| 1. | Client’s Name | Horry County Schools, SC |
| | Name of Contact | Vicki Williams |
| | Title of Contact | N/A |
| | Email address | N/A |
| | Telephone Number | 843-488-6938 |
| | Website URL | N/A |
| | | |
| 2. | Client’s Name | U.S. Navy |
| | Name of Contact | Terry Mitchell |
| | Title of Contact | N/A |
| | Email address | terryl.mitchell@navy.mil |
| | Telephone Number | 760-939-1998 |
| | Website URL | N/A |
| | | |
| 3. | Client’s Name | Massachussets Water Resource Authority (MWRA) |
| | Name of Contact | Allan Cassasa |
| | Title of Contact | N/A |
| | Email address | Allan.Casassa@mwra.com |
| | Telephone Number | N/A |
| | Website URL | N/A |

ATTACHMENT “H”

LAGO VISTA SERVICE AGREEMENT EXAMPLE

(TO BE COMPLETED BY THE SELECTED FIRM ONLY)

STATE OF TEXAS	§	
	§	AGREEMENT FOR SERVICES
COUNTY OF TRAVIS	§	

This Agreement for Services (“Agreement”) is made by and between the City of Lago Vista, Texas (“City”) and [Name of Entity]_____, a [Type of Entity]_____, (“Service Provider”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires to engage the services of Service Provider as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to complete the City of Lago Vista Pool Replaster (the “Project”); and

WHEREAS, Service Provider desires to render services for the City on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I.
TERM**

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Service Provider shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items or work prepared by the Service Provider in connection with this Agreement. Service Provider shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

**ARTICLE II.
SCOPE OF SERVICE**

2.1 Service Provider shall perform the services in connection with the Project as set forth in the Scope of Services, Exhibit “A.” Service Provider shall perform the services with the professional skill and care ordinarily provided by competent professionals in the same field, as the case may be, practicing in the same or similar locality and under the same or similar circumstances.

2.2 City shall, prior to commencement of services, provide Service Provider with the information set forth in the Scope of Services, if any.

2.3 The Parties acknowledge and agree that any and all opinions provided by Service Provider in connection with the Scope of Services represent the professional judgment of the Service Provider in accordance with the standard of care applicable by law to the services performed hereunder.

2.4 Upon execution of this Agreement the City has the right to use Service Provider's instruments of service, including but not limited to reports, maps, cost estimates, recommendations, or other deliverables for the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The City's employees, agents, contractors, and subcontractors may reproduce applicable portions of the instruments of service for use in performing services or construction for the Project. Upon payment of all amounts due Service Provider hereunder, all deliverables, materials and reports prepared by the Professional in connection with this Agreement shall become the property of the City. The City shall have the right to publish, disclose, distribute, and otherwise use such deliverables, materials and reports only for those purposes for which they were intended. Subject to the foregoing, Service Provider shall, upon completion of the services, or earlier termination, provide the City with the deliverables, drawings, reports, maps, and materials prepared by Service Provider as set forth in the Scope of Services. Record drawings created by the Service Provider which reflect information from the contractor/inspector shall include all plan sheets on a compact disc in a ".dwg" format and scanned 24" x 36" black & white "Tiff" images at 400 dpi resolution.

ARTICLE III. SCHEDULE OF WORK

Service Provider agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

ARTICLE IV. COMPENSATION AND METHOD OF PAYMENT

4.1 Service Provider will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services. Unless otherwise provided herein, payment to the Service Provider shall be given one payment / deposit upon the start date of the project, and then paid the remaining amount once the project has been completed. The City shall pay such payments within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein.

4.2 Unless otherwise provided in the Scope of Services the Service Provider shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet, and email charges.

4.3 The project rates set forth in the Scope of Services, if any, shall remain in effect during the term of this Agreement. Any changes to established project rates shall require the prior written consent of the City.

ARTICLE V DEVOTION OF TIME; PERSONNEL; AND EQUIPMENT

5.1 The Service Provider shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Service Provider shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time and materials basis, in accordance with Service Provider's standard project rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for the Service Provider to perform the services under this Agreement, the Service Provider shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Service Provider may deem proper to aid or assist in the performance of the services under this Agreement. The Service Provider shall provide written notice to and approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Service Provider hereunder and shall not otherwise be reimbursed by the City unless provided differently herein.

5.3 The Service Provider shall furnish the facilities, equipment, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

ARTICLE VI MISCELLANEOUS

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. Service Provider may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Service Provider to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Subcontracting. If subcontracting with another company or individual is proposed, that fact, along with providing the same information for the subcontractor that is required to be provided by the Vendor under this solicitation, must be provided and clearly identified. Following the award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City.

6.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

6.5 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Travis County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.6 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.7 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.8 Independent Contractor. It is understood and agreed by and between the Parties that the Service Provider, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Service Provider pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Service Provider shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.9 Right-of-Access. Service Provider shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Service Provider will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.10 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

If Intended for Service Provider:

Attn: Tracie Hlavinka
City Manager
Lago Vista, TX 78645
Phone: (512) 267-1155

6.11 Insurance.

(a) Service Provider shall during the term hereof maintain in full force and effect the following insurance:

Type	Amount
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000/\$1,000,000/\$1,000,000

Type	Amount
Comprehensive General Liability Including: - Premises/Operations - Products Liability/ Completed Operations - Personal & Advertising Injury - Broad form property damage, to include fire legal liability	\$1,000,000 per occurrence; \$2,000,000 General Aggregate or its equivalent in Umbrella or Excess Liability Coverage
Business Automotive Liability a. Owned/leased vehicles b. Non-owned vehicles Hired vehicles	\$1,000,000 per occurrence or its equivalent on a combined single limit (CSL basis)
Cyber Liability a. Business Interruption b. Data loss/destruction c. Computer fraud d. Cyber Extortion Incident Response and Privacy Notification	\$1,000,000
Tech E&O Liability	\$1,000,000

- (b) All policies of insurance shall be endorsed and contain the following provisions:
(1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the City for cancellation of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. The Service Provider shall provide written notice to the City of any material change of or to the insurance required herein.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by the City.

6.12 Indemnification.

SERVICE PROVIDER DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR

SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE SERVICE PROVIDER, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE SERVICE PROVIDER EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE SERVICE PROVIDER'S LIABILITY.

THE SERVICE PROVIDER'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY SERVICE PROVIDER UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.14 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.15 HB 89 and SB 252 Certifications. If this Agreement provides for payment to Service Provider of over \$100,000, Service Provider hereby certifies that Service Provider does not and will not boycott Israel during the term of this Agreement in accordance with Chapter 2270, Texas Government Code. Additionally, Service Provider hereby certifies that the Service Provider is not included on the website of the Texas Comptroller for entities doing business with foreign terrorist organizations pursuant to Chapter 2252, Texas Government Code.

6.16 Conflicts of Interest. By signature of this Agreement, Service Provider warrants to City that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including business or personal financial interests, direct or indirect, in property abutting the proposed project and business relations with abutting property owners, or with elected officials or employees of City. Service Provider further warrants that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this Agreement and prior to final payment under the Agreement. Service Provider warrants that it has submitted to City a completed Conflicts of Interest Questionnaire as required by Chapter 176 of the Texas Local Government Code.

6.17 Government Code Chapter 2274 Certification. If this Agreement provides for payment to Service Provider of over \$100,000 and if Service Provider employs ten or more people full-time, then Service Provider, by signing below, certifies that: (1) Service Provider does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm

trade association, and (2) Service Provider will not discriminate during the term of this Agreement against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Chapter 2274.

6.18 Authority to Sign. The parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Agreement.

By City:

EXECUTED this _____ day of _____, 2023.

City of Lago Vista, Texas

By: _____
Tracie Hlavinka, City Manager

ATTEST:

By: _____
Lucy Aldrich, City Secretary

By Service Provider:

EXECUTED this _____ day of _____, 2023.

Service Provider

By: _____

Name: _____

Title: _____



Technology International, Inc.
1331 South International Pkwy, Suite 2251
Lake Mary, FL 32746
Tel: (407) 359-2373
Fax: (407) 359-2372
E-mail: tii@tii-usa.com
Website: www.tii-usa.com

Equipment Proposal

Description: LED Monument Sign (RM 1431 Eastbound)

Solicitation #: RFP 24-04

Agency: City of Lago Vista
Email: procurement@lagovistatexas.gov

TII Ref: TII/TX/0124/34729

Date: 01/31/2024

In response to your quote request for LED Monument Sign (RM 1431 Eastbound), Technology International, Inc. is pleased to submit the following for consideration:

ITEM NO.	QTY	DESCRIPTION/ MODEL NO.
1	1	6mm cabinet with receiving card (Double-sided) (60 pcs) Single Cabinet frame (60 pcs) Spare module (1 pc) TB30 (1 set) Verizon Cell Modem with 5-Year Data Plan (1 set) Custom Options Powder Coated Cabinets and structure, Full color high definition double sided LED sign cabinet illuminated with Principal LEDs, HDU brick texture, routed aluminum faces with acrylic backers, per design. Permit acquisition, all removals/disposals, and full installation. Premium Project Content Subscription (Custom Content and Additional Content Library/Tools) (12 Months) Essential Project Content Subscription (Custom Content and Additional Content Library/Tools) (12 pcs)
See attached data sheets		
<u>Total.....\$65,000.00</u>		

Warranty: Manufacturer's standard warranty applies. Five Years.

Delivery:

- Estimated delivery is **20 Weeks** after receipt of order and approved submittal.

- Please note, due to COVID-19 there may be unanticipated disruptions and delays in the supply chains globally, for parts, components, equipment and internal manufacturing services such as engineering, production allocation, and logistics. This may result in manufacturing & delivery delays out of our control. We will do our best to communicate all such impacts and reduce the effects of any such delays.
- All delivery dates quoted are subject to manufacturer's confirmation at time of order.
- Submittal data will be provided for approval after receipt of order (if applicable)
- Customer to provide equipment and personnel to unload
- TII will provide MSO at time of payment confirmation. Customer is responsible for all titling and registration of trailer (If Applicable)

Freight: Included to Vista, TX.

Payment Terms: NET 30

Prompt Payment discount: 1/4 % 10 days

Quote Validity: 180 days.

***** Notes:**

- Quoted price is not available on a line item basis. This is an offer for a lump sum contract.

Technology International, Inc. Corporate data:

We are a small business and our Tax Payer Identification Number (TIN): 650342335. The price quoted does not include any sales, excise or similar taxes.

We trust that this proposal will meet your requirements and we look forward to hearing from you.

If you have any questions or need more information, please contact us by phone at 407-359-2373, fax at 407-359-2372 or email us at tii@tii-usa.com

Respectfully submitted,



Rifat Habib
Business Development Exec.
Technology International, Inc.

6mm Double-sided Outdoor Full Color LED Display

Technical Parameters

No.	LED constitution	Types
1	1R1G1B	NATIONSTAR GOLDWIRE SMD

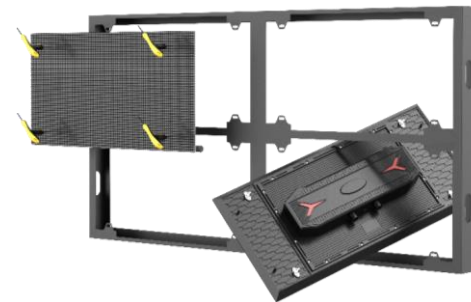
Module Specification

1	Pixel Pitch	6mm
2	Drive mode	1/6 constant current
3	Module Resolution	96dot x 48dot
4	Module Pixels	4608dot
5	Module Size	2ft*1ft



Cabinet Specification

1	Cabinet Size(WXH)	2ft*1ft
2	Cabinet Resolution	96dot x 48dot
3	Module Quantity	1pcs
4	Pixel Density	24,800 dot/m2
5	Material	die-casting
6	Cabinet Weight	3.9kg/cabinet



Screen Parameters

1	Screen Area(WxH)	5'X12'
2	Cabinet Quantity	60pcs (Double-sided)
3	Display Resolution	96dot x 384dot
4	Brightness	10,000+ Nit Rating
5	View Angle	Horizontal 110° Vertical 110°
6	Min. Viewing Distance	≥7meter
7	Gray scale	16384
8	Refresh rate	≥1920Hz
9	Input Voltage	AC110V/60Hz



10	Power Consumption (Max. / Ave.)	600/180 W/m ²	
11	Screen weight	20KG/sq.m	
12	MTBF	>10,000H	
13	Life span	≥100,000H	
14	IP rating(Front/Rear)	IP67	
15	Temperature-operating	- 20℃～60℃	
16	Humidity-operating	10%～95%	ILLUMINATION ENGINE
17	Controlling system/software	Illumination Engine	

Fully Cloud based, secured control software. Includes automatic updates and upgrades, training package, standard graphics library. Compatible with all commonly used image/clip files.

Additional Options/Itemization

No.	ITEM	Quantity	Unit	Unit Price (USD)	Total Amount(USD)
1	Premium Project Content Subscription (Custom Content and Additional Content Library/Tools)	12	Months	Included	Included
2	Essential Project Content Subscription (Custom Content and Additional Content Library/Tools)	12	pcs	Included	Included
3	Mask	0	pcs	\$0.00	\$0.00
4	Module lock	0	pcs	\$0.00	\$0.00
5	Y Cables	As required	pcs	free	free
6	Extension cable	As Required	pcs	free	free
7	front access tool	As Required	pcs	free	free
8	screws	As Required	pcs	free	free



GUTHMAN SIGNS



**CITY OF
LAGO VISTA**
— TEXAS —

SCOPE OF WORK: FABRICATE **ONE (1)** CABINET SIGN TO UL SPECIFICATIONS

- Powder Coated Structure and Cabinets
- High Definition 6mm LED Display
- Custom Routed Faces
- Internally illuminated with LED lighting
- Stone Texture Pedestal includes 25 yr warranty



PAGE 2 OF 2
ART VERSION 180339-6
DATE 01/23/2024

PM pm
DESIGN CG

DATE REVISION NOTE



CITY OF WICHITA INTRUST BANK ARENA

10mm LED | 210 x 210 & 210 x 120

PROBLEM:

Low pitch & content quality/Content was an afterthought

SOLUTION:

New signage with better pitch/Content quality driving the strategy

RESULTS:

Better clarity/Better movement/Improvement to marketability & ROI



In 2010, The City of Wichita completed construction on a 16,000-seat venue, Intrust Bank Arena. By 2018, the digital signage needed replaced and the arena wanted to approach content for the signs differently. The dual threat partnership of Wichita Sign Company and Project Content crafted a strategy of better clarity and marketability, replacing the original 20mm pitch signage with 10mm (doubling the clarity) and providing beautiful content to assist the arena in promoting upcoming events.

“The original solution that was rolled out in 2010 only addressed signage. Content was an after-thought, along with how content would look on a 20mm sign vs. a 10mm.”, said Scott Wadle, Senior Management Analyst with the City of Wichita.

“The ads that the Project Content team crafted for the sign to accompany the new installation blew the socks off what we had before! For the second go-around of replacing these signs, we decided to make content quality and clarity the focal point of what brand of digital signage would be best.”

The combination of a better pitch with ads and content that follow several best-practices are the main focus of what Project Content delivers day-in and day-out. Think the combination of a better sign pitch and professional content won't make a difference? Let us show you otherwise!

At Project Content, there's nothing we believe in more than the positive impact of creative, professional-looking content. Give us a chance to craft a unique content strategy to truly maximize the marketing potential of your digital sign investment.

RFP 24-04 New LED Sign 1431

RFP Evaluation Scoring Summary

Reviewer	Companies					
	Complete Signs	Technology International	Howard Industries, Inc.	MCPB	Vistago Print	Sign Crafters
Eric De La Cruz	57	48	56	48	84	58
Amanda Harkins	30	50	58	34	95	33
Roy Jambor	0	0	0	45	70	25
Tracie Hlavinka	15	35	57	67	99	69

Average Score	26	33	43	49	87	46
----------------------	-----------	-----------	-----------	-----------	-----------	-----------

Scores in Order

Place	Firm	Combined Average Score
1	Vistago Print	87
2	MCPB	49
3	Sign Crafters	46
4	Howard Industries, Inc.	43
5	Technology International	33
6	Complete Signs	26

RFP 24-04 New LED Sign 1431

RFP Evaluation Scoring Sheet

Tracie Hlavinka

Evaluation Criteria	Max Points	Companies					
		Complete Signs	Technology International	Howard Industries, Inc.	MCPB	Vistago Print	Sign Crafters
Proposed Pricing	30	15	15	22	27	29	28
Past Experience with COLV	25	0	0	0	0	25	0
Ability to meet all requirements	25	0	10	20	22	25	23
Quality	20	5	10	15	18	20	18
Total	100	15	35	57	67	99	69

RFP 24-04 New LED Sign 1431 RFP Evaluation Scoring Sheet

Reviewer: Amanda Harkins

Evaluation Criteria	Max Points	Companies					
		Complete Signs	Technology International	Howard Industries, Inc.	MCPB	Vistago Print	Sign Crafters
Proposed Pricing	30	10	20	20	10	25	5
Past Experience with COLV	25	0	0	0	0	25	0
Ability to meet all requirements	25	10	15	18	7	25	8
Quality	20	10	15	20	17	20	20
Total	100	30	50	58	34	95	33

RFP 24-04 New LED Sign 1431

RFP Evaluation Scoring Sheet

Eric De La Cruz

Evaluation Criteria	Max Points	Companies					
		Complete Signs	Technology International	Howard Industries, Inc.	MCPB	Vistago Print	Sign Crafters
Proposed Pricing	30	29	25	24	28	20	15
Past Experience with COLV	25	0	0	0	0	25	0
Ability to meet all requirements	25	10	8	15	5	23	25
Quality	20	18	15	17	15	16	18
Total	100	57	48	56	48	84	58

didn't have double side and no details of support structure

RFP 24-04 New LED Sign 1431

RFP Evaluation Scoring Sheet

Reviewer: Roy Jambor

Evaluation Criteria	Max Points	Companies						
		Complete Signs	Technology International	Howard Industries, Inc.	MCPB	Vistago Print	Sign Crafters	
Proposed Pricing	30	0	0	0	30	20		10
Past Experience with COLV	25	0	0	0	0	25		0
Ability to meet all requirements	25	0	0	0	15	25		15
Quality	20	0	0	0	20	20		20
Total	100	0	0	0	45	70		25



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	June 6, 2024
SUBMITTED BY:	Eric DeLaCruz, Golf Course
SUBJECT:	Consider approval of the award of RFP 24-07 for City of Lago Vista Golf Course Irrigation System to Duininck Golf in the amount of \$4,713,590.00; and authorize the City Manager to execute an agreement for such services.
BACKGROUND:	The City published a Request for Proposal for a City of Lago Vista Golf Course Irrigation System on March 21, 2024, with a closing date May 1, 2024. The City of Lago Vista Golf Course is essential to the City's effluent disposal process permitted by TCEQ. The current irrigation system is 51 years old and well past its useful life and needs to be replaced. A new irrigation system will also enhance and maintain the quality of the golf course turf. Additionally, a new irrigation system at the golf course will help lighten the burden placed on the Cedar Breaks Effluent Pond.
FINDINGS:	The City received 2 proposals, Duininck Golf and Mid America Golf & Landscape. Both proposals have been attached for reference. Duininck was the lowest qualified bidder. The proposers were asked to provide bids based on three different irrigation system brands (Hunter, Rainbird, and Toro). The Golf Course Superintendent based his recommendation of brand on quality, serviceability, maintenance and price for the new system.
FINANCIAL IMPACT:	The new golf course irrigation is included in the 2023-2024 CIP budget and designated to be to be paid from the 2024 Bond Issuance. The bid total for a Hunter system is \$4,713,590 which is under the budgeted amount of \$5,000,000.
ATTACHMENTS:	RFP 24-07 Lago Vista Golf Course Irrigation System_FINAL.pdf RFP 24-07 Addendum 1.pdf RFP 24-07 Addendum 2.pdf Duininck Golf Bid.pdf Mid- America Golf and Landscape Bid.pdf



REQUEST FOR PROPOSAL (RFP)
For

Project Title: City of Lago Vista Golf Course Irrigation System
RFP No. 24-07 City of Lago Vista Golf Course Irrigation System
Issued: 3-21-2024
Proposal Submission Deadline: 4-24-2024, 3:00pm CST Local Time

NO LATE PROPOSALS SHALL BE ACCEPTED

<u>RESPONSES SHALL BE DELIVERED SEALED TO:</u> CITY OF LAGO VISTA City of Lago Vista 5803. Thunderbird Lago Vista, Texas 78645 Or Online via BidNetDirect: http://www.bidnetdirect.com/texas/lagovista	<u>Or RESPONSES SHALL BE MAILED TO:</u> CITY OF LAGO VISTA City of Lago Vista P.O. Box 4727 Lago Vista, Texas 78645
PRE-SUBMITTAL CONFERENCE WILL BE HELD VIA GoToMeeting : N/A	NAME AND ADDRESS OF COMPANY SUBMITTING PROPOSALS:
FOR ADDITIONAL INFORMATION REGARDING THIS RFP PLEASE CONTACT: Sean Vance, Golf Course Superintendent Sean.Vance@lagovistatexas.gov	Contact Person: _____ Title: _____ Phone: () _____ Fax: () _____
RETURN THIS COVER SHEET AS INTENT RESPONSE TO: Tracie Hlavinka City Manager City of Lago Vista 5803 Thunderbird Street Lago Vista, Texas 78645	Email: _____ Signature: _____ Printed Name: _____

REQUEST FOR Proposals

The City of Lago Vista invites participation in the Request for Proposals (RFP) for experienced and qualified professionals for the installation of a complete, new irrigation system for the City of Lago Vista Golf Course. This proposal will include all materials, labor, equipment and incidentals required to install and start up the irrigation as shown on the plans and in accordance with both the plans and specifications. In addition, it is the intent of these documents to provide a fully functional irrigation system ready for operation by City of Lago Vista.

1.0 **SUBMISSION OF PROPOSALS**

Proposals shall be submitted through one the following options: online via <http://www.bidnetdirect.com/texas/lagovista> , by mail to City of Lago Vista, P.O. Box 4727, Lago Vista, TX, 78645, or **SEALED** in person at City Hall, 5803 Thunderbird, Lago Vista, TX, 78645. All materials shall be PDF file format and formatted to be easily printed on standard 8.5 x11 paper.

- 1.1 Facsimile transmittals or offers communicated by telephone will not be accepted or considered.
- 1.2 If the proposer desires not to submit a Proposal at this time, but wishes to remain on the commodity notification list, please submit a "**No Quote**" response (same time/location). The City of Lago Vista is always very conscious and extremely appreciative of the time and effort expended to submit a proposal. However, on "No Quote" responses please communicate any qualification requirement(s) which may have influenced your decision to "No Quote."
- 1.3 If a response is not received in the form of a "Request for Proposal" or "No Quote" for three (3) consecutive proposals, Proposer shall be removed from said notification list. However, if you choose to "No Quote" at this time but desire to remain on the notification list for other commodities, please state the specific product/service for which your agency wishes to be classified.

2.0 **DELIVERY OF PROPOSALS**

Proposals must be received no later than **3:00 p.m., April 24, 2023**. The submitting Proposer is responsible for the means of delivering the Proposal to the location listed in paragraph 1 on time. Delays due to any instrumentality used to transmit the Proposals including delay occasioned by the Proposer or faults in email delivery will be the responsibility of the Proposer. Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The time and date recorded on the envelope of the submittal is the official clock for determining whether submittals are submitted timely. Proposals will not be opened until after the submittal deadline. City Staff may confirm receipt of submissions upon request but will not open or otherwise confirm completeness of submissions until after the passage of the submittal deadline. **Late Proposal documents and Unsealed Proposals will not be accepted under any circumstances.**

3.0 PROPRIETARY INFORMATION

- 3.1 If a Proposer does not desire proprietary information in the Proposal to be disclosed, it is required to identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Proposer fails to identify proprietary information, it agrees that by submission of its Proposal those sections shall be deemed non-proprietary and made available upon public request.
- 3.2 Proposers are advised that the City, to the extent permitted by law, will protect the confidentiality of their Proposal. Proposer shall consider the implications of the Texas Public Information Act, particularly after the RFP process has ceased and the Contract has been awarded. While there are provisions in the Texas Public Information Act to protect proprietary information, where the Proposer can meet certain evidentiary standards, please be advised that a determination on whether those standards have been met will not be decided by the City of Lago Vista, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City will notify the Proposer, who may then request an opinion from the Attorney General pursuant to 552.305, Texas Government Code. The City will not make a request to the Attorney General.

4.0 COMPLETION OF RESPONSES

- 4.1 Information presented in the Proposals will be used to evaluate the professional proposals of the Proposer(s) and to determine the Proposer(s) which will be selected to provide services to the City.
- 4.2 Responses shall be completed in accordance with the requirements of this RFP. Statements made by a Proposer shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

5.0 CLARIFICATIONS AND ISSUANCE OF ADDENDA

- 5.1 Any explanation, clarification, or interpretation desired by a Proposer regarding any part of this RFP must be requested from the City of Lago Vista at least eight (8) days prior to the published submission deadline, as referenced in Section 2.0 of this RFP.
- 5.2 If the City, in its sole discretion, determines that a clarification is required, such clarification shall be issued in writing. Interpretations, corrections, or changes to the RFP made in any other manner other than writing are not binding upon the City, and Proposers shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding.
- 5.3 Requests for explanations or clarifications should be submitted via email to Eric.DeLaCruz@lagovistatexas.gov. Emails must clearly identify the RFP Number and Title.

- 5.4 Any interpretations, corrections or changes to this RFP will be made by addendum. Sole issuing authority of addenda shall be vested in the City of Lago Vista. Proposers shall acknowledge receipt of all addenda within the responses.

6.0 WITHDRAWAL OF PROPOSALS

A representative of the company may withdraw a Proposal at any time **prior to** the RFP submission deadline, upon presentation of acceptable identification as a representative of such company.

7.0 AWARD OF CONTRACT

- 7.1 It is understood that the City reserves the right to request additional information, waive immaterial errors or omissions, to accept or reject any and all Proposals, or to re-solicit for Proposals, as it shall deem to be in the best interests of the City of Lago Vista. Receipt and consideration of any Proposals shall under no circumstances obligate the City of Lago Vista to accept any Proposals. If an award of contract is made, it shall be made to the proposer offering the most comprehensive, creative, qualified, and responsive proposal at the best value to the City. In determining the best value for the City, the City may consider:
- 7.1.1 the proposal Fees;
 - 7.1.2 the reputation of the proposer and of the proposer's services;
 - 7.1.3 the quality of the proposer 's services;
 - 7.1.4 the extent to which the services meet the municipality's needs;
 - 7.1.5 the proposer 's past relationship with the municipality;
 - 7.1.6 the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
 - 7.1.7 the total long-term cost to the municipality to acquire the services; and
 - 7.1.8 any relevant criteria specifically listed in the request for proposals.
 - 7.1.9 For projects over \$1.5MM the municipality will attempt to award project to lowest responsible bidder.
- 7.2 The City reserves the right to award a single contract or multiple contracts by section listed in the Scope of Work.

7.3 Tentative Schedule of Events

RFP Release Date	3/21/2024		
Questions Submittal	4/17/2024	at 5:00 PM CST	Emailed to eric.delacruz@lagovistatexas.gov
Proposal Due Date	4/24/2024	at 3:00 PM CST	Online via BidNetDirect: http://www.bidnetdirect.com/texas/lagovista , Mail or hand deliver SEALED to City of Lago Vista 5803Thunderbird Lago Vista, Texas 78645
Proposals Opening	4/24/2023	at 3:30 PM CST	Publicly read aloud in Council Chambers

8.0 PERIOD OF ACCEPTANCE

Proposer acknowledges that by submitting the Proposal, Proposer makes an offer that, if accepted in whole or part by the City, constitutes a valid and binding contract as to any and all items accepted in writing by the City. The period of acceptance of proposals is one hundred and eighty (180) calendar days from the date of opening, unless the Proposer notes a different period.

9.0 TAX EXEMPTION

The City of Lago Vista is exempt from Federal Excise and State Sale Tax; therefore, tax must not be included in any contract that may be awarded from this RFP.

10.0 COST INCURRED IN RESPONDING

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a Proposal which may be required by the City shall be the sole responsibility of and shall be borne by the participating Proposers.

11.0 NEGOTIATIONS

The City reserves the right to negotiate all elements that comprise the successful Contractor's response to ensure that the best possible consideration be afforded to all concerned.

12.0 NON-ENDORSEMENT

If a Proposal is accepted, the successful Proposer, hereinafter "Contractor," shall not

issue any news releases or other statements pertaining to the award or servicing of the Contract that state or imply the City of Lago Vista's endorsement of the successful Proposer's services.

13.0 UNAUTHORIZED COMMUNICATIONS

After release of this solicitation, Proposers' contact regarding this RFP with members of the RFP evaluation, interview or selection panels, employees of the City or officials of the City other than the City Manager, Buyer, or as otherwise indicated is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the Proposers shall have any contact or discussion, verbal or written, with any members of the City Council, members of the RFP evaluation, interview, or selection panels, City staff or City's Contractors, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's Contractors regarding any matters pertaining to this solicitation, except as herein provided. If a representative of any Proposers violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Proposers being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP.

14.0 PROJECT BACKGROUND

The City of Lago Vista, TX, is located in northwest Travis County, on the north shore of Lake Travis and has a population of over 9,000. The City of Lago Vista Golf Course is located at 4616 Rimrock Dr, Lago Vista, TX 78645. Lago Vista Golf Course is an 18 Hole, Par 72 Championship Golf Course just over 6500 yards of area. The current irrigation system is 51 years old and has been showing signs of aging. A new system is needed to maintain the quality of the golf course turf.

15.0 SCOPE OF WORK

The City of Lago Vista invites participation in the Request for Proposals (RFP) for experienced and qualified professionals for the installation of a complete, new irrigation system for the City of Lago Vista Golf Course. This proposal will include all materials, labor, equipment and incidentals required to install and start up the irrigation as shown on the plans and in accordance with both the plans and specifications attached. In addition, it is the intent of these documents to provide a fully functional irrigation system ready for operation by City of Lago Vista.

15.1 Location – Project site is located at 4616 Rimrock Dr, Lago Vista, TX 78645.

15.2 Golf Course Size - Lago Vista Golf Course is an 18 Hole, Par 72 Championship Golf Course serving up just over 6500 yards of area. Should proposer need access to Golf Property Please send requests for access to Sean Vance at Sean.Vance@lagovistatexas.gov

15.3 The Proposer must agree to complete the project in accordance to the plans and specifications in Attachments "L" in this document.

15.4 The materials specifications indicate alternate approved materials. The CMF/Aquafuse ‘program’ is NOT approved. CMF/Aquafuse proprietary materials (gate valves, ball valves and Aquafuse saddles) ARE NOT and WILL NOT be approved.

15.5 Bidder will be required to maintain the existing system until the new system is operational.

15.6 Performance and Payment bonds are required on this project. 5% bid bond is also required.

15.7 All services shall be administered in conformance with Federal and State Laws, and applicable City of Lago Vista policies and procedures.

16.0 SUBMITTALS

Bidders are limited to those qualified to do the work as specified on the Proposal Form. Should a bid be received by a Contractor that does not meet the qualifications, that bid shall be rejected. For your proposals to be considered responsive, the following information should be included in some manner in your proposal.

- A. Proposal Form**
- B. Qualifications Form**
- C. Base Bid Sheet**
- D. Unit Price Form**
- E. 5% Bid Bond**

19.0 INTERVIEWS AND PRESENTATIONS

In fairness to all proposers, requests for interviews prior to the closing time and date will not be permitted. Interviews with selected companies may or may not be requested by the City after the deadline for proposals. Selection may be made strictly from the information provided in the RFP. However, the City of Lago Vista reserves the right to conduct interviews with and request information from any Proposer.

20.0 BEST AND FINAL OFFER

The City reserves the right to request a best and final offer from any or all companies. Discussions in accordance with the terms of a request for proposals and with regulations adopted by the governing body of the municipality may be conducted with Proposers who submit proposals and who are determined to be reasonably qualified for the award of the contract. Proposers shall be treated fairly and equally with respect to any opportunity for discussion and revision of proposals. To obtain the best final offers, revisions may be permitted after submissions and before the award of the contract. The City also reserves the right to reject any or all proposals, with or without cause, re-issue the RFP, or proceed in any manner determined to be in the best interest of the City.

Attachment "A"

OFFICIAL PROPOSAL FORM and CERTIFICATION
FOR THE CITY OF LAGO VISTA, TEXAS

This certification must be submitted with the proposal.

Honorable Mayor and City Council Members:

The undersigned hereby proposes to furnish and deliver FOB destination point as listed on a future Purchase Order or Notice of Award.

To furnish all materials and labor in accordance with the scope of work described in the Proposal for the specified lump sum, subject to all conditions shown therein and the City's Specifications and General Terms and Condition Specifications. When issued, Letters of Clarification shall automatically become part of this Proposal document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the Proposer to ensure that it has obtained such letters. By submitting a Proposal on this project, Proposer shall be deemed to have received all Letters of Clarification and to have incorporated them into its Proposal.

The City may accept this Proposal offer by issuance of a Notice of Award Letter and/or a Purchase Order covering award of said Proposal to this Proposer at any time on or before the 120th day following the day this Official Proposal Form is opened by the City. This offer shall be irrevocable for 120 days after Proposal opening, or for 90 days after City Council awards the Proposal, whichever comes last, but this period may be extended by written agreement of the parties.

THIS PROPOSER IS AND REPRESENTS THAT IT IS AN EQUAL OPPORTUNITY EMPLOYER

The undersigned hereby offers to furnish and deliver the materials and/or services as specified at the prices and terms herein stated and in accordance with the Request for Proposal, Clarification Letters, and any General Terms and Condition Specifications that they City might have issued in connection with this solicitation, all of which are made a part of this offer.

All pages of The City of Lago Vista's form, including but not limited to the General Terms and Conditions, Specifications and page one of this Proposal invitation are incorporated by reference into this Proposal for all purposes.

**NOTICE TO ALL NEW CONTRACTORS WHO HAVE NOT
CONDUCTED BUSINESS WITH THE CITY OF LAGO VISTA**

FEDERAL FORM W9 REQUIREMENT:

The "Request for Taxpayer Identification Number and Certification" Federal Form W-9 should be filled out and returned with your proposal. This form is available from any Federal Office or from The City of Lago Vista Finance Office and has not been included as part of this Proposal package. The form should be mailed to The City of Lago Vista, 5803 Thunderbird, Lago Vista, TX 78645.

This form is **REQUIRED** to be on file **BEFORE** we can conduct any business with any Contractor. Submitting this form will assist us in setting your company up as a certified Contractor of The City of Lago Vista.

PROPOSERS CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Request for Proposal. I also understand that if this proposal is accepted by The City of Lago Vista that all of the terms and conditions, specifications, and requirements submitted in my proposal and any additions, changes, or deletions made during negotiations will be made a part of this proposal under a binding contract between my company and The City of Lago Vista, Texas. I also certify that this proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

Corporation ☐ (The Proposal MUST be signed by an Officer of the company)

Partnership ☐ (The Proposal MUST be signed by a General Partner)

Joint Venture ☐ (The Proposal MUST be signed by an Officer of the company)

Sole Proprietor ☐ (The Proposal MUST be signed by the Owner)

Is the company a small, minority, or woman-owned business enterprise?

MBE ☐ WBE ☐ SBE ☐

Has the company been certified as a SMWBE by any governmental agency?

Yes ☐ No ☐

If yes, specify the governmental agency: _____

Date of certification: _____

LETTERS OF CLARIFICATION:

The Proposer acknowledges receipt of the following Letters of Clarification: (If you have not received any Letters of Clarification, then write NONE across the blanks). If you have received Letters of Clarification, then write beside the appropriate Letter of Clarification number the date received. ALL LETTERS OF CLARIFICATION RECEIVED SHOULD BE ATTACHED TO THE PROPOSAL.

LETTER OF CLARIFICATION # 1 _____

LETTER OF CLARIFICATION # 2 _____

LETTER OF CLARIFICATION # 3 _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

CITY/STATE/ZIP: _____

COMPANY REPRESENTATIVE

NAME: _____

TELEPHONE #: _____ FAX#: _____

EMAIL: _____

SIGNATURE: _____

DATE: _____

Attachment “B”
HB 89 Form

Effective September 1, 2017, House Bill 89 Prohibition on Contracts with Companies Boycotting Israel states that a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a **written verification** from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

“Boycott Israel” is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

“Company” is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

To Be Completed By Contractor:

"I, _____ (Name of certifying official), the _____
(title or position of certifying official) of _____ (name of company),
does hereby verify on behalf of said company to the City that said company does not Boycott Israel
and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001)
during the term of this contract.

Signature of Certifying Official

Title

Date

ATTACHMENT “C”

CONFLICT OF INTEREST DISCLOSURE REQUIREMENT

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e., The City of Lago Vista) must disclose in the Questionnaire Form CIQ (“Questionnaire”) the person’s affiliation or business relationship that might cause a conflict of interest with the local governmental entity. Bylaw, the Questionnaire must be filed with the Lago Vista City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the City or submits an application or response to a Request for Proposals or bids, correspondence, or another writing related to a potential Contract with the City. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaire Form CIQ is enclosed with the submittal documents. The form is also available at **<http://www.ethics.state.tx.us/forms/CIQ.pdf>**.

Questions about compliance shall be directed to the Proposer’s legal counsel.

Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense Under Chapter 176 is a Class C misdemeanor

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

Date

Adopted 8/7/2015

ATTACHMENT "D"
CITY OF LAGO VISTA
INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed By Insurance Agent/Broker and Responder

I, the undersigned Agent/Broker, reviewed the insurance requirement contained in this proposal document. If the Proposer shown below is awarded this contract by the City of Lago Vista, I will be able to, within fifteen (15) days of notification of such award, furnish a valid insurance certificate to the City of Lago Vista meeting all the insurance requirements in this proposal.

Insurance Coverage Reviewed: _____

Agent's Name: _____

Agency Name: _____

Address: _____

City / State / ZIP: _____

Telephone No. () _____ Fax No. () _____

Proposer's Name and Company: _____

RFP Number and Title: _____

Insurance Agent / Broker Signature: _____ Date: _____

By submitting a proposal and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within fifteen days of notification of award.

If the above fifteen-day requirement is not met, the City of Lago Vista has the right to reject this proposal and award the contract to the next lowest proposer meeting specifications. If you have any questions concerning these requirements, please contact the City Manager (512) 267-1155.

Proposer's Signature: _____ Date: _____

ATTACHMENT “E”

DRUG-FREE WORKPLACE CERTIFICATION

The _____ (company name) will provide a Drug Free Workplace in compliance with the Drug Free Workplace Act of 1988. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited on the premise of the _____ (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

The undersigned Contractor certifies it will provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Contractor’s policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the Contractor’s policy statement;

Notifying the employees in the Contractor’s policy statement that as a condition of employment under this contract, employees shall abide by the terms of the policy statement and notifying the Contractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the City within ten (10) days of the Contractor’s receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Name of Organization / Contractor(s)

Signature of Authorized Representative:

Date:

ATTACHMENT “F”

REFERENCE SHEET

Please Complete and Return This Form with the Response

The Contractor may furnish up to a maximum of three (3) references for projects of a similar size and scope, with the following information provided for each reference:

1. Client's Name

Name of Contact

Title of Contact

Email address

Telephone Number

Website URL

2. Client's Name

Name of Contact

Title of Contact

Email address

Telephone Number

Website URL

3. Client's Name

Name of Contact

Title of Contact

Email address

Telephone Number

Website URL

ATTACHMENT “G”

LAGO VISTA SERVICE AGREEMENT EXAMPLE

(TO BE COMPLETED BY THE SELECTED FIRM ONLY)

STATE OF TEXAS	§	
	§	AGREEMENT FOR SERVICES
COUNTY OF TRAVIS	§	

This Agreement for Services (“Agreement”) is made by and between the City of Lago Vista, Texas (“City”) and [Name of Entity]_____, a [Type of Entity]_____, (“Service Provider”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires to engage the services of Service Provider as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to complete the City of Lago Vista Golf Course Irrigation System (the “Project”); and

WHEREAS, Service Provider desires to render services for the City on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I.
TERM**

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Service Provider shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items or work prepared by the Service Provider in connection with this Agreement. Service Provider shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

**ARTICLE II.
SCOPE OF SERVICE**

2.1 Service Provider shall perform the services in connection with the Project as set forth in the Scope of Services, Exhibit “A.” Service Provider shall perform the services with the professional skill and care ordinarily provided by competent professionals in the same field, as the case may be, practicing in the same or similar locality and under the same or similar circumstances.

2.2 City shall, prior to commencement of services, provide Service Provider with the information set forth in the Scope of Services, if any.

2.3 The Parties acknowledge and agree that any and all opinions provided by Service Provider in connection with the Scope of Services represent the professional judgment of the Service Provider in accordance with the standard of care applicable by law to the services performed hereunder.

2.4 Upon execution of this Agreement the City has the right to use Service Provider's instruments of service, including but not limited to reports, maps, cost estimates, recommendations, or other deliverables for the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The City's employees, agents, contractors, and subcontractors may reproduce applicable portions of the instruments of service for use in performing services or construction for the Project. Upon payment of all amounts due Service Provider hereunder, all deliverables, materials and reports prepared by the Professional in connection with this Agreement shall become the property of the City. The City shall have the right to publish, disclose, distribute, and otherwise use such deliverables, materials and reports only for those purposes for which they were intended. Subject to the foregoing, Service Provider shall, upon completion of the services, or earlier termination, provide the City with the deliverables, drawings, reports, maps, and materials prepared by Service Provider as set forth in the Scope of Services. Record drawings created by the Service Provider which reflect information from the contractor/inspector shall include all plan sheets on a compact disc in a ".dwg" format and scanned 24" x 36" black & white "Tiff" images at 400 dpi resolution.

ARTICLE III. SCHEDULE OF WORK

Service Provider agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

ARTICLE IV. COMPENSATION AND METHOD OF PAYMENT

4.1 Service Provider will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services. Unless otherwise provided herein, payment to the Service Provider shall be given one payment / deposit upon the start date of the project, and then paid the remaining amount once the project has been completed. The City shall pay such payments within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein.

4.2 Unless otherwise provided in the Scope of Services the Service Provider shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet, and email charges.

4.3 The project rates set forth in the Scope of Services, if any, shall remain in effect during the term of this Agreement. Any changes to established project rates shall require the prior written consent of the City.

ARTICLE V DEVOTION OF TIME; PERSONNEL; AND EQUIPMENT

5.1 The Service Provider shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Service Provider shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time and materials basis, in accordance with Service Provider's standard project rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for the Service Provider to perform the services under this Agreement, the Service Provider shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Service Provider may deem proper to aid or assist in the performance of the services under this Agreement. The Service Provider shall provide written notice to and approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Service Provider hereunder and shall not otherwise be reimbursed by the City unless provided differently herein.

5.3 The Service Provider shall furnish the facilities, equipment, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

ARTICLE VI MISCELLANEOUS

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. Service Provider may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Service Provider to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Subcontracting. If subcontracting with another company or individual is proposed, that fact, along with providing the same information for the subcontractor that is required to be provided by the Vendor under this solicitation, must be provided and clearly identified. Following the award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City.

6.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

6.5 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Travis County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.6 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.7 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.8 Independent Contractor. It is understood and agreed by and between the Parties that the Service Provider, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Service Provider pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Service Provider shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.9 Right-of-Access. Service Provider shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Service Provider will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.10 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

If Intended for Service Provider:

Attn: Tracie Hlavinka
City Manager
Lago Vista, TX 78645
Phone: (512) 267-1155

6.11 Insurance.

(a) Service Provider shall during the term hereof maintain in full force and effect the following insurance:

Type	Amount
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000/\$1,000,000/\$1,000,000

Type	Amount
Comprehensive General Liability Including: - Premises/Operations - Products Liability/ Completed Operations - Personal & Advertising Injury - Broad form property damage, to include fire legal liability	\$1,000,000 per occurrence; \$2,000,000 General Aggregate or its equivalent in Umbrella or Excess Liability Coverage
Business Automotive Liability a. Owned/leased vehicles b. Non-owned vehicles Hired vehicles	\$1,000,000 per occurrence or its equivalent on a combined single limit (CSL basis)
Cyber Liability a. Business Interruption b. Data loss/destruction c. Computer fraud d. Cyber Extortion Incident Response and Privacy Notification	\$1,000,000
Tech E&O Liability	\$1,000,000

- (b) All policies of insurance shall be endorsed and contain the following provisions:
(1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the City for cancellation of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. The Service Provider shall provide written notice to the City of any material change of or to the insurance required herein.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by the City.

6.12 Indemnification.

SERVICE PROVIDER DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR

SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE SERVICE PROVIDER, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE SERVICE PROVIDER EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE SERVICE PROVIDER'S LIABILITY.

THE SERVICE PROVIDER'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY SERVICE PROVIDER UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.14 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.15 HB 89 and SB 252 Certifications. If this Agreement provides for payment to Service Provider of over \$100,000, Service Provider hereby certifies that Service Provider does not and will not boycott Israel during the term of this Agreement in accordance with Chapter 2270, Texas Government Code. Additionally, Service Provider hereby certifies that the Service Provider is not included on the website of the Texas Comptroller for entities doing business with foreign terrorist organizations pursuant to Chapter 2252, Texas Government Code.

6.16 Conflicts of Interest. By signature of this Agreement, Service Provider warrants to City that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including business or personal financial interests, direct or indirect, in property abutting the proposed project and business relations with abutting property owners, or with elected officials or employees of City. Service Provider further warrants that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this Agreement and prior to final payment under the Agreement. Service Provider warrants that it has submitted to City a completed Conflicts of Interest Questionnaire as required by Chapter 176 of the Texas Local Government Code.

6.17 Government Code Chapter 2274 Certification. If this Agreement provides for payment to Service Provider of over \$100,000 and if Service Provider employs ten or more people full-time, then Service Provider, by signing below, certifies that: (1) Service Provider does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm

trade association, and (2) Service Provider will not discriminate during the term of this Agreement against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Chapter 2274.

6.18 Authority to Sign. The parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Agreement.

By City:

EXECUTED this _____ day of _____, 2023.

City of Lago Vista, Texas

By:

Tracie Hlavinka, City Manager

ATTEST:

By:

Lucy Aldrich, City Secretary

By Service Provider:

EXECUTED this _____ day of _____, 2023.

Service Provider

By:

Name:

Title:

ATTACHMENT “H”

PROPOSAL FORM

**PROPOSAL FORM
GOLF COURSE IRRIGATION SYSTEM**

**LAGO VISTA GOLF COURSE
LAGO VISTA, TX**

PROPOSAL BY
COMPANY NAME _____ DATE _____

ADDRESS _____

TELEPHONE _____ EMAIL _____

The above-named Bidder, hereinafter referred to as the “Contractor” hereby agrees to furnish all materials, labor, equipment and incidentals required for the installation of the irrigation system for the above-mentioned golf course in accordance to the Plans, Specifications and amendments to same as provided by the Irrigation Consultant.

The Contractor agrees and acknowledges that the lump sum bid and any and all unit prices include all costs including taxes for the completion of the work, whether direct or incidental.

Contractor agrees to be bound to the General Conditions as defined in the AIA A201-2017 General Conditions document.

Contractor further agrees that Contractor shall complete the work within the Contract Time and that Contractor will pay such Liquidated Damages as provided in the General Conditions should Contractor exceed said Contract Time.

Contractor affirms that the company has been in the golf course irrigation business for a minimum of five years and that the company has completed a minimum of three complete new irrigation systems on golf courses, at least one of which was with HDPE piping, both main lines and sub mains.

Contractor acknowledges the receipt of the following addenda-

#1 _____ Date _____

#2 _____ Date _____

ATTACHMENT "I"

QUALIFICATIONS FORM

Bidder hereby certifies that bidder's company has been in the golf course irrigation business for a minimum of five years and has an irrigation crew which is primarily dedicated to golf course irrigation projects-

_____ Company

_____ Signature

Bidder certifies that bidder's company has completed at least three 18 hole golf course irrigation systems in the last 5 years.

List of projects completed-

Project	Year completed
1. _____	_____
2. _____	_____
3. _____	_____

Bidder certifies that bidder's installation crew is certified to install HDPE pipe. Include last certification date and certifier.

Date of last certification-_____

Certifier-_____

ATTACHMENT "J"

BID SHEET

Base Bid:

HUNTER

The lump sum price for the work is:

Dollars \$ _____

RAINBIRD

Dollars \$ _____

TORO

Dollars \$ _____

BIDDER _____ DATE _____

Bidder hereby affirms that bidder can begin construction on the date provided above.

If bidder cannot start on the proposed date, provide Bidder's proposed start date-

ATTACHMENT “K”

UNIT PRICE FORM

The following unit prices shall be a part of the bid proposal and shall be used for any additions or deletions from the work. They shall not be used in determining the total bid price. Unit prices shall include all costs for performing the work including, but not limited to, materials, labor, equipment, incidentals, overhead, taxes and profit. Each unit price shall include the costs for installing the entire component, i.e., sprinkler heads shall include the cost of the head, fittings, swing joints, wire connectors and any other miscellaneous costs.

<u>ITEM</u>	<u>UNIT PRICE</u>
2” HDPE DR 13.5 PIPE	\$_____/LF
3” HDPE DR 13.5 PIPE	\$_____/LF
4” HDPE DR 13.5 PIPE	\$_____/LF
6” HDPE DR 13.5 PIPE	\$_____/LF
8” HDPE DR 13.5 PIPE	\$_____/LF
10” HDPE DR 13.5 PIPE	\$_____/LF
12” HDPE DR 13.5 PIPE	\$_____/LF
16” HDPE DR 13.5 PIPE	\$_____/LF
LEEMCO #LV-210S 2” LATERAL VALVE, COMPLETE W/ SERVICE TEE & VALVE BOX	\$_____/EA
LEEMCO LMV-BB GATE VALVE 4”, COMPLETE W/ VALVE BOX	\$_____/EA
LEEMCO LMV-BB GATE VALVE 6”, COMPLETE W/ VALVE BOX	\$_____/EA
LEEMCO LMV-BB GATE VALVE 8”, COMPLETE W/ VALVE BOX	\$_____/EA
LEEMCO LMV-BB GATE VALVE 10”, COMPLETE W/ VALVE BOX	\$_____/EA
BERMAD #IR-C30-DN-25 1” #14UF 24V 2 WIRE W/JACKET	\$_____/LF

HUNTER

#G880D HUNTER ROTOR, COMPLETE W/SWING
JOINT & FITTING

\$_____/EA

#G885D HUNTER ROTOR, COMPLETE W/SWING
JOINT & FITTING

\$_____/EA

#HQ5RC HUNTER QCV, COMPLETE W/SWING
JOINT, FITTING & VALVE BOX

\$_____/EA

RAINBIRD

#A900-IC RAINBIRD ROTOR, COMPLETE W/SWING
JOINT & FITTING

\$_____/EA

#A952-IC RAINBIRD ROTOR, COMPLETE W/SWING
JOINT & FITTING

\$_____/EA

#5RC RAINBIRD QCV, COMPLETE W/SWING
JOINT, FITTING & VALVE BOX

\$_____/EA

TORO

#INF54 TORO ROTOR, COMPLETE W/SWING
JOINT & FITTING

\$_____/EA

#INF55 TORO ROTOR, COMPLETE W/SWING
JOINT & FITTING

\$_____/EA

#474-01 TORO QCV, COMPLETE W/SWING
JOINT, FITTING & VALVE BOX

\$_____/EA

BIDDER_____DATE_____

ATTACHMENT "L"

Irrigation System Specifications

Lago Vista Golf Course
Lago Vista, TX
City of Lago Vista, Owner

December 1, 2023



4260 CR 324
Navasota, TX 77868
(832) 725-3214
leshilltx@gmail.com

General Conditions

CONTRACTOR WILL BE BOUND TO ALL GENERAL CONDITIONS AS PROVIDED IN THE AIA GENERAL CONDITIONS FORM #A201-2017.

Irrigation System Technical Specifications

Part 1- GENERAL

1.0 Overview

- 1.1 The objective of this project is to provide a complete, new, fully operational irrigation system. The installation of this system shall be of the highest quality and in full accordance with the Plans and Specifications and in compliance with all local, state and federal codes and regulations.
- 1.2 Scope of Work- The Scope of Work is as provided within the Plans and Specifications and includes all Work therein which is the installation of a new irrigation system including all piping, wiring, equipment and pump station. It includes all Work required with the exception of the following:
 - 1.2.1 To be provided by Owner
 - a) Power supply for the pump stations
 - b) Power supply for the central controller and satellites.
 - c) Permits, engineering and architectural required for above items.
- 1.3 No deviation from these Plans or Specifications will be allowed without specific authorization from Irrigation Consultant.

Quality Assurance

- 1.4 Nature of the Plans & Specifications- It is understood by all parties that the irrigation plans serve as a guide to the complete installation of a functional irrigation system for the project. It is further understood that minor field changes will occur throughout the construction period in response to actual field conditions and also changes required due to minor adjustments. Such minor adjustments shall NOT be construed as additional work.
- 1.5 Submittals- Contractor shall, within fourteen (14) days of beginning the Work, submit a list of proposed materials to Consultant and/or Owner. Should Contractor decide to utilize all materials of brand and model as specified in these documents, then Contractor shall issue a letter on Contractor's letterhead stating full compliance with these specifications and no manufacturer's cut sheets or data will be required. If Contractor wishes to substitute brand or model of any item specified herein, the Contractor shall provide Manufacturer's cut sheets and data on said substitution along with a letter stating the request for the substitution and approval for said item(s). Consultant will either approve or disapprove request for said substitutions within 24 hours of receipt of request.

- 1.6 Project Record Documents-** The Contractor shall keep at the site where the work is taking place one (1) copy of the Plans and Specifications for review by any and all parties. In addition, Contractor is responsible for the GPS mapping of all the components of the system. **GPS recording will be done on a daily basis, and a copy of the data will be provided to the Irrigation Consultant in .dwg form monthly.** Upon completion of the project, Contractor will deliver all GPS data to Consultant to be rendered into a comprehensive as-built for Owner.
- 1.7 Coordination-** It is important that the Contractor and Owner closely coordinate any minor changes required as they occur. To the extent that the minor changes occur that do not involve additional materials and/or equipment or labor, Contractor will agree that it will not be considered additional work. For example, the shifting or re-alignment of sprinkler heads due to a change because of a tree in the way, and prior to installation, does not constitute additional work.
The Irrigation Contractor shall coordinate all scheduling and installation of the work with the Owner and/or General Contractor.
- 1.8 Surveying & Layout of the Work-** All flagging and staking of the irrigation heads and other components shall be done by the Irrigation Consultant. Contractor shall provide whatever staking and/or flagging materials are required by the Consultant to complete the layout of the irrigation system, and shall insure that both the foreman on the project and 2 laborers are available to assist Consultant in this task. Contractor shall provide Consultant with one week's notice prior to a staking visit and shall have a minimum of three (3) holes equivalent ready for staking as approved by Architect on each visit. Requests for staking visits which involve fewer than 3 holes may result in Contractor being charged for said visit by Consultant.
- 1.9** Contractor shall verify with the Owner any or all known underground and surface utility lines. Contractor shall also notify the Consultant of any unexpected sub-surface conditions.
- 1.10** Contractor shall protect existing trees, plants, lawns, and other features designated to remain as part of the final landscape work, and shall hand trench within 15' of any tree with a 10" caliper or larger. Under no circumstances shall Contractor machine trench within the drip line of any tree. Contractor shall be responsible for promptly repairing any damage to said features or adjacent facilities, and shall make all repairs at Contractor's own expense.
- 1.11** The Irrigation Consultant may interpret or construe the Plans and Specifications so as to secure in all cases, the most substantial and complete performance of the work as is consistent with the needs and requirements of the work, and of that question, the Irrigation Consultant shall be the sole judge.
- 1.12 Intent of Drawings & Specifications-** Contractor shall comply with the intent of the Drawings & Specifications. The plans and specifications are intended to be complimentary, and anything mentioned in the Specifications and not shown on the plans, or shown on the Plans and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. Indicated dimensions on drawings shall take precedence over scaled measurements. Detailed installation drawings supplied by the Irrigation Consultant or Manufacturer shall take precedence over the general drawings. In the plans & specifications, any discrepancy shall be determined by precedence first by the specifications, next by the detailed drawings and last by the general plans. In addition, in

discrepancy between the plans and the specifications should be brought to the attention of the Irrigation Consultant immediately.

1.12.1 All plan dimensions are approximate and essentially diagrammatic, and are indicative only of the amount of work to be performed. Actual location of all system components will be performed in the field according to actual field conditions.

1.12.2 Manufacturer's instructions, specifications and detailed drawings shall be strictly followed in all cases where the manufacturer of the equipment has furnished said instructions, specifications or drawings for the purpose of proper installation of the equipment.

1.13 Contractor shall be responsible for verifying the location of all existing utilities both above and below ground including, but not limited to, electric cables, telephone cables, conduits, gas lines, water and sewer lines, sprinkler lines and fiber optic cables, prior to commencing work.

1.14 Regulations, Permits, Fees & Inspections- Contractor shall procure and pay for all temporary permits and licenses necessary to the completion of the work.

1.14.1 Permits, licenses and easements for permanent structures or permanent changes to existing facilities will be procured and paid for by the Owner.

1.14.2 Local, municipal, state and Federal laws, ordinances, rules & regulations governing or related to any portion of this work are hereby incorporated into and made part of these specifications. Contractor shall be responsible for strict adherence to their provisions.

1.15 Warranty- Contractor shall provide a written warranty to the Owner stating that all work included under this contract shall be warranted against all defects in both materials and workmanship for a period of one year from the date of completion and final acceptance of the work.

1.15.1 Owner retains the right to make emergency repairs without relieving Contractor of the warranty obligation. In the event Contractor does not respond to Owner's request for repair work under this warranty within a period of twenty-four (24) hours, Owner may make, or cause to have made, any such repairs as Owner deems necessary at the full expense of the Contractor.

1.16 Extra Equipment- Contractor shall provide to the Owner, upon completion, the following extra equipment-

1. 4 each of all models of heads, quick couplers and electric valves
2. 2 each operating valve keys
3. 3 each valve boxes of each model
4. 2 sets head repair tools for each model of head used.
5. 4 quick coupler keys
6. 4- hose swivels for quick coupler keys

Part 2- MATERIALS

2.0- Materials

2.1- General- Only new materials will be allowed on this project. All materials should be provided clean and in their approved packing as received from the manufacturer.

2.1.1- Contractor is responsible for the proper handling, loading, storing and assembling of all materials and components. Materials damaged during storage, handling or installation shall be rejected and replaced.

2.1.2- All materials shall be subject to inspection and approval by Owner upon delivery for conformity to specifications. Such approval shall not impair the right of inspection and rejection during progress of the work, should said materials prove not to conform or prove to be defective.

2.2- Pipe and Fittings

2.2.1- All underground mainline piping shall be HDPE 4710 DR13.5. Pipe shall be extruded from virgin parent material. All pipe shall be homogeneous throughout and free from visible cracks, holes, foreign materials, blisters, wrinkles and dents. In addition, any pipe showing visible effects from extended exposure to sunlight will be rejected. ALL PIPE SHALL HAVE A PURPLE STRIPE INDICATING THE USE OF RECLAIMED WATER.

2.2.2- All underground lateral piping shall be HDPE 4710 DR13.5. Pipe shall be extruded from virgin parent material. All pipe shall be homogeneous throughout and free from visible cracks, holes, foreign materials, blisters, wrinkles and dents. In addition, any pipe showing visible effects from extended exposure to sunlight will be rejected. ALL PIPE SHALL HAVE A PURPLE STRIPE INDICATING THE USE OF RECLAIMED WATER.

2.2.3- All above-ground piping 2" and under shall be Sch 80 galvanized with threaded fittings. All above-ground piping 3" and over shall be flanged Class 125 Ductile Iron pipe and fittings manufactured in accordance with ANSI/AWWA C110/A21.10. Bridge crossing may be HDPE 4710 DR 13.5, properly strapped.

2.2.1- Pipe for discharge at pump station may be either SCH80 welded steel, CL125 Ductile iron or HDPE 4710 DR 13.5.

2.2.4- - All fittings having at least one opening 4" or larger shall be HDPE DR11 butt fusion and meet ASTM D2513, ASTM D3261 and AWWA C906 standards. All fittings shall be sized to meet pipe dimensions conforming to ASTM D2513. All fittings 4" and over may be either molded or fabricated.

2.2.5- All PVC fittings 3" and under shall be HDPE DR11 socket fusion or butt fusion and meet ASTM D2513 and ASTM D2683. All fittings shall be sized to meet pipe dimensions conforming to ASTM D2513. All fittings 3" and under shall be molded.

2.2.6- All branch saddles for lateral valves shall be Leemco Leemco #RDLS-X00. Harco #80X8TH saddles with #873-008 adapters are also approved.

2.2.7- Tapping saddles- All connections for VIH rotors to sub main piping shall be with Lasco #364-251/#364-337 Tap't saddles. Dura saddles are also approved. Aquafuse saddles are NOT approved.

2.2.8- All transition fittings shall be PE to steel DR13.5 piping 2" HDPE by 2" ductile spigot conforming to AWWA C906, Model #65-35340214 as manufactured by The Harrington Corporation.

2.2.9- Swing Joints- All swing joints for rotors shall be as provided by the rotor manufacturer in order to qualify for the 5 year warranty.

2.3- Sprinklers

2.3.1- All full circle rotors shall be closed cased gear drive rotors with fully top serviceable feature. Full circle heads shall be either:

Hunter- #G880D-XX-P8

Rainbird #A900-IC-80-XX/ #A702-IC-XX-XX

Toro #INF54-XX-8-5

Nozzle sizes for all rotors as noted on the plans. ALL ROTORS SHALL HAVE PURPLE LIDS/RINGS INDICATING THE USE OF RECLAIMED WATER.

2.3.2- All part circle rotors shall be closed cased gear drive rotors with fully top serviceable feature. Part circle heads shall be either:

Hunter- #G885D-XX-P8

Rainbird #A752-IC-80-XX

Toro #INF55-XX-8-5

Nozzle sizes for all rotors as noted on the plans. ALL ROTORS SHALL HAVE PURPLE LIDS/RINGS INDICATING THE USE OF RECLAIMED WATER.

2.4- Controllers

2.4.1- Satellite hubs- All satellite controllers shall be either:

Hunter #Pilot-DH500-UHF

Rainbird #ICI (at central) w/#H49140

Toro #DEC-RSP-1000-DR

2.4.2- Central controller- The central controller shall be either:

Hunter Pilot

Rainbird Cirrus II w/5 yr GSP

Toro #LX-04-5-0-8

Central controller pricing shall include the following to be provided by the manufacturer-

1. Site survey
2. Start up assistance
3. 8 hours of training
4. Initial programming

2.5- Valves

2.5.1- All isolation main line (4" and larger) valves shall be resilient wedge and conform to AWWA C153 standards. Material shall be ductile iron per ASTM A-536, Grade 65-45-12. Epoxy coating on all interior and exterior surfaces shall be fusion bonded epoxy, 12-14 mil thickness. Valve bell end shall be deep bell, gasket and equipped with stainless steel stiffeners to insure proper connection of the HDPE pipe to the valve. Mainline valves may be either push on, mechanical joint or flanged. Approved valve manufacturers are Leemco (#LMV-BBHDSS series) or Nibco with Harco PJ. adapters. Mechanical joint or flanged may be either Nibco or Clow. CMF/Aquafuse valves are NOT approved. BALL VALVES ARE NOT APPROVED UNDER ANY CIRCUMSTANCES with the exception of the brass ball valve under the air relief valves.

2.5.2- All sub main valves shall be 2", full port, stainless steel, 200 psi rated angle globe valves with integrally restrained ends. Ends shall be male swivel inlet and restrained push on gasketed joint outlet. Components shall be 316 or UNS 21800 stainless steel, complying with ASTM A276. Gasketed joints shall be SBR rubber and internal seals shall be EPDM rubber complying with ASTM F477. Lateral isolation valves shall be Leemco #LV-201S with 2" cross handles. Harco valves are also approved.

2.5.3- All air relief valves shall be Bermad #IR-C30-DN-25 1" iron air relief valves or approved equal. The combination air valve(s) shall be installed at high points in the system or at points selected by the Consultant. This will permit discharging the surge of air from an empty line when filling and relieve the vacuum when draining, and also to release accumulated air when the system is under pressure. The valve body shall be one integral casting or 2 valve bodies flange bolted together containing an air and vacuum valve and a separate pressure valve mechanism. The Air and Vacuum Valve shall operate by sealing the BUNA-N rubber outlet seat with a peripherally guided float as the liquid enters the valve chamber to raise the float. The pressure air release valve shall operate through simple or compound levers to permit air to be released under operating conditions. The valve shall have a 1" orifice with valve sealing faces of an adjustable BUNA-N valve and (stainless steel or PVC) and shall operate at 125 PSIG. The valve(s) shall be 1" NPT screwed or ANSI Class (125,250) flanged inlet connection and shall be cast iron body, top, and inlet flange (where required), stainless steel floats with stainless steel trim.

2.5.4- All electric control valves shall be Hunter #ICV-xxx.

2.5.5- All quick coupling valves shall be either:

Hunter #HQ5RC.

Rainbird #5RC

Toro #474-01 ALL QUICK COUPLING VALVES SHALL HAVE PURPLE LIDS INDICATING THE USE OF RECLAIMED WATER.

2.6- Valve Boxes

- 2.6.1-** All valve boxes for main line valves and sub main isolation valves, shall be 10" circular high impact resistant plastic boxes with green CV covers. Valve boxes shall be Model 910 as manufactured by Carson, or equal. ALL VALVE BOXES FOR MAIN LINE, SUB MAIN AND QUICK COUPLING VALVES SHALL HAVE PURPLE LIDS INDICATING THE USE OF RECLAIMED WATER.
- 2.6.2-** All valve boxes for air relief valves shall be Model 1015 w/green covers as manufactured by Carson, or equal.
- 2.6.3-** All valve boxes for 24 volt wire splices and grounding shall be Model 809 w/tan cover as manufactured by Carson, or equal.
- 2.6.4-** All valve boxes for 120 v wire splices shall be Model 1220 grey and marked 'electric' as manufactured by Carson, or equal.
- 2.6.5-** All valve boxes for quick coupler valves shall be Model 809 w/green covers as manufactured by Carson, or equal.

2.7- Wire

- 2.7.1-** All branch circuit power cables shall be type Tray Cable of the size shown on the plans. They are to be UL listed for direct burial, and rated at 600 volts. The cable shall include three conductors. The inner copper conductors shall be insulated with high dielectric PVC and Nylon. The outer jacket will be black PVC and is to be sunlight resistant. The inner conductors are colored (blue, red and black). Inner conductors shall be color-coded at every splice and termination using Vinyl Electrical Color Coding Tap (3M #35) to NEC standards. Wire shall be Paige #7266D, or equal.
- 2.7.2-** All 3 way connections for 24 v 2 wire system shall be Paige #270RC6 or Polaris #SLWB2/0-6P. All connections to surge protectors shall be Scotch DBR/Y.
- 2.7.3-** All 24 volt wire splices shall be designed for direct burial, and shall be Model DBR/Y as manufactured by 3M, or 3M Scotchcast 3570G-N (Toro). All 120 volt wire splices shall be designed for direct burial, and shall be Model 82-A as manufactured by 3M, or equal.
- 2.7.4-** All connections to ground rods and/or grounding plates shall be with #6 bare copper wire and connected with brass acorn nuts.
- 2.7.5-** All 24v 2 wire shall be either-
Hunter: Paige #P7354D
Rainbird: Paige #P7072D
Toro: Paige #P7350D
- 2.7.6-** All grounding and surge protection shall be with an 8' copper grounding rod and either-
Hunter- DS-G surge protector

Rainbird- ICSD surge protector
Toro- DEC-SGLINE

2.8- Wet well- The wet well shall be installed as per the detail sheet.

2.9- Pump station- Both pump stations shall be as manufactured by PPS and with the performance as defined in the detail sheet. General parameters for both pump stations are attached to this specification. Additional approved pump station manufacturers are MCI/Flowtronix and Watertronics.

Part 3- EXECUTION

3.0- Installation

3.1- Staking. All locations for mainline, sprinkler heads, controllers, quick coupling valves, air relief valves and drain valves shall be located and staked by Consultant prior to the commencement of trenching and/or installation. Contractor shall endeavor to comply with the staking as done by the Consultant, and guard to ensure Consultant's flagging is not lost or modified after staking is done and prior to installation. The use of 3/4" PVC pipe, 4' long, with the flag place in the pipe is an appropriate option.

3.2- Trenching & Backfilling

3.2.1- All trenching for main line piping shall be open trench. All trenches must be of a depth to insure a minimum of 24" cover on all mainline piping and 18" cover on all sub main piping, and of a width a minimum of twice the outside diameter of the pipe being laid in the trench. Piping for the submains may be either by open trench or by 'pulling' with a plow. Location of the trenches shall be according to the intent of the plans, but Contractor may, subject to the approval of the Owner/Consultant, adjust the location of any pipe or wiring trench to avoid boulders, stumps, trees or other obstacles, **providing such adjustments do not conflict with either the intent of the plans or increase the cost to the Owner.**

3.2.2- Rock Excavation. In areas where rock excavation is required, Contractor shall use standard excavation methods for the excavation of loose rock. For purposes of this contract, rock excavation is defined as any rock which cannot be removed by trenchers with standard chains and rock teeth, or back hoes of 40 hp or less. THERE WILL BE NO ADDITIONAL MONIES PAID FOR ROCK REMOVAL AS THIS IS CONSIDERED A ROCK JOB AND BIDDER SHOULD BID AS SUCH.

3.2.3- Backfill. All backfill required for bedding around the pipe shall be clean of rocks and other debris in excess of 1" diameter. Bedding backfill is considered to be a minimum of 3" above and below the pipe, and from the sides of the pipe to the sides of the trench. Backfill

outside the bedding backfill may be unconsolidated, and as excavated. Backfilling shall be either tamped or water-floated so as to eliminate any voids caused by rocks, clods, etc in 6" lifts (layers). If tamping is used, a mechanized tamping machine shall be utilized. All backfill should be smoothed to match the adjacent grade. Settling of trenches is a warranty item and Contractor is fully responsible for correcting any settlement of trenches within the warranty period. Plowed areas must be smoothed with a mechanical compactor/roller.

3.2.4- Sod removal/replacement- Sod shall be removed and replaced in any area where ditching and/or excavating occurs within the greens complex. Sod removal/replacement is not required in excavations in the rough, fairways or tees. Any sod removed must be replaced in the same work day.

3.3- Pipe and Fitting Installation

3.3.1- Pipe installation. All pipe shall be installed utilizing either butt fusion or socket fusion (2"-3") according to the Manufacturer's specifications. The fusion process shall be accomplished by technicians that have been certified by the Manufacturer of the pipe purchased for this project.

3.3.2- Blocking should not be used to change pipe grade or to intermittently support pipe across over-excavated sections. Pipelines shall be graded down to drain valves.

3.3.3- At the end of each work day, Contractor shall cover the open end of the pipe so as to prevent the entrance of silt, rocks, debris or small animals. Open ends shall be covered with appropriate plastic film, and held securely in place with either tape or wire.

3.3.4- Threaded connections. All threaded connections shall be made by working the male thread first. Teflon tape shall be used on all threaded connections except ACME threads. On PVC connections, hand-tight connections will be sufficient. On steel connections, the use of a strap wrench or pipe wrench will be required. All plastic to metal connections shall be with male PVC threads only. All plastic to metal connections shall be SCH80 PVC only.

3.4- Wire Installation

3.4.1- All 120v power wiring shall be laid in the trenches with the wire laid under the pipe.

3.4.2- All 24v wiring shall be installed through the shoe of the plow, if plowing is used. For open trench situations, all 24v wiring shall be installed under the pipe.

3.4.3- All above ground wiring not in the hubs shall be installed in UL listed PVC conduit and connectors in accordance with local codes.

3.4.4- It is the intent of this design and specification that there be an absolute minimum of field splices on all wiring. Field splices requested due to a shortage of wire on a reel will be denied. All 120v wiring shall be installed separately in conduit where required by local code. All 120v wire must have a minimum of 18" of cover. Any 24v field splices required shall be covered with a valve box. Any 120 v field splices required shall be covered with a valve box. They shall also be noted on the Project Record Documents to insure they are part of the GPS program. **All wiring shall be installed and connected in strict accordance with the Manufacturer's specifications.**

3.4.5- An expansion coil for the 24v wiring shall be provided at each change of direction of the wire and at the rotor or valve. This expansion coil shall consist of approximately 3' of wire, looped loosely around a piece of 2" pipe (the pipe is then removed). The expansion coil shall not be taped to the rotor.

3.4.6- All field wire splices shall be made in accordance with the manufacturer's specification, and in accordance with all local and UL listed codes.

3.4.7- All 120v wire installation shall be installed with a warning tape installed 12" below grade.

3.4.8- Grounding- All ground rods shall be installed vertically and be driven into the soil to 1' below grade. Each ground rod shall be placed a minimum of 5' from any rotor or decoder device. A surge protector shall be attached to each ground rod from the 2 wire path and be placed in a 10" round valve box set to grade. Connection from the surge protector to the ground rod shall be by use of #6 bare copper wire. This wire shall be connected to the ground rod with an acorn nut and the connection for the wires in and out of the surge protector shall be made with DBR/Y's as manufactured by Scotch. The surge protection device and the wire connectors shall be placed in a 10" valve box with a minimum of 3' of extra wire coiled neatly within the box.

3.4.9- All grounding shall be checked with an ohm meter and the readings of each shall conform with the requirements of whichever manufacturer's equipment is used. If the readings do not conform with the manufacturer's recommendations, additional ground rods and/or ground plates shall be installed until said readings are in conformance.

3.5- Equipment Installation

3.5.1- Rotors. All rotors shall be installed according to Manufacturers specifications and per installation details as provided in the plans. All sprinklers shall be set perpendicular, and at finished (or proposed finish) grade.

3.5.2- All part circle rotors arcs shall be set to best fit the area and site conditions, i.e., over arced to compensate for prevailing wind, etc.

3.5.3- Nozzling- Although specific nozzling is shown on the plans for each head, it will not be uncommon for Consultant to determine a different nozzle size than shown on the plans due to specific conditions encountered while staking. Contractor should be prepared to adjust and/or change nozzling in heads according to the direction of Consultant. These nozzle changes shall be noted on the Project Record Documents as installed and do not constitute extra work.

3.5.4- Valves. All drain valves, air relief valves and isolation valves shall be installed according the details on the plans or Manufacturer's specifications and per installation details as provided in the plans. .

3.5.5- Controllers. The controllers shall be installed according to the details on the plans and/or Manufacturer's specifications. .

3.5.6- Controller Grounding and Surge Protection. Install all grounding and surge protection as specified by the manufacturer. At a minimum, each controller shall have 1) 8' copper grounding rod and 1) 4"x96" copper grounding plate. All ground rods and grounding plates shall be connected with acorn nuts. All grounding at the controller shall be checked with an ohm meter and the reading shall meet or exceed the Manufacturer's recommendations. If the reading does not meet Manufacturer's recommendations, Contractor shall install additional grounding until said recommendation is met. The installation of additional grounding will not constitute additional work.

3.5.7- Wet well- Wet well to be installed according to the details on the plans.

3.5.8- Pump station- The pump station manufacturer shall be responsible for the installation of the pump stations.

Part 4- COMPLETION

4.0 - Clean up

4.1 Contractor shall endeavor to maintain the shop and storage area in a neat and orderly manner at all times. Contractor shall not allow shipping containers, boxes or other debris arising from the handling or installing of the equipment to become unsightly, and shall remove said debris from the job site on a regular basis.

4.2 - Upon the completion of the installation of the irrigation on each hole, Contractor shall inspect said hole in respect to the cleanup of any and all residual materials, shipping containers, boxes and any organic or inorganic debris resulting from the trenching and installation process.

- 4.3** - Upon completion of the installation of the entire project, Contractor shall remove any and all materials, equipment, trash and other items either pertinent or incidental to the irrigation system, and leave the entire work areas in a condition equal to or better than its condition prior to the commencement of the work.

5.0- Testing & Completion

- 5.1-** Testing of the irrigation system will be made in two (2) separate phases;

.1- Testing the system for hydraulic integrity, i.e., leakage. All lines shall be fully pressured for a minimum of 24 hours prior to usage. Any leaks determined at this point shall be repaired and the system re-tested.

.2- Testing of the controller and sprinklers for proper function and order. This testing will be done on a station by station basis. Owner shall be notified 24 hours in advance of this test.

- 5.2-** Once the work in Section 5.1 has been completed, including the compaction and grading of all trenches, Contractor shall contact Owner & Consultant (48 hours notice) for final inspection. All punch list items, if any, resulting from the final inspection, shall be emailed to the Contractor within 24 hours.

- 5.3-** Upon completion of the final inspection and punch list, the Owner will issue a Certificate of Completion to the Contractor, at which time the warranty period will begin. Owner will assume responsibility for maintenance of the work, but Contractor shall have a technician thoroughly familiar with the system available on four (4) hours notice for the first thirty (30) calendar days after the issuance of the Certificate of Completion for the purpose of correcting immediately any failures in the system. Thereafter, Contractor shall have a technician available as per the warranty (Section 6).

6.0 Warranty

- 6.1-** Contractor warrants the irrigation system to be free of defects in materials and workmanship for a period of one (1) year from the date of completion. Contractor will, upon notice from the Owner, effect any required repairs within 24 hours.

- 6.2-** If Contractor fails to effect any necessary repairs within 24 hours of notice, Owner may, at its discretion, proceed to make the necessary repairs. Should Owner elect to make said repairs, Contractor shall reimburse Owner for the cost of said repairs.

END

PUMP STATION PARAMETERS

General

UL Listed Pump Station complete with monolithic skid, sch40 steel manifolds, isolation valves, vertical turbine pumps/motors, check valves and discharge flow meter. Standard MPC controls with single VFD drive and alternating contactors so each main motor may run XL or VFD. Built under ISO9001:2008 certification.

Performance requirements

- 1,800 gallons per minute, #1
- 1,000 gallons per minute, #2
- 120 psi discharge pressure both
- 2 pumps and motors each
- 1 Maintenance pump each

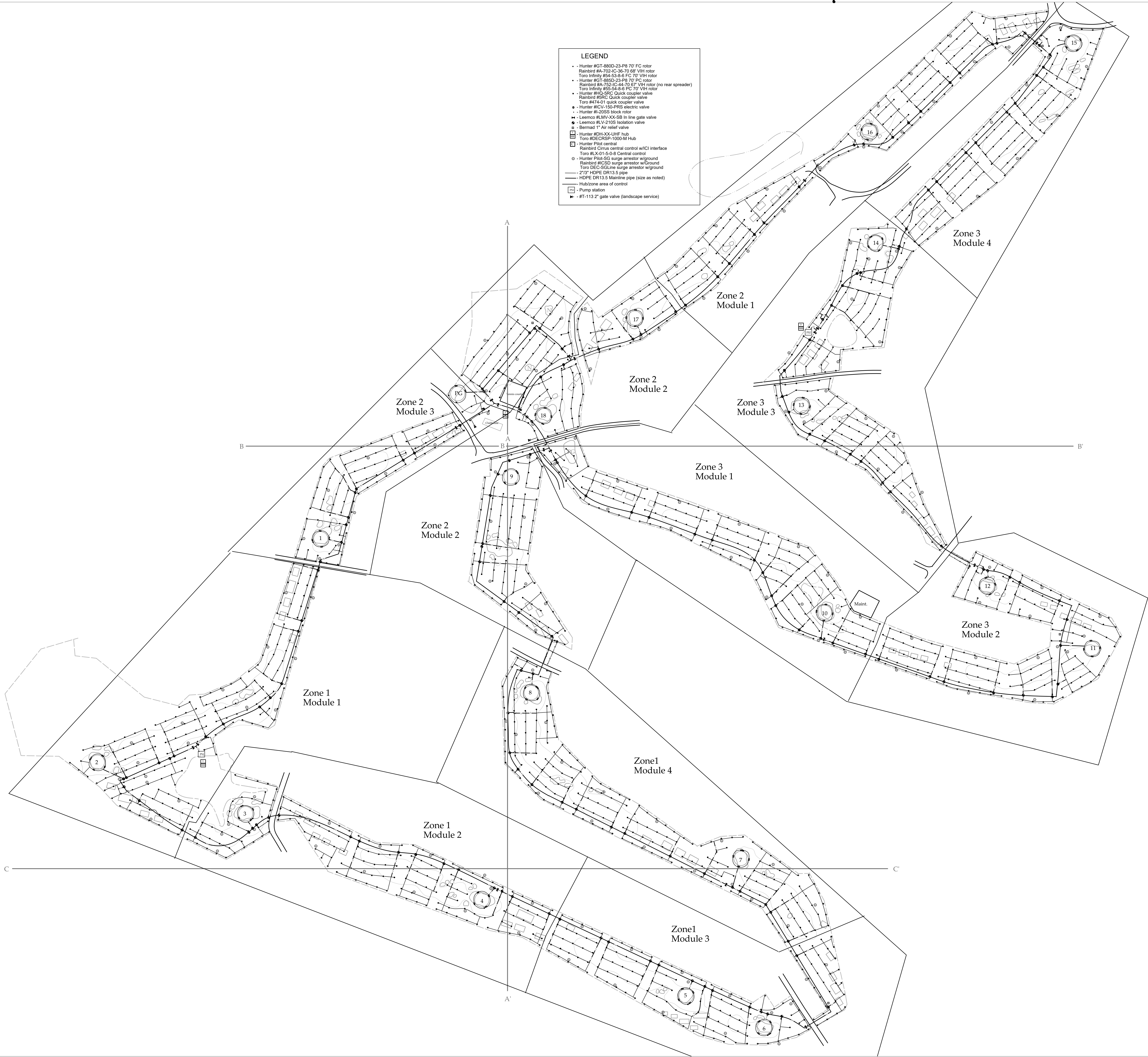
Station type

- Vertical turbine
- 460-3-60 power supply
- Steel enclosure w/access doors

MPC Standard Controls

- UL 508a Listed Control Panel
- Short Circuit Current Rating 100 ka
- NEMA 3R Enclosure w/3 Point Latch
- UL Listed heat exchanger
- xxx amp Main Fused Disconnect
- Type 1 Surge Protection w/status indicators
- Incoming Line Phase Monitor w/primary
- fusing
- Danfoss 75HP Aqua Drive w/high speed
- JKS fuse protection
 - 3 ½% DC Input Link Reactor
- Class J fuses/block per contactor
- AB Interlocked Contactors w/1 AB SS OL
- per motor
- AB Compactlogix PLC Platform
- AB 10" Panelview +6 Color HMI
- AB 5 Port Ethernet Switches
- AB DC Power Supply
- AB "Full Size" 30 mm N4 Door Devices
 - Green Illuminated Switch per pump
 - System Switches: System Control, Low Discharge, VSD Bypass, PLC Bypass, Speed Pot and Red Illuminated Fault Push Button

- -
 - w/primary/secondary fusing
 -
 -
 -
 -
 -
 -
 -
 - restart
 -
 -
 -
 - protection
 -
 -
 -
 - least run time
 -
 - line fill
 -
- GFCI Outlet
 - Control Power Transformer
 - Flow Signal Input: Pulse
 - Transducer Lake Level Controls
 - Fertigation Relay
 - Safeties:
 - Low level shutdown
 - Low discharge pressure shutdown
 - High discharge pressure shutdown w/auto
 - VSD fault with auto restart
 - Solid State Overload shutdown per motor
 - Phase Failure, Imbalance and low voltage
 - Operation Features
 - Lamp Test Function
 - Automatic alternation of pumps based on
 - Intelligent Slow Ramp feature for automatic
 - VFD Bypass



SCALE: 1"= 200'

DATE: 11-29-23

REVISED:



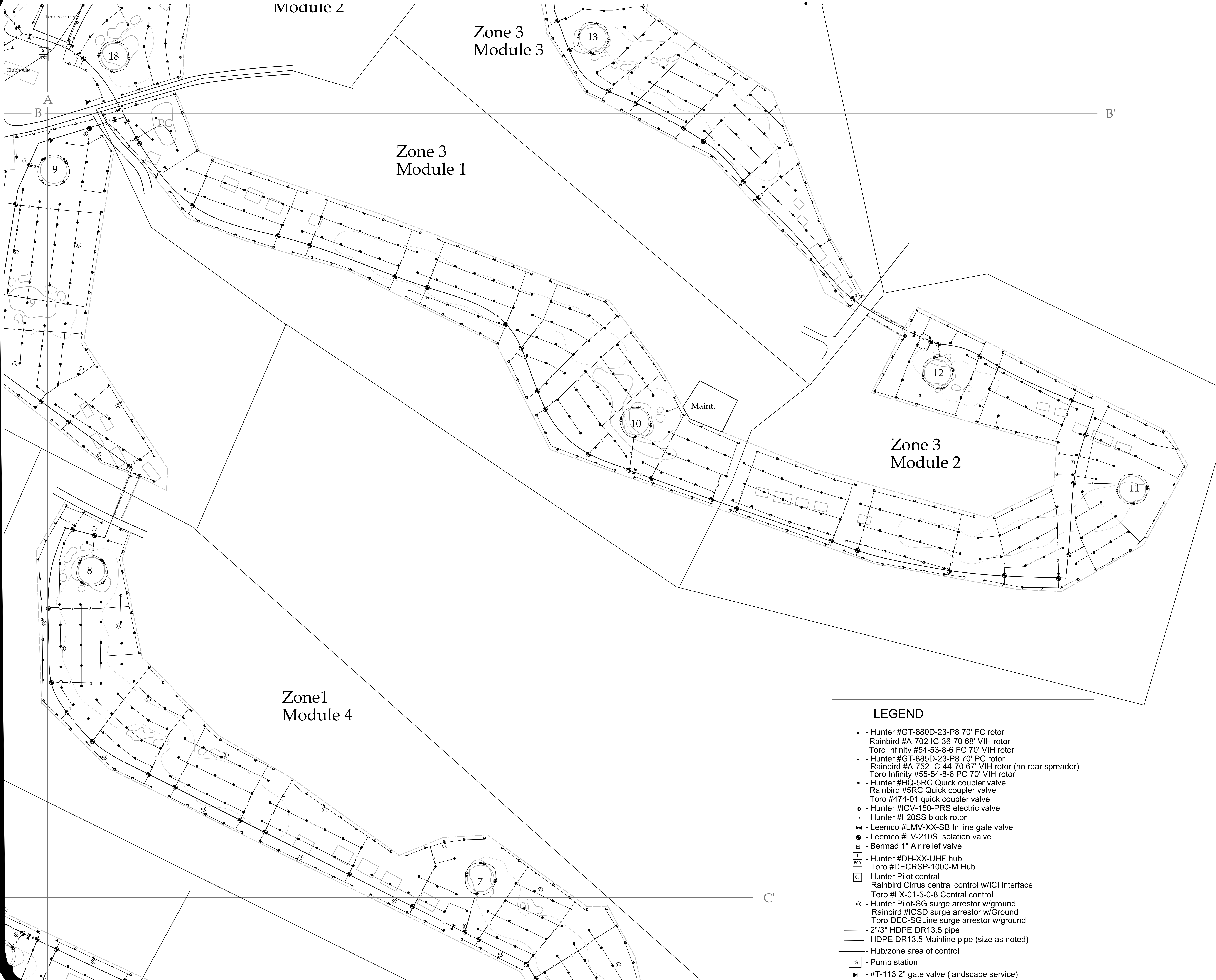
4260 CR 324
Navasota, TX 77868
(832) 725-3214
leshilltx@gmail.com
TX LI#285



IRRIGATION PLAN
Overall

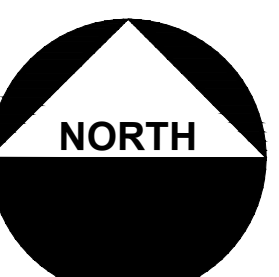
Lago Vista GC
Lago Vista, TX

200

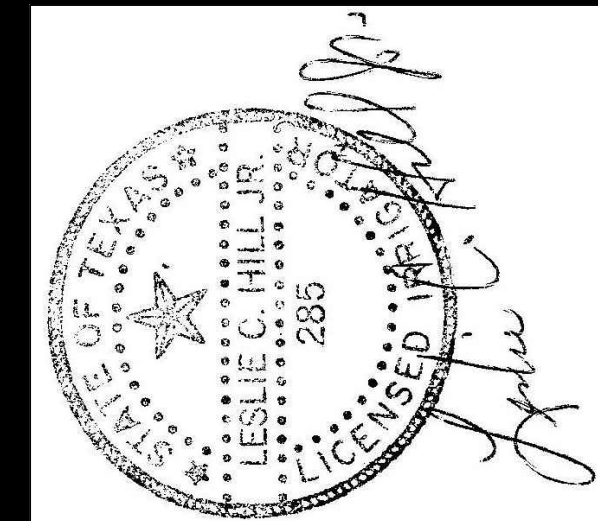


LEGEND

- Hunter #GT-880D-23-P8 70' FC rotor
Rainbird #A-702-IC-36-70 68' VIH rotor
Toro Infinity #54-53-8-6 FC 70' VIH rotor
- Hunter #GT-885D-23-P8 70' PC rotor
Rainbird #A-752-IC-44-70 67' VIH rotor (no rear spreader)
Toro Infinity #55-54-8-6 FC 70' VIH rotor
- Hunter #HQ-5RC Quick coupler valve
Rainbird #5RC Quick coupler valve
Toro #474-01 quick coupler valve
- ⊙ - Hunter #ICV-150-PRS electric valve
- - Hunter #I-20SS block rotor
- ▶ - Leemco #LMV-XX-SB In line gate valve
- ⊙ - Leemco #LV-210S Isolation valve
- ⊠ - Bermad 1" Air relief valve
- 1/500 - Hunter #DH-XX-UHF hub
Toro #DECRSP-1000-M Hub
- ⊠ - Hunter Pilot central
Rainbird Cirrus central control w/ICI interface
Toro #LX-01-5-0-8 Central control
- ⊙ - Hunter Pilot-SG surge arrestor w/ground
Rainbird #ICSD surge arrestor w/ground
Toro DEC-SGLine surge arrestor w/ground
- 2 1/3" HDPE DR13.5 pipe
- HDPE DR13.5 Mainline pipe (size as noted)
- Hub/zone area of control
- PS1 - Pump station
- ▶ - #T-113 2" gate valve (landscape service)



SCALE: 1"= 200'
DATE: 11-29-23
REVISED:



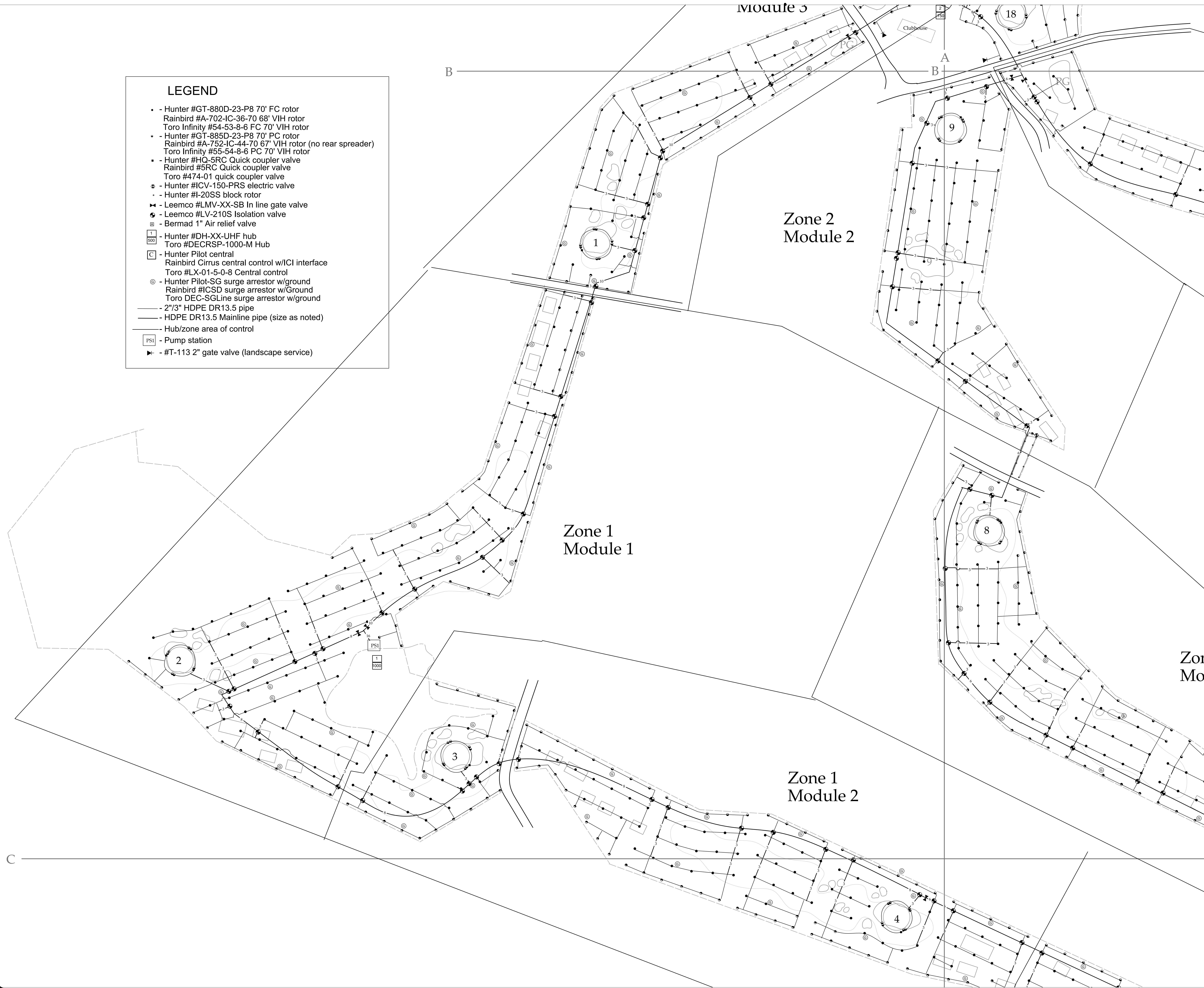
4260 CR 324
Navasota, TX 77868
(832) 725-3214
leshilltx@gmail.com
TX LI#285



IRRIGATION PLAN
Mechanical

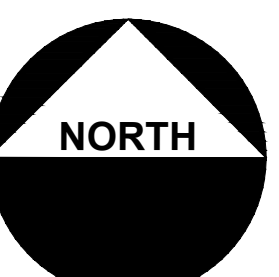
Lago Vista GC
Lago Vista, TX

M-2



LEGEND

- Hunter #GT-880D-23-P8 70' FC rotor
- Rainbird #A-702-IC-36-70 68' VIH rotor
- Toro Infinity #54-53-8-6 FC 70' VIH rotor
- Hunter #GT-885D-23-P8 70' PC rotor
- Rainbird #A-752-IC-44-70 67' VIH rotor (no rear spreader)
- Toro Infinity #55-54-8-6 PC 70' VIH rotor
- Hunter #HQ-5RC Quick coupler valve
- Rainbird #5RC Quick coupler valve
- Toro #474-01 quick coupler valve
- Hunter #ICV-150-PRS electric valve
- Hunter #I-20SS block rotor
- ▶ - Leemco #LMV-XX-SB In line gate valve
- ⊗ - Leemco #LV-210S Isolation valve
- ⊞ - Bermad 1" Air relief valve
- 1/500 - Hunter #DH-XX-UHF hub
- Toro #DECRSP-1000-M Hub
- ⊞ - Hunter Pilot central
- Rainbird Cirrus central control w/ICI interface
- Toro #LX-01-5-0-8 Central control
- ⊗ - Hunter Pilot-SG surge arrestor w/ground
- Rainbird #ICSD surge arrestor w/ground
- Toro DEC-SGLine surge arrestor w/ground
- 2 1/3" HDPE DR13.5 pipe
- HDPE DR13.5 Mainline pipe (size as noted)
- Hub/zone area of control
- PS1 - Pump station
- ▶ - #T-113 2" gate valve (landscape service)

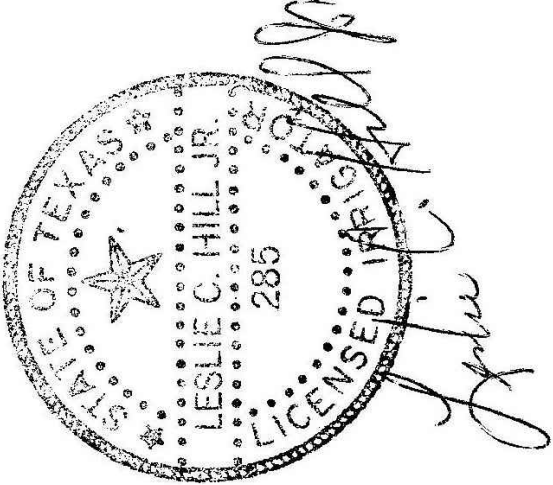


NORTH

SCALE: 1"= 200'

DATE: 11-29-23

REVISED:





4260 CR 324

Navasota, TX 77868

(832) 725-3214

leshilltx@gmail.com

TX LI#285



LES HILL

IRRIGATION

CONSULTANT

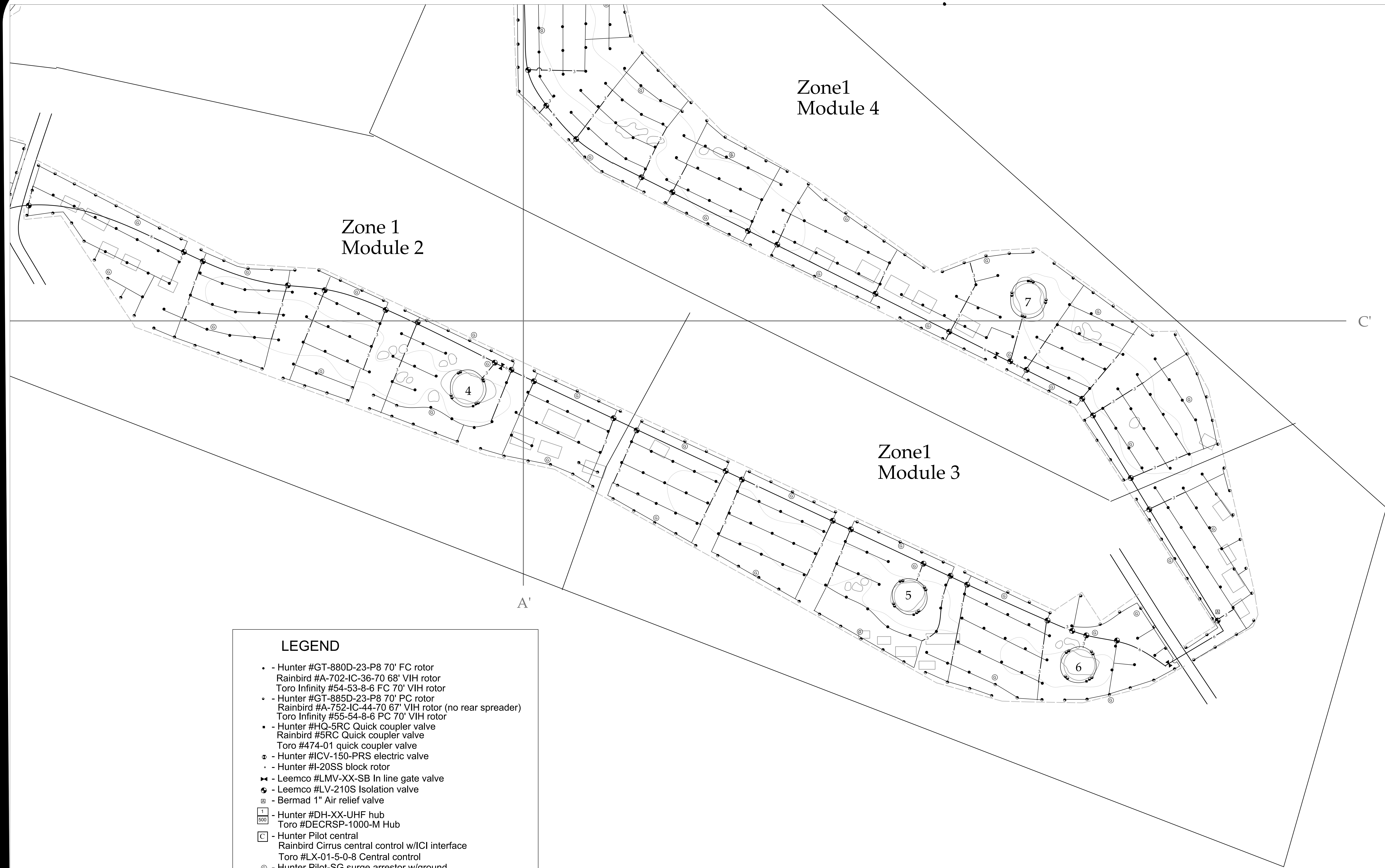
IRRIGATION PLAN

Mechanical

Lago Vista GC

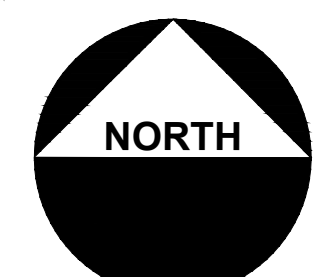
Lago Vista, TX

M-3

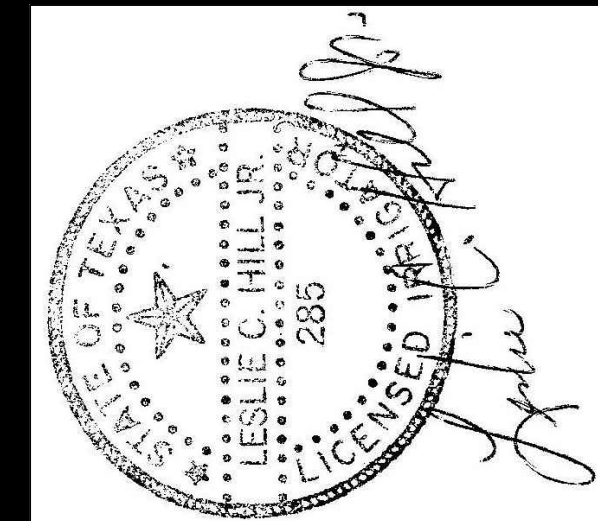


LEGEND

- Hunter #GT-880D-23-P8 70' FC rotor
- Rainbird #A-702-IC-36-70 68' VIH rotor
- Toro Infinity #54-53-8-6 FC 70' VIH rotor
- Hunter #GT-885D-23-P8 70' PC rotor
- Rainbird #A-752-IC-44-70 67' VIH rotor (no rear spreader)
- Toro Infinity #55-54-8-6 PC 70' VIH rotor
- Hunter #HQ-5RC Quick coupler valve
- Rainbird #5RC Quick coupler valve
- Toro #474-01 quick coupler valve
- ⊗ - Hunter #ICV-150-PRS electric valve
- Hunter #I-20SS block rotor
- ⌵ - Leemco #LMV-XX-SB In line gate valve
- ⊙ - Leemco #LV-210S Isolation valve
- ⊠ - Bermad 1" Air relief valve
- 1/500 - Hunter #DH-XX-UHF hub
- Toro #DECRSP-1000-M Hub
- C - Hunter Pilot central
- Rainbird Cirrus central control w/ICI interface
- Toro #LX-01-5-0-8 Central control
- ⊙ - Hunter Pilot-SG surge arrestor w/ground
- Rainbird #CSD surge arrestor w/ground
- Toro DEC-SGLine surge arrestor w/ground
- - 2"/3" HDPE DR13.5 pipe
- - HDPE DR13.5 Mainline pipe (size as noted)
- - Hub/zone area of control
- PS1 - Pump station
- - #T-113 2" gate valve (landscape service)



SCALE: 1"= 200'
DATE: 11-29-23
REVISED:



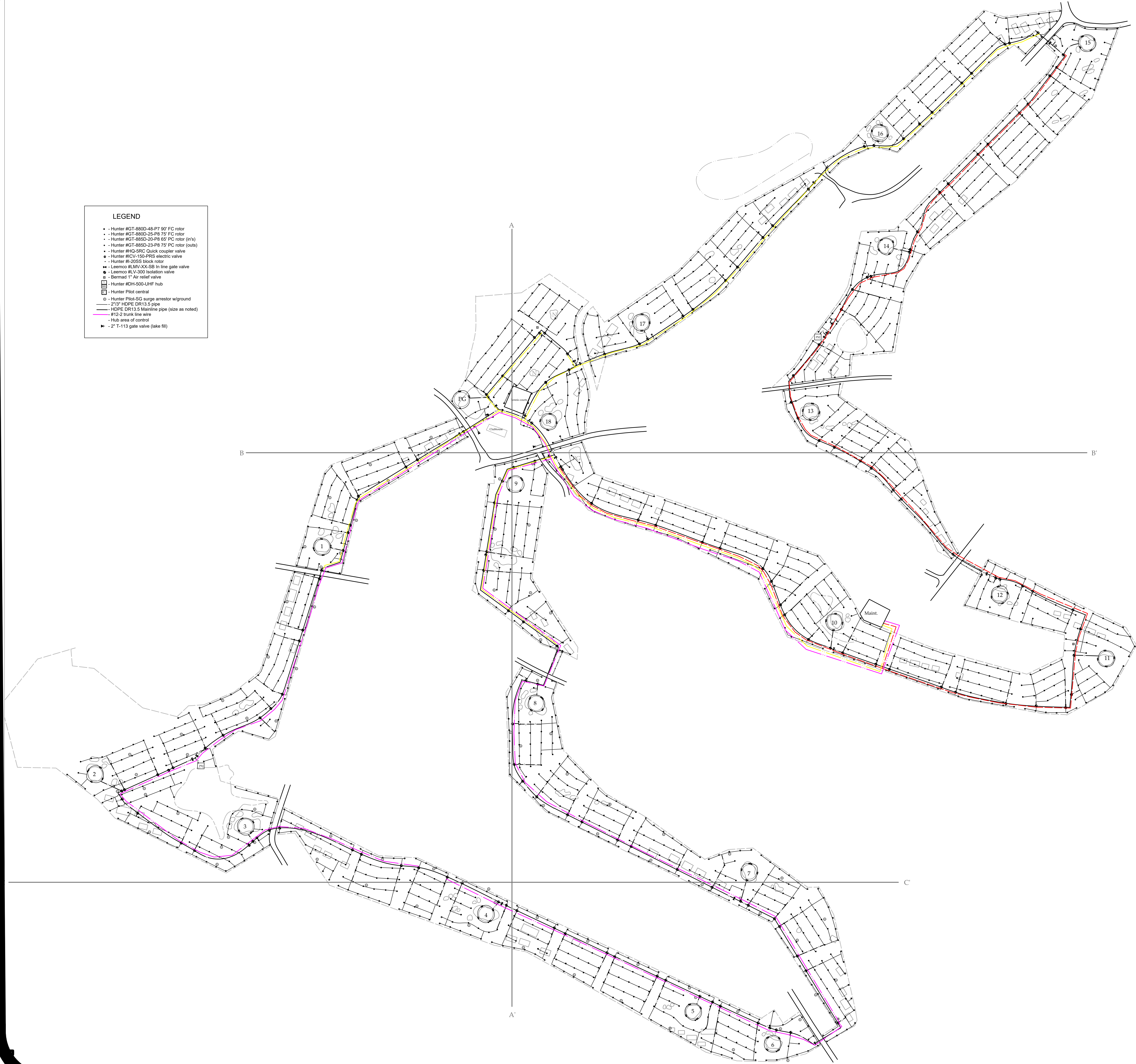
4260 CR 324
Navasota, TX 77868
(832) 725-3214
leshilltx@gmail.com
TX LI#285



IRRIGATION PLAN
Mechanical

Lago Vista GC
Lago Vista, TX

M-4



LEGEND

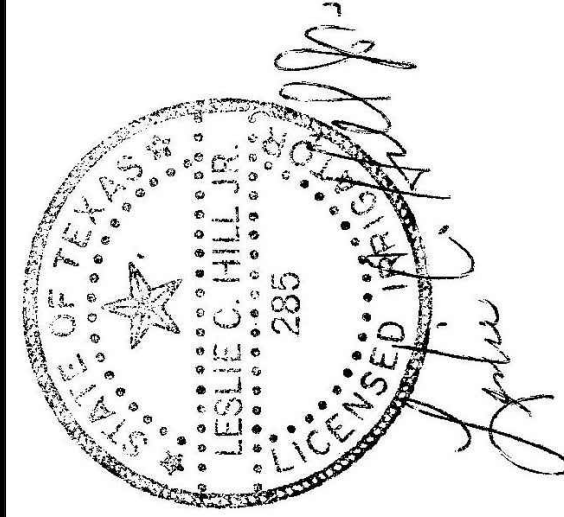
- Hunter #GT-880D-48-P7 90° FC rotor
- Hunter #GT-880D-25-P8 75° FC rotor
- Hunter #GT-880D-20-P8 65° FC rotor (in/s)
- Hunter #GT-880D-20-P8 75° PC rotor (out/s)
- Hunter #HQ-5RC Quick coupler valve
- Hunter #CV-150-PRS electric valve
- Hunter #20SS back rotor
- Leemco #LMV-XX-SB in line gate valve
- Leemco #LV-300 isolation valve
- Bernad 1" Air relief valve
- Hunter #DH-500-UHF hub
- Hunter Pilot central
- Hunter Pilot-SG surge arrestor w/ground
- 21" HDPE DR13.5 pipe
- HDPE DR13.5 Mainline pipe (size as noted)
- #12-2 trunk line wire
- Hub area of control
- 2" T-113 gate valve (take fill)

NORTH

SCALE: 1"= 200'

DATE: 11-29-23

REVISED:



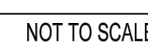
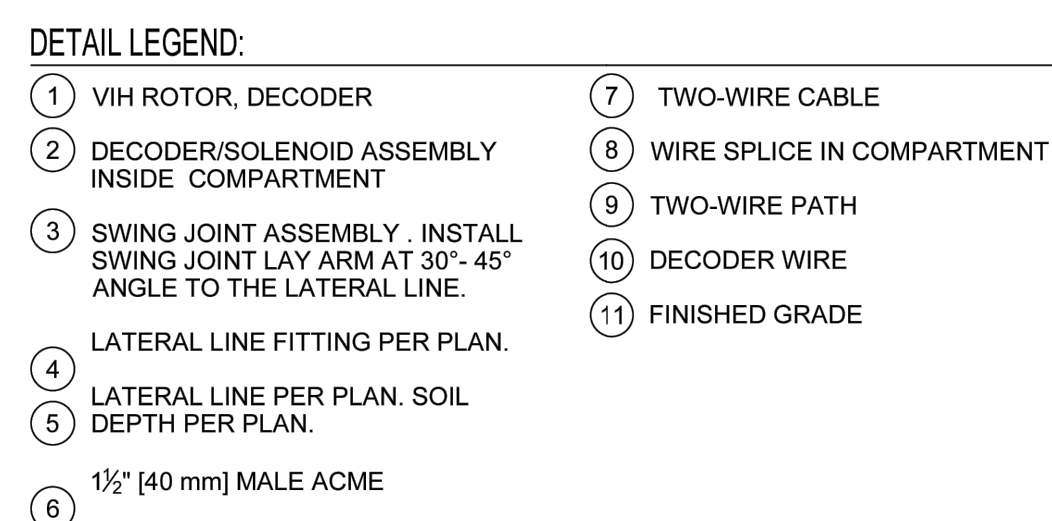
4260 CR 324
Navasota, TX 77868
(832) 725-3214
leshiltx@gmail.com
TX LI#285



IRRIGATION PLAN
Rainbird wiring

Lago Vista GC
Lago Vista, TX

RB



1. All installation shall be in strict accordance with City of Lago Vista, TCEQ and all additional Federal, state and local authorities.
2. All main line fittings shall be HDPE DR11.
3. All sub main fittings shall be HDPE DR 11.
4. All main line piping shall be HDPE DR 13.5.
5. All sub main piping shall be HDPE DR 13.5.
6. Piping is diagrammatic. Contractor shall use best routing in field except that under no circumstances shall Contractor have more than 3 heads on a dead end run unless specifically shown on the plans.
7. All main line piping shall have a minimum of 24" cover.
8. All sub main piping shall have a minimum of 18" cover.
9. All wire connections not at a rotor or controller shall be placed in a 10" round (24v) or 12" rectangular (120v) valve box marked 'electric'.
10. All components shall be installed in strict accordance with manufacturer's specifications..
11. All 120v wiring shall be Tray wire, NEC UF approved. Wiring shall be THWN of the size indicated on the plans. All 120v wiring shall be installed by a licensed electrician.
12. All 24v 2 wire shall be as required by the manufacturer.
13. All surge protection devices shall be installed in a separate 10" round valve box. and valve box shall have a cover with a color different from the isolation valves.
13. ALL COMPONENTS SHALL BE MARKED IN PURPLE FOR RECLAIMED WATER. THIS INCLUDES PIPE, VALVE BOXES, HEADS AND QUICK COUPLING VALVES.

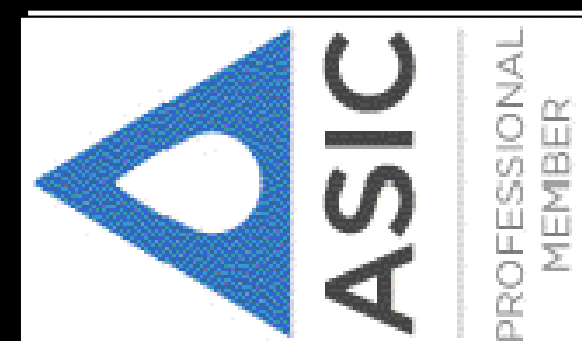
1. All separate module trunk lines from each hub shall be a separate color.
2. All sub main lines shall be the same color throughout the course.
3. All wire connections not at a rotor shall be in a separate 6" valve box with a top color other than that of the valves.
4. All 3 way connections on the trunk lines shall have the Paige #270RC3 re-enterable connectors.

#1-
460v 3 phase
3- 60 hp motors and 1-5 hp maintenance pump
Maximum performance-
1,800 gpm @ 120 psi

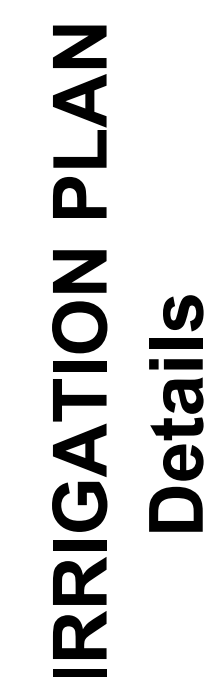
#2-
460v 3 phase
2- 50 hp motors and 1-5 hp maintenance pump
Maximum performance-
1,000 gpm @ 120 psi

Overall system maximum performance-
2,800 gpm @ 120 psi

1. Greens & tees- Maximum 5 heads per loop.
2. Fairways- Maximum 8 heads per loop.
3. Hubs- Maximum 40 heads per hub.
4. Overall- Maximum 110 heads total.
5. Precipitation rate is 0.54"/hr.
6. Water window golf course- 3.5 hours
6. Total effluent discharge (20 hr)- 3,300,000 gallons



LES HILL
IRRIGATION
CONSULTANT



Lago Vista GC

D-1



April 9, 2024

CITY OF LAGO VISTA GOLF COURSE IRRIGATION SYSTEM
RFP #24-07

ADDENDUM #1

The following are changes and clarifications to the original RFP.

1. The start date for the project will be February 1, 2025.
2. The completion date for the project will be as negotiated by the City and the successful bidder.
3. This is a rock job and bidder should bid accordingly. There will be no additional payment for rock trenching.
4. There was an error on the plans. There are no quick couplers shown on the back nine. Each green will have a quick coupler for a total of 19 on the project.
5. Sheets M-1 to M-4 are at 1:100 scale.
6. The wet well and slab for the pump station are by Owner. Bid only the pump stations and their installation and hook up.



4260 CR 324
Navasota, TX 77868

(832) 725-3214
leshilltx@gmail.com



April 19, 2024

CITY OF LAGO VISTA GOLF COURSE IRRIGATION SYSTEM
RFP #24-07

ADDENDUM #2

The following are changes and clarifications to the original RFP.

1. The bid due date has changed from 4/24/24 to WEDNESDAY, MAY 1, 2024 AT 3:00 PM CST.



4260 CR 324
Navasota, TX 77868

(832) 725-3214
leshilltx@gmail.com



May 1, 2024

City of Lago Vista
5803 Thunderbird Street
Lago Vista, TX 78645

Re: RFP no. 24-07 City of Lago Vista Golf Course Irrigation System

To Whom it May Concern,

Duinick is grateful for the opportunity to submit our proposal to the City of Lago Vista for its upcoming irrigation project. Attached we have provided the bid package complete with all items requested.

Duinick will manage this project at the project management level, but has subcontracted 100% of this project to VM Golf Services. At the project management level, we will set up and attend weekly meetings with the construction team and work closely alongside our partner, VM Golf Services, throughout the duration of this project. All references attached are references for VM Golf Services and work they have previously done.

Thank you for your consideration of our proposal. If you have any questions, do not hesitate to contact me at 703-483-5141 or by email at morgan.duinick@duinick.com.

Sincerely,

Morgan Duinick

Morgan Duinick, Estimator
Duinick Golf

<u>RESPONSES SHALL BE DELIVERED SEALED TO:</u> CITY OF LAGO VISTA City of Lago Vista 5803. Thunderbird Lago Vista, Texas 78645 Or Online via BidNetDirect: http://www.bidnetdirect.com/texas/lagovista	<u>Or RESPONSES SHALL BE MAILED TO:</u> CITY OF LAGO VISTA City of Lago Vista P.O. Box 4727 Lago Vista, Texas 78645
PRE-SUBMITTAL CONFERENCE WILL BE HELD VIA GoToMeeting : N/A	NAME AND ADDRESS OF COMPANY SUBMITTING PROPOSALS: Duininck Inc. (DBA Duininck Golf) 408 6th Street Prinsburg MN 56281
FOR ADDITIONAL INFORMATION REGARDING THIS RFP PLEASE CONTACT: Sean Vance, Golf Course Superintendent Sean.Vance@lagovistatexas.gov	Contact Person: <u>Judd Duininck</u> Title: <u>Vice President</u> Phone: () <u>800-328-8949</u> Fax: () <u> </u>
RETURN THIS COVER SHEET AS INTENT RESPONSE TO: Tracie Hlavinka City Manager City of Lago Vista 5803 Thunderbird Street Lago Vista, Texas 78645	Email: <u>judd@duininck.com</u> Signature:  Printed Name: <u>Judd Duininck, Vice President</u>

Attachment "A"

**OFFICIAL PROPOSAL FORM and CERTIFICATION
FOR THE CITY OF LAGO VISTA, TEXAS**

This certification must be submitted with the proposal.

Honorable Mayor and City Council Members:

The undersigned hereby proposes to furnish and deliver FOB destination point as listed on a future Purchase Order or Notice of Award.

To furnish all materials and labor in accordance with the scope of work described in the Proposal for the specified lump sum, subject to all conditions shown therein and the City's Specifications and General Terms and Condition Specifications. When issued, Letters of Clarification shall automatically become part of this Proposal document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the Proposer to ensure that it has obtained such letters. By submitting a Proposal on this project, Proposer shall be deemed to have received all Letters of Clarification and to have incorporated them into its Proposal.

The City may accept this Proposal offer by issuance of a Notice of Award Letter and/or a Purchase Order covering award of said Proposal to this Proposer at any time on or before the 120th day following the day this Official Proposal Form is opened by the City. This offer shall be irrevocable for 120 days after Proposal opening, or for 90 days after City Council awards the Proposal, whichever comes last, but this period may be extended by written agreement of the parties.

THIS PROPOSER IS AND REPRESENTS THAT IT IS AN EQUAL OPPORTUNITY EMPLOYER

The undersigned hereby offers to furnish and deliver the materials and/or services as specified at the prices and terms herein stated and in accordance with the Request for Proposal, Clarification Letters, and any General Terms and Condition Specifications that they City might have issued in connection with this solicitation, all of which are made a part of this offer.

All pages of The City of Lago Vista's form, including but not limited to the General Terms and Conditions, Specifications and page one of this Proposal invitation are incorporated by reference into this Proposal for all purposes.

**NOTICE TO ALL NEW CONTRACTORS WHO HAVE NOT
CONDUCTED BUSINESS WITH THE CITY OF LAGO VISTA**

FEDERAL FORM W9 REQUIREMENT:

The "Request for Taxpayer Identification Number and Certification" Federal Form W-9 should be filled out and returned with your proposal. This form is available from any Federal Office or from The City of Lago Vista Finance Office and has not been included as part of this Proposal package. The form should be mailed to The City of Lago Vista, 5803 Thunderbird, Lago Vista, TX 78645.

This form is **REQUIRED** to be on file **BEFORE** we can conduct any business with any Contractor. Submitting this form will assist us in setting your company up as a certified Contractor of The City of Lago Vista.

PROPOSERS CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Request for Proposal. I also understand that if this proposal is accepted by The City of Lago Vista that all of the terms and conditions, specifications, and requirements submitted in my proposal and any additions, changes, or deletions made during negotiations will be made a part of this proposal under a binding contract between my company and The City of Lago Vista, Texas. I also certify that this proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

Corporation X (The Proposal MUST be signed by an Officer of the company)
Partnership (The Proposal MUST be signed by a General Partner)
Joint Venture (The Proposal MUST be signed by an Officer of the company)
Sole Proprietor (The Proposal MUST be signed by the Owner)

Is the company a small, minority, or woman-owned business enterprise?

MBE WBE SBE

Has the company been certified as a SMWBE by any governmental agency?

Yes No X

If yes, specify the governmental agency: _____

Date of certification: _____

LETTERS OF CLARIFICATION:

The Proposer acknowledges receipt of the following Letters of Clarification: (If you have not received any Letters of Clarification, then write NONE across the blanks). If you have received Letters of Clarification, then write beside the appropriate Letter of Clarification number the date received. ALL LETTERS OF CLARIFICATION RECEIVED SHOULD BE ATTACHED TO THE PROPOSAL.

LETTER OF CLARIFICATION # 1 none

LETTER OF CLARIFICATION # 2 none

LETTER OF CLARIFICATION # 3 none

COMPANY NAME: Duininck Inc.

COMPANY ADDRESS: 408 6th Street

CITY/STATE/ZIP: Prinsburg MN 56281

COMPANY REPRESENTATIVE

NAME: Judd Duininck

TELEPHONE #: 800-328-8949 FAX#: _____

EMAIL: judd@duininck.com

SIGNATURE: _____

DATE: 05/01/24 

Attachment "B"
HB 89 Form

Effective September 1, 2017, House Bill 89 Prohibition on Contracts with Companies Boycotting Israel states that a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a **written verification** from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

"Boycott Israel" is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

To Be Completed By Contractor:

"I, Judd Duininck (Name of certifying official), the Vice President
(title or position of certifying official) of Duininck Inc. (name of company),
does hereby verify on behalf of said company to the City that said company does not Boycott Israel
and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001)
during the term of this contract.



Signature of Certifying Official

Vice President

Title

05/01/24

Date

ATTACHMENT "D"
CITY OF LAGO VISTA
INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed By Insurance Agent/Broker and Responder

I, the undersigned Agent/Broker, reviewed the insurance requirement contained in this proposal document. If the Proposer shown below is awarded this contract by the City of Lago Vista, I will be able to, within fifteen (15) days of notification of such award, furnish a valid insurance certificate to the City of Lago Vista meeting all the insurance requirements in this proposal.

Insurance Coverage Reviewed: Workers Compensation, Employers Liability, General Liability, Automobile reviewed. Cyber and Tech E&O are NOT APPLICABLE

Agent's Name: Taylor Olson

Agency Name: WTW

Address: 8400 Normandale Lake Blvd Ste 1700

City / State / ZIP: Bloomington, MN 55437

Telephone No. () 952-806-2264 Fax No. () _____

Proposer's Name and Company: Judd Duininck, Duininck Inc.

RFP Number and Title: RFP No. 24-07 City of Lago Vista Golf Course Irrigation System

Insurance Agent / Broker Signature: Taylor Olson Digitally signed by Taylor Olson
DN: CN=Taylor Olson, E=Taylor.Olson@wtw.com
Reason: I am the author of this document
Location:
Date: 2024.05.01 09:52:56-05'00'
Foxit PDF Editor Version: 12.1.3 Date: 05/01/24

By submitting a proposal and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within fifteen days of notification of award.

If the above fifteen-day requirement is not met, the City of Lago Vista has the right to reject this proposal and award the contract to the next lowest proposer meeting specifications. If you have any questions concerning these requirements, please contact the City Manager (512) 267-1155.

Proposer's Signature:  Date: 05/01/24

ATTACHMENT "E"**DRUG-FREE WORKPLACE CERTIFICATION**

The Duininck Inc. (company name) will provide a Drug Free Workplace in compliance with the Drug Free Workplace Act of 1988. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited on the premise of the Duininck Inc. (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

The undersigned Contractor certifies it will provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Contractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the Contractor's policy statement;

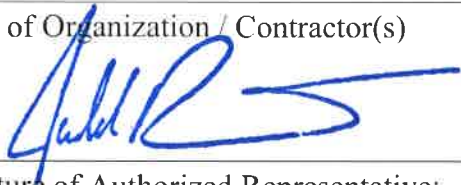
Notifying the employees in the Contractor's policy statement that as a condition of employment under this contract, employees shall abide by the terms of the policy statement and notifying the Contractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the City within ten (10) days of the Contractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Duininck Inc.

Name of Organization / Contractor(s)


Signature of Authorized Representative:

05/01/24

Date:

ATTACHMENT "F"

REFERENCE SHEET

Please Complete and Return This Form with the Response

The Contractor may furnish up to a maximum of three (3) references for projects of a similar size and scope, with the following information provided for each reference:

1. Client's Name ALAMO CITY GOLF TRAIL
Name of Contact Andrew Peterson
Title of Contact President
Email address andrew@satxgolf.com
Telephone Number 210-620-7156
Website URL _____

2. Client's Name Bentwater Yacht + Country Club
Name of Contact Brian Buckner
Title of Contact Supt.
Email address bbuckner@bentwaterclub.com
Telephone Number 713-851-0239
Website URL _____

3. Client's Name Midway Companies
Name of Contact Clayton Freels
Title of Contact V.P. Investment / Development
Email address cfreels@midway.team
Telephone Number 713-629-5200
Website URL _____

ATTACHMENT “H”

PROPOSAL FORM

**PROPOSAL FORM
GOLF COURSE IRRIGATION SYSTEM**

**LAGO VISTA GOLF COURSE
LAGO VISTA, TX**

PROPOSAL BY
COMPANY NAME Duininck Inc. (DBA Duininck Golf) DATE 5/1/2024

ADDRESS 408 6th Street Prinsburg, MN 56281

TELEPHONE 800-328-8949 EMAIL judd@duininck.com, morgan.duininck@duininck.com

The above-named Bidder, hereinafter referred to as the “Contractor” hereby agrees to furnish all materials, labor, equipment and incidentals required for the installation of the irrigation system for the above-mentioned golf course in accordance to the Plans, Specifications and amendments to same as provided by the Irrigation Consultant.

The Contractor agrees and acknowledges that the lump sum bid and any and all unit prices include all costs including taxes for the completion of the work, whether direct or incidental.

Contractor agrees to be bound to the General Conditions as defined in the AIA A201-2017 General Conditions document.

Contractor further agrees that Contractor shall complete the work within the Contract Time and that Contractor will pay such Liquidated Damages as provided in the General Conditions should Contractor exceed said Contract Time.

Contractor affirms that the company has been in the golf course irrigation business for a minimum of five years and that the company has completed a minimum of three complete new irrigation systems on golf courses, at least one of which was with HDPE piping, both main lines and sub mains.

Contractor acknowledges the receipt of the following addenda-

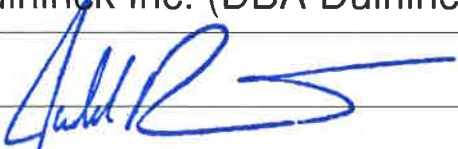
#1 Misc. Items Date 04-05-2024

#2 Bid Date Change Date 04-19-2024

ATTACHMENT "I"**QUALIFICATIONS FORM**

Bidder hereby certifies that bidder's company has been in the golf course irrigation business for a minimum of five years and has an irrigation crew which is primarily dedicated to golf course irrigation projects-

Duininck Inc. (DBA Duininck Golf) _____ Company

 _____ Signature

Bidder certifies that bidder's company has completed at least three 18 hole golf course irrigation systems in the last 5 years.

List of projects completed-

Project	Year completed
1. <u>Bentwater Yacht & Country Club</u>	<u>2023</u>
2. <u>Lakeside Country Club</u>	<u>2023</u>
3. <u>Illini Country Club</u>	<u>2023</u>

Bidder certifies that bidder's installation crew is certified to install HDPE pipe. Include last certification date and certifier.

Date of last certification- 04-24-24

Certifier- Ewing

ATTACHMENT "J"

BID SHEET

Base Bid:

HUNTER

The lump sum price for the work is:

four million seven hundred thirteen thousand five hundred and ninety dollars

Dollars \$ 4,713,590.00

RAINBIRD

four million seven hundred thirteen thousand two hundred and ten dollars

Dollars \$ 4,713,210.00

TORO

four million eight hundred forty nine thousand six hundred and eighteen dollars

Dollars \$ 4,849,618.00

BIDDER



DATE 05/01/24

Bidder hereby affirms that bidder can begin construction on the date provided above.

If bidder cannot start on the proposed date, provide Bidder's proposed start date-

ATTACHMENT “K”

UNIT PRICE FORM

The following unit prices shall be a part of the bid proposal and shall be used for any additions or deletions from the work. They shall not be used in determining the total bid price. Unit prices shall include all costs for performing the work including, but not limited to, materials, labor, equipment, incidentals, overhead, taxes and profit. Each unit price shall include the costs for installing the entire component, i.e., sprinkler heads shall include the cost of the head, fittings, swing joints, wire connectors and any other miscellaneous costs.

<u>ITEM</u>	<u>UNIT PRICE</u>
2” HDPE DR 13.5 PIPE	\$ <u>1.60</u> /LF
3” HDPE DR 13.5 PIPE	\$ <u>3.35</u> /LF
4” HDPE DR 13.5 PIPE	\$ <u>5.85</u> /LF
6” HDPE DR 13.5 PIPE	\$ <u>11.75</u> /LF
8” HDPE DR 13.5 PIPE	\$ <u>19.60</u> /LF
10” HDPE DR 13.5 PIPE	\$ <u>30.80</u> /LF
12” HDPE DR 13.5 PIPE	\$ <u>53.75</u> /LF
16” HDPE DR 13.5 PIPE	\$ <u>84.25</u> /LF
LEEMCO #LV-210S 2” LATERAL VALVE, COMPLETE W/ SERVICE TEE & VALVE BOX	\$ <u>672.00</u> /EA
LEEMCO LMV-BB GATE VALVE 4”, COMPLETE W/ VALVE BOX	\$ <u>1,510.00</u> /EA
LEEMCO LMV-BB GATE VALVE 6”, COMPLETE W/ VALVE BOX	\$ <u>1,900.00</u> /EA
LEEMCO LMV-BB GATE VALVE 8”, COMPLETE W/ VALVE BOX	\$ <u>2,350.00</u> /EA
LEEMCO LMV-BB GATE VALVE 10”, COMPLETE W/ VALVE BOX	\$ <u>3,585.00</u> /EA
BERMAD #IR-C30-DN-25 1” #14UF 24V 2 WIRE W/JACKET	\$ <u>670.00</u> /LF

HUNTER#G880D HUNTER ROTOR, COMPLETE W/SWING
JOINT & FITTING\$ 670.00 /EA#G885D HUNTER ROTOR, COMPLETE W/SWING
JOINT & FITTING\$ 725.00 /EA#HQ5RC HUNTER QCV, COMPLETE W/SWING
JOINT, FITTING & VALVE BOX\$ 335.00 /EA**RAINBIRD**#A900-IC RAINBIRD ROTOR, COMPLETE W/SWING
JOINT & FITTING\$ 700.00 /EA#A952-IC RAINBIRD ROTOR, COMPLETE W/SWING
JOINT & FITTING\$ 755.00 /EA#5RC RAINBIRD QCV, COMPLETE W/SWING
JOINT, FITTING & VALVE BOX\$ 335.00 /EA**TORO**#INF54 TORO ROTOR, COMPLETE W/SWING
JOINT & FITTING\$ 700.00 /EA#INF55 TORO ROTOR, COMPLETE W/SWING
JOINT & FITTING\$ 755.00 /EA#474-01 TORO QCV, COMPLETE W/SWING
JOINT, FITTING & VALVE BOX\$ 335.00 /EA

BIDDER



DATE

05/01/24

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Duininck, Inc., P.O. Box 208, Prinsburg, MN 56281,
hereinafter referred to as the Principal, and Western Surety Company, 151 N Franklin St, Chicago, IL 60606,
hereinafter referred to as the Surety, are held and firmly bond unto City of Lago Vista
5803 Thunderbird, Lago Vista TX 78645 hereinafter referred to as the Obligee, in the sum of
5% bid bond (\$ 242,481.00) for the payment of which
we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for:

Lago Vista GC Irrigation

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time
as may specified, enter into the contract in writing and give such bond or bonds as may be specified in the
bidding or contract documents with Surety acceptable to the Obligee; or if the Principal fails to do so, pay to the
Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this
bond, then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED:



Duininck, Inc.

(Principal)
By Judd Duininck (Seal)
Judd Duininck, Vice President

Western Surety Company

(Surety)
By Wes G. Wieberdink (Seal)
Wes G. Wieberdink, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Wes G Wieberdink, Myron Mulder, Individually

of Prinsburg, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of January, 2024.



WESTERN SURETY COMPANY

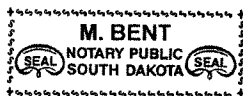
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 3rd day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this

day of



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Mid-America Golf and Landscape, Inc.

Email: chames@mid-america-golf.com

Website: www.mid-america-golf.com

RFP No. 24-07 City of Lago Vista Golf Course Irrigation System



Lago Vista
Lago Vista, Texas



CONTENTS



Introduction Letter	3
Attachment A – Additional Bid Documentation	5
Addendums	14
Proposal Form	16
Unit Price Form.....	19
Bid Bond	21
Certificate of Insurance.....	24
W-9.....	25
Schedule	26
Our Firm	27
Bios	30
Project History.....	34
GCBA Certificate	40

INTRO LETTER



May 1st, 2024

Sean Vance, Golf Course Superintendent & Tracie Hlavinka City Manager

City of Lago Vista
5803 Thunderbird Street
Lago Vista, Texas 78645

Les Hill Irrigation Consultant

4260 CR 324
Navasota, TX 77868

Re: RFP No. 24-07 City of Lago Vista Golf Course Irrigation System

Lady & Gentlemen;

We want to start out by thanking you for inviting us to bid the City of Lago Vista Golf Course Irrigation System project. We have identified this project as being necessary for maximizing maintenance capabilities and improving on the outstanding conditioning of the golf course.

We are familiar with the canvas and have performed successful projects of this scope and size. We are ready to steward the proper relationships with you for this work. Our specific intent in providing this proposal is one of a truly sincere interest in devoting our most valuable resources to this project and our belief is that we will be afforded the same opportunities as our competitors to meet the needs of the design team throughout the selection process.

In the following pages you will find our bid documents along with more detailed information on who we are and our capabilities in this hallowed industry. At a time of an unprecedented surge in the golf market, Mid America Golf & Landscape was started in 1993 as a golf course irrigation company to provide quality system installs, not only throughout the Midwest, but the country as a whole. Hard work and a commitment to our values have brought growth and opportunity each year since. In strong and weak markets alike, we continue to service clients who welcome our participation in creating or improving facilities across the country.

Our team will approach this irrigation system Installation at Lago Vista with unrivaled excitement and a commitment to executing each activity with precision. The entire experience of our firm will be evident in all activities from preparing this proposal to the final closeout. Every member of our team will become an extension of the ownership to the greatest extent needed to complete this work. Mid America Golf will be ready to assist the golf course superintendent and grounds crew in the acceptance of each work area completed. If selected, Mid-America Golf will make the success of this project our direct priority.

We encourage all decision makers to take the time and truly review our bios provided to see the seasoned team we offer. Because of our experiences, Mid America Golf recognizes the magnitude of this project and what it



means to the Club and carefully selected the team members capable of performing to Les Hill Irrigation Consultant standards and policing themselves through every phase.

Thanks again for the opportunity to present our package and if selected we pledge a commitment not surpassed by any and the efforts to forge a forever bond. We feel our pricing is reflective of the scope of services requested and comes with a genuine willingness to join the team for the common good of this project.

We hope that after further consideration you will find our plan of execution worthy of additional conversation. We stand ready to execute the proposed plan and/or assist in any value engineering solutions should the need arise. Mid America Golf is poised to deliver the greatest outcome possible for the Lago Vista so patrons of the facility can enjoy for years to come!

Sincerely,

Casey Hames
Mid America Golf and Landscape
1621 SE Summit Street
Lee's Summit MO 64081
816-527-6184

Attachment "A"

OFFICIAL PROPOSAL FORM and CERTIFICATION
FOR THE CITY OF LAGO VISTA, TEXAS

This certification must be submitted with the proposal.

Honorable Mayor and City Council Members:

The undersigned hereby proposes to furnish and deliver FOB destination point as listed on a future Purchase Order or Notice of Award.

To furnish all materials and labor in accordance with the scope of work described in the Proposal for the specified lump sum, subject to all conditions shown therein and the City's Specifications and General Terms and Condition Specifications. When issued, Letters of Clarification shall automatically become part of this Proposal document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the Proposer to ensure that it has obtained such letters. By submitting a Proposal on this project, Proposer shall be deemed to have received all Letters of Clarification and to have incorporated them into its Proposal.

The City may accept this Proposal offer by issuance of a Notice of Award Letter and/or a Purchase Order covering award of said Proposal to this Proposer at any time on or before the 120th day following the day this Official Proposal Form is opened by the City. This offer shall be irrevocable for 120 days after Proposal opening, or for 90 days after City Council awards the Proposal, whichever comes last, but this period may be extended by written agreement of the parties.

THIS PROPOSER IS AND REPRESENTS THAT IT IS AN EQUAL OPPORTUNITY EMPLOYER

The undersigned hereby offers to furnish and deliver the materials and/or services as specified at the prices and terms herein stated and in accordance with the Request for Proposal, Clarification Letters, and any General Terms and Condition Specifications that they City might have issued in connection with this solicitation, all of which are made a part of this offer.

All pages of The City of Lago Vista's form, including but not limited to the General Terms and Conditions, Specifications and page one of this Proposal invitation are incorporated by reference into this Proposal for all purposes.

**NOTICE TO ALL NEW CONTRACTORS WHO HAVE NOT
CONDUCTED BUSINESS WITH THE CITY OF LAGO VISTA**

FEDERAL FORM W9 REQUIREMENT:

The "Request for Taxpayer Identification Number and Certification" Federal Form W-9 should be filled out and returned with your proposal. This form is available from any Federal Office or from The City of Lago Vista Finance Office and has not been included as part of this Proposal package. The form should be mailed to The City of Lago Vista, 5803 Thunderbird, Lago Vista, TX 78645.

This form is **REQUIRED** to be on file **BEFORE** we can conduct any business with any Contractor. Submitting this form will assist us in setting your company up as a certified Contractor of The City of Lago Vista.

PROPOSERS CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Request for Proposal. I also understand that if this proposal is accepted by The City of Lago Vista that all of the terms and conditions, specifications, and requirements submitted in my proposal and any additions, changes, or deletions made during negotiations will be made a part of this proposal under a binding contract between my company and The City of Lago Vista, Texas. I also certify that this proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

Corporation X (The Proposal MUST be signed by an Officer of the company)

Partnership N/A (The Proposal MUST be signed by a General Partner)

Joint Venture N/A (The Proposal MUST be signed by an Officer of the company)

Sole Proprietor N/A (The Proposal MUST be signed by the Owner)

Is the company a small, minority, or woman-owned business enterprise?

MBE N/A WBE N/A SBE N/A

Has the company been certified as a SMWBE by any governmental agency?

Yes No X

If yes, specify the governmental agency: _____

Date of certification: _____

LETTERS OF CLARIFICATION:

The Proposer acknowledges receipt of the following Letters of Clarification: (If you have not received any Letters of Clarification, then write NONE across the blanks). If you have received Letters of Clarification, then write beside the appropriate Letter of Clarification number the date received. ALL LETTERS OF CLARIFICATION RECEIVED SHOULD BE ATTACHED TO THE PROPOSAL.

LETTER OF CLARIFICATION # 1 None

LETTER OF CLARIFICATION # 2 _____

LETTER OF CLARIFICATION # 3 _____

COMPANY NAME: Mid-America Golf & Landscape, Inc.

COMPANY ADDRESS: 1621 SE Summit St.

CITY/STATE/ZIP: Lee's Summit, MO 64081

COMPANY REPRESENTATIVE

NAME: Kirk Grego

TELEPHONE #: 816-524-0010 FAX#: 816-524-0150

EMAIL: estimating@mid-america-golf.com

SIGNATURE: 

DATE: 4/24/2024

Attachment "B"
HB 89 Form

Effective September 1, 2017, House Bill 89 Prohibition on Contracts with Companies Boycotting Israel states that a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a **written verification** from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

"Boycott Israel" is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

To Be Completed By Contractor:

"I, Kirk Grego (Name of certifying official), the President (title or position of certifying official) of Mid-America Golf & Landscape, Inc. (name of company), does hereby verify on behalf of said company to the City that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract.


Kirk Grego
Signature of Certifying Official

President
Title

4/24/2024
Date

ATTACHMENT “C”

CONFLICT OF INTEREST DISCLOSURE REQUIREMENT

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e., The City of Lago Vista) must disclose in the Questionnaire Form CIQ (“Questionnaire”) the person’s affiliation or business relationship that might cause a conflict of interest with the local governmental entity. Bylaw, the Questionnaire must be filed with the Lago Vista City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the City or submits an application or response to a Request for Proposals or bids, correspondence, or another writing related to a potential Contract with the City. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaire Form CIQ is enclosed with the submittal documents. The form is also available at **<http://www.ethics.state.tx.us/forms/CIQ.pdf>**.

Questions about compliance shall be directed to the Proposer’s legal counsel.

Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense Under Chapter 176 is a Class C misdemeanor

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

N/A

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor? N/A

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? N/A

☐ Yes

☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more? N/A

☐ Yes

☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

N/A

4

N/A

Signature of vendor doing business with the governmental entity

4/24/2024

Date

Adopted 8/7/2015

ATTACHMENT "D"

CITY OF LAGO VISTA

INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed By Insurance Agent/Broker and Responder

I, the undersigned Agent/Broker, reviewed the insurance requirement contained in this proposal document. If the Proposer shown below is awarded this contract by the City of Lago Vista, I will be able to, within fifteen (15) days of notification of such award, furnish a valid insurance certificate to the City of Lago Vista meeting all the insurance requirements in this proposal.

Insurance Coverage Reviewed: _____

Agent's Name: Robert Penniston

Agency Name: Lockton Companies

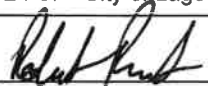
Address: 444 W. 47th Street, Suite 900

City / State / ZIP: Kansas City/MO/64112

Telephone No. () (816)960-9000 Fax No. () _____

Proposer's Name and Company: Mid-America Golf and Landscape

RFP Number and Title: RFP #24-07 - City of Lago Vista Golf Course Irrigation System

Insurance Agent / Broker Signature:  Date: 4/29/2024

By submitting a proposal and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within fifteen days of notification of award.

If the above fifteen-day requirement is not met, the City of Lago Vista has the right to reject this proposal and award the contract to the next lowest proposer meeting specifications. If you have any questions concerning these requirements, please contact the City Manager (512) 267-1155.

Proposer's Signature:  Date: 4/29/2024

ATTACHMENT "E"

DRUG-FREE WORKPLACE CERTIFICATION

The Mid-America Golf & Landscape, Inc. (company name) will provide a Drug Free Workplace in compliance with the Drug Free Workplace Act of 1988. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited on the premise of the Mid-America Golf & Landscape, Inc. (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

The undersigned Contractor certifies it will provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Contractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the Contractor's policy statement;

Notifying the employees in the Contractor's policy statement that as a condition of employment under this contract, employees shall abide by the terms of the policy statement and notifying the Contractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the City within ten (10) days of the Contractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Mid-America Golf & Landscape, Inc.
Name of Organization / Contractor(s)


Signature of Authorized Representative:

4/24/2024
Date:

ATTACHMENT “F”

REFERENCE SHEET

Please Complete and Return This Form with the Response

The Contractor may furnish up to a maximum of three (3) references for projects of a similar size and scope, with the following information provided for each reference:

- | | | |
|------|------------------|---|
| 1. | Client's Name | Mountain View Golf Club West Jordan, UT -Salt Lake County, Utah |
| | Name of Contact | Jim Ruelle |
| | Title of Contact | Irrigation Consultant |
| | Email address | as-built@msn.com |
| | Telephone Number | 956-607-6564 |
| | Website URL | |
|
 | | |
| 2. | Client's Name | Tony Butler Golf Club Harlingen, TX - City of Harlingen, TX |
| | Name of Contact | Ben McCampbell McCampbell Irrigation Design |
| | Title of Contact | Irrigation Consultant |
| | Email address | bmccampbell@rgv.rr.com |
| | Telephone Number | 956-607-6564 |
| | Website URL | |
|
 | | |
| 3. | Client's Name | Cypress Bend Golf Resort Many, LA – Sabine River Authority of Louisiana |
| | Name of Contact | Les Hill – Les Hill Irrigation Consultants |
| | Title of Contact | Irrigation Consultant |
| | Email address | leshilltx@gmail.com |
| | Telephone Number | (832) 725-3214 |
| | Website URL | |



April 5, 2024

CITY OF LAGO VISTA GOLF COURSE IRRIGATION SYSTEM
RFP #24-07

ADDENDUM #1

The following are changes and clarifications to the original RFP.

1. The bid due date has changed from 4/18/24 to WEDNESDAY, APRIL 24, 2024 AT 3:00 PM CDT.
2. The start date for the project will be February 1, 2025.
3. The completion date for the project will be as negotiated by the City and the successful bidder.
4. Bids are good for 30 days ONLY.
5. This is a rock job and bidder should bid accordingly. There will be no additional payment for rock trenching.
6. There was an error on the plans. There are no quick couplers shown on the back nine. Each green will have a quick coupler for a total of 19 on the project.
7. Sheets M-1 to M-4 are at 1:100 scale.
8. The wet well and slab for the pump station are by Owner. Bid only the pump stations and their installation and hook up.


Kirk Grego
4/24/2024



4260 CR 324
Navasota, TX 77868

(832) 725-3214
leshilltx@gmail.com



LES HILL
IRRIGATION
CONSULTANT

April 19, 2024

CITY OF LAGO VISTA GOLF COURSE IRRIGATION SYSTEM
RFP #24-07

ADDENDUM #2

The following are changes and clarifications to the original RFP.

1. The bid due date has changed from 4/24/24 to WEDNESDAY, MAY 1, 2024
AT 3:00 PM CDT.

Kirk Grego
4/29/2024



4260 CR 324
Navasota, TX 77868

(832) 725-3214
leshilltx@gmail.com

ATTACHMENT “H”

PROPOSAL FORM

**PROPOSAL FORM
GOLF COURSE IRRIGATION SYSTEM**

**LAGO VISTA GOLF COURSE
LAGO VISTA, TX**

PROPOSAL BY

COMPANY NAME Mid-America Golf & Landscape, Inc. DATE 4/24/2024

ADDRESS 1621 SE Summit St.

Lee's Summit, MO 64081

TELEPHONE 816-524-0010 EMAIL estimating@mid-america-golf.com

The above-named Bidder, hereinafter referred to as the “Contractor” hereby agrees to furnish all materials, labor, equipment and incidentals required for the installation of the irrigation system for the above-mentioned golf course in accordance to the Plans, Specifications and amendments to same as provided by the Irrigation Consultant.

The Contractor agrees and acknowledges that the lump sum bid and any and all unit prices include all costs including taxes for the completion of the work, whether direct or incidental.

Contractor agrees to be bound to the General Conditions as defined in the AIA A201-2017 General Conditions document.

Contractor further agrees that Contractor shall complete the work within the Contract Time and that Contractor will pay such Liquidated Damages as provided in the General Conditions should Contractor exceed said Contract Time.

Contractor affirms that the company has been in the golf course irrigation business for a minimum of five years and that the company has completed a minimum of three complete new irrigation systems on golf courses, at least one of which was with HDPE piping, both main lines and sub mains.

Contractor acknowledges the receipt of the following addenda-

#1 _____ Date 4/5/2024

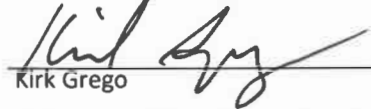
#2 _____ Date 4/19/2024

ATTACHMENT "I"

QUALIFICATIONS FORM

Bidder hereby certifies that bidder's company has been in the golf course irrigation business for a minimum of five years and has an irrigation crew which is primarily dedicated to golf course irrigation projects-

Mid-America Golf & Landscape, Inc. Company

 Signature
Kirk Grego

Bidder certifies that bidder's company has completed at least three 18 hole golf course irrigation systems in the last 5 years.

List of projects completed-

Project	Year completed
1. <u>River Oaks Golf Club Cottage Grove, MN</u>	<u>2024</u>
2. <u>Pines Crossing, Auburn, AL</u>	<u>2023</u>
3. <u>Cypress Bend Golf Resort Many, Louisiana</u>	<u>2022</u>

Bidder certifies that bidder's installation crew is certified to install HDPE pipe. Include last certification date and certifier.

Date of last certification- March 01, 2024

Certifier- Chris Mino - CMFGlobal

ATTACHMENT “J”

BID SHEET

Base Bid:

HUNTER

The lump sum price for the work is:

Four Million Nine Hundred Seventy Three Thousand Six Hundred
Thirteen Dollars and Eighty One Cents

Dollars \$4,973,613.81

RAINBIRD

Five Million Twenty Two Thousand Nine Hundred Forty Four Dollars and Twenty Four Cents

Dollars \$5,022,944.24

TORO

Five Million One Hundred Twenty Four Thousand Eight Hundred Five Dollars and Fifty Nine Cents

Dollars \$5,124,805.59

BIDDER Mid-America Golf & Landscape, Inc. DATE 4/24/2024

Bidder hereby affirms that bidder can begin construction on the date provided above.

February, 2025

If bidder cannot start on the proposed date, provide Bidder's proposed start date-

February, 2025

ATTACHMENT "K"

UNIT PRICE FORM

The following unit prices shall be a part of the bid proposal and shall be used for any additions or deletions from the work. They shall not be used in determining the total bid price. Unit prices shall include all costs for performing the work including, but not limited to, materials, labor, equipment, incidentals, overhead, taxes and profit. Each unit price shall include the costs for installing the entire component, i.e., sprinkler heads shall include the cost of the head, fittings, swing joints, wire connectors and any other miscellaneous costs.

<u>ITEM</u>	<u>UNIT PRICE</u>
2" HDPE DR 13.5 PIPE	\$ <u>4.21</u> /LF
3" HDPE DR 13.5 PIPE	\$ <u>7.15</u> /LF
4" HDPE DR 13.5 PIPE	\$ <u>8.53</u> /LF
6" HDPE DR 13.5 PIPE	\$ <u>10.16</u> /LF
8" HDPE DR 13.5 PIPE	\$ <u>19.52</u> /LF
10" HDPE DR 13.5 PIPE	\$ <u>29.28</u> /LF
12" HDPE DR 13.5 PIPE	\$ <u>59.79</u> /LF
16" HDPE DR 13.5 PIPE	\$ <u>97.80</u> /LF
LEEMCO #LV-210S 2" LATERAL VALVE, COMPLETE W/ SERVICE TEE & VALVE BOX	\$ <u>378.61</u> /EA
LEEMCO LMV-BB GATE VALVE 4", COMPLETE W/ VALVE BOX	\$ <u>2,315.48</u> /EA
LEEMCO LMV-BB GATE VALVE 6", COMPLETE W/ VALVE BOX	\$ <u>1,481.32</u> /EA
LEEMCO LMV-BB GATE VALVE 8", COMPLETE W/ VALVE BOX	\$ <u>1,821.59</u> /EA
LEEMCO LMV-BB GATE VALVE 10", COMPLETE W/ VALVE BOX	\$ <u>3,715.61</u> /EA
BERMAD #IR-C30-DN-25 1" #14UF 24V 2 WIRE W/JACKET	\$ <u>709.79</u> /LF
HUNTER	
#G880D HUNTER ROTOR, COMPLETE W/SWING JOINT & FITTING	\$ <u>1,557.50</u> /EA
#G885D HUNTER ROTOR, COMPLETE W/SWING	

JOINT & FITTING \$1,557.50 /EA

#HQ5RC HUNTER QCV, COMPLETE W/SWING
JOINT, FITTING & VALVE BOX \$1,557.50 /EA

RAINBIRD

#A900-IC RAINBIRD ROTOR, COMPLETE W/SWING
JOINT & FITTING \$1,670.00 /EA

#A952-IC RAINBIRD ROTOR, COMPLETE W/SWING
JOINT & FITTING \$1,670.00 /EA

#5RC RAINBIRD QCV, COMPLETE W/SWING
JOINT, FITTING & VALVE BOX \$1,670.00 /EA

TORO

#INF54 TORO ROTOR, COMPLETE W/SWING
JOINT & FITTING \$1,745.00 /EA

#INF55 TORO ROTOR, COMPLETE W/SWING
JOINT & FITTING \$1,745.00 /EA

#474-01 TORO QCV, COMPLETE W/SWING
JOINT, FITTING & VALVE BOX \$1,745.00 /EA

BIDDER Mid-America Golf & Landscape, Inc. DATE 4/24/2024

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Mid-America Golf and Landscape, Inc.
1621 SE Summit Street
Lee's Summit, MO 64081

SURETY:

(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

City of Lago Vista
5803 Thunderbird
Lago Vista, TX 78645

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

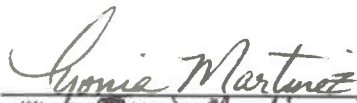
RFP No. 24-07, City of Lago Vista Golf Course Irrigation System, 4316 Rimrock Dr., Lago Vista, TX 78645

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of April, 2024


(Witness) Tyonia Martinez - Bid Coordinator


(Witness)

Mid-America Golf and Landscape, Inc.

(Principal)

(Seal)

By:

(Title) Tyler Hellmuth - Secretary/Treasurer

Atlantic Specialty Insurance Company

(Surety)

(Seal)

By:

(Title) Rebecca S. Leal Attorney-in-Fact

Surety Phone No. 952-852-2431



KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **C. Stephens Griggs, Christy M. Braile, Danielle R Capps, Debra J. Scarborough, Erin C Lavin, Evan D. Sizemore, Hillary D Shepard, Jeffrey C. Carey, Kellie A. Meyer, Kristin D Thurber, Lauren Scott, Mary T. Flanigan, Patrick T. Pribyl, Rebecca S. Leal, Tahitia M. Fry, Veronica Lawver**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

STATE OF MINNESOTA
HENNEPIN COUNTY

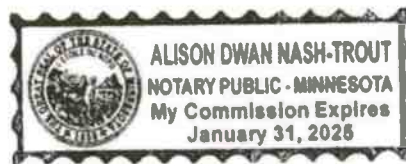


By



Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. 24th day of April, 2024

This Power of Attorney expires
January 31, 2025




Kara L.B. Barrow, Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call your Insurance Carrier's toll-free telephone number for information or to make a complaint at:

1-800-321-2721

You may also write to your Insurance Carrier at:

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

1-781-332-7671

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104, Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de su compañía de seguros para informacion o para someter una queja al:

1-800-321-2721

Usted tambien puede escribir a su compañía de seguros en:

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

1-781-332-7671

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104, Austin, TX 78714

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS □ RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte condicion del documento adjunto.



CERTIFICATE OF LIABILITY INSURANCE

3/25/2025

DATE (MM/DD/YYYY)

3/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED 1519379 MID-AMERICA GOLF & LANDSCAPE, INC. 1621 SE SUMMIT ST LEE'S SUMMIT MO 64081	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : BITCO National Insurance Company	NAIC # 20109
	INSURER B : BITCO General Insurance Corp	NAIC # 20095
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 19239100**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	N	N	CLP 3740909	3/25/2024	3/25/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	CAP 3740907	3/25/2024	3/25/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	N	N	CUP3740910	3/25/2024	3/25/2025	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 Prod/Comp Ops \$ 8,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC3740908	3/25/2024	3/25/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	AUTO PHYSICAL DAMAGE	N	N	CAP3740907	3/25/2024	3/25/2025	\$100,000 EACH ACCIDENT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**19239100
PROOF OF COVERAGE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Mid-America Golf and Landscape, Inc.

2 Business name/disregarded entity name, if different from above

Mid-America Sports Construction

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1621 SE Summit Street

6 City, state, and ZIP code

Lee's Summit, MO 64081

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 3 - 1 6 3 5 2 5 1

Part II Certification

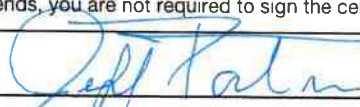
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►



Date ► 3/14/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

OUR FIRM...



THE EXPERIENCE, SKILL LEVEL AND QUALIFICATIONS OF MID-AMERICA GOLF

Mid-America Golf and Landscape was founded in 1993, incorporated in Lee's Summit, Missouri. In the early years various golf course projects were commissioned primarily in the Midwest region of the United States. The company completed a wide variety of golf projects including irrigation and drainage projects.



TECHNICAL CONSTRUCTION... KICKINGBIRD EDMOND, OK

In April of 1999, Mid-America Golf and Landscape became an Associate member of the Golf Course Builders Association of America. During this period Mid-America Golf and Landscape was commissioned to begin construction on several new construction projects in Texas. In September of 2002, Mid-America Golf and Landscape became a Certified Builder member of the GCBA. Our certification referencing our long-standing relationship with the GCBA is attached.

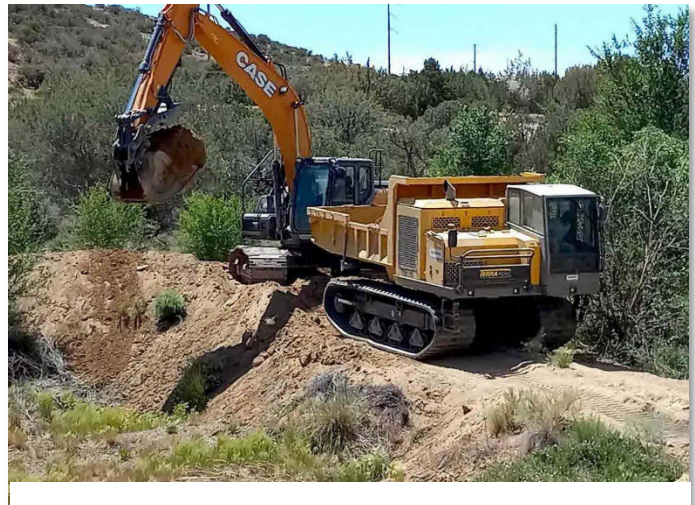


SUPERIOR NATIONAL LUTZEN, MN

Mid-America Golf and Landscape continues to strengthen our work portfolio every calendar year with two to five projects. With a resume of 100 plus golf course constructions and renovation projects, we strive to continue to provide the owners with quality over quantity in our workload. Mid-America Golf and Landscape have well over 100 years of experience in golf course construction between just the management team. Connections made over that time frame allow Mid-America Golf and Landscape to have resources that are far superior to other organizations.

Our stated mission is one of a unique hands-on approach that takes great pride in the commitment, hard work and meticulous attention to detail devoted to every golf course construction project that we have been a part of.

We strive to exceed client's expectations by adhering to stringent financial guidelines, often completing projects on or ahead of schedule while engaging in a complete collaboration with all members of the Project Team. We are employed with a squad of talented craftsmen that will take





TEE TO GREEN IN "BIG SKY COUNTRY"

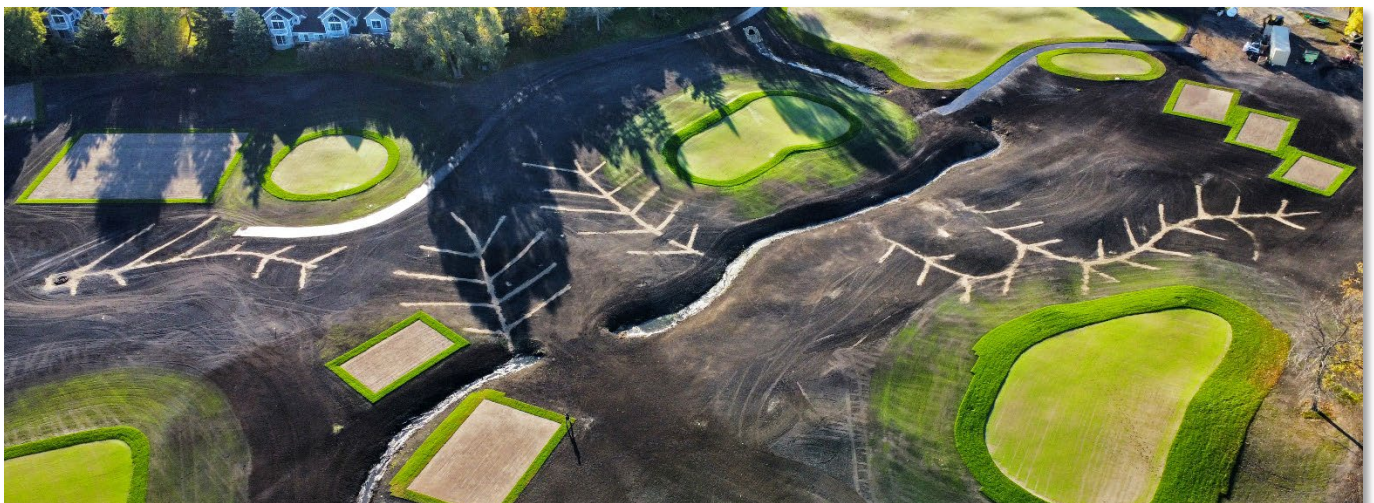
the dream of the Your Project from initial conception, through construction and grassing, to opening day by utilizing the following skillsets:

- a. Clearing, Grubbing and Staking**
- b. Bulk Earthwork**
- c. Golf Course Shaping and Contouring**
- d. Drainage**
- e. Greens Construction**
- f. Tees Construction**
- g. Bunker Construction**
- h. Irrigation**
- i. Cart Paths and Bridges**
- j. Grassing**

The Financial Viability of Mid-America Golf – We are full-service golf course contractor dedicated to "Creating the Total Golf Experience". We have turned the dreams and plans of our public and private sector clients into reality through new golf course construction, full golf course construction feature renovations, golf course

drainage and irrigation installation only projects, and athletic field construction (synthetic and natural grass).

Mid-America Golf's Officers are Kirk Grego, President, and Tyler Helmuth, Secretary / Treasurer. Kirk has vast knowledge and experience in all stages of golf course development and athletic construction. He has been personally involved in every aspect of golf course construction with years of experience as a laborer, operator, superintendent, and Project Manager with projects ranging from public to high-end golf clubs. Kirk is also involved with all equipment acquisitions as well as all company asset management implementation.



PREPPED FOR GRASSING LINKS AT CHASKA CHASKA, MN



Tyler has been involved in all functions of growing the business, with specific emphasis on estimating projects ranging from under \$20,000.00 to projects exceeding \$7,000,000.00. The quality of work under his direction as Secretary/Treasurer for Mid-America Golf and Landscape, Inc. has allowed for positive monthly budgets, accounts receivables, and accounts payable and directs the company wide inventory accountability program. Tyler has worked in all phases of golf and athletic construction and is responsible for purchasing materials, managing the cost reduction program, overseeing affairs related to bonding and insurance. He has also gained years of related work experience in employment law, business law, human resources as well as the process for licensing procedures for working in different states.

Mid-America Golf owns all of our facilities and most of our heavy equipment. We are very well financed, professionally managed and technically superior in our field of our work. We have been authorized to bid individual projects up to \$15,000,000 with an aggregate program of \$50,000,000. We have successfully completed with the utmost professionalism all past bonded projects.

Mid America Golf has been an excellent customer of Bank of the West since 2013. Mid-America Golf and Landscape, Inc. has a line of credit in place with Bank of the West with a low 7 figure commitment amount. Mid-America Golf and Landscape's Dunn & Bradstreet number is 809924434. We will be happy to provide further comprehensive insight upon request.



GREENS COMPLEX AT CYPRESS BEND GOLF RESORT, MANY, LA

BIOS



Kirk Grego

President, QC/QA MANAGER

Kirk began his career working in a family-owned construction business. In 1993, Kirk became Vice President and one of the three founding partners of Mid-America Golf and Landscape, Inc. Kirk has vast knowledge and experience in all stages of golf course development and athletic construction. He has been personally involved in every aspect of golf course and sports construction and with years of experience as a laborer, operator, superintendent, and Project Manager with projects ranging from public to high-end golf clubs.

Kirk has been the main contributor in forging Mid-America Golf and Landscape, Inc. to branch into the athletic field industry, including synthetic turf and natural grass fields. With this transformation Mid America Sports

Construction was formed and continues to be a nationally recognized organization when it comes to a quality conscious Athletic field contractor. Kirk is the Managing individual as well as a senior project manager for Mid-America Sports Construction and all Sports related endeavors.

Kirk has a very wide variance of skill set. Kirk's over-all knowledge of the construction industry is attributed to his overall experience from the ground level to senior ownership and administration of a moderate sized construction company. Not only has Kirk experienced what it takes on the construction side but has also diversified himself in the synthetic turf market with a vast knowledge of sales, installation and service to fulfill all client's needs. To date Kirk and Mid- America have completed hundreds of synthetic turf installs (athletic and commercial).

Kirk has experienced what it takes to take a plan and make it happen in the field as well as make the plan in the office and delegate to field personnel for an overall successful project completion. These experiences have given him the ability to make all of the day to day business decisions that it takes to run a successful company. He has personally handled projects in the field from \$2,500.00 to \$8,000,000.00 as well as overall operations (banking, bonding, and total management) for the company with overall annual sales of \$35,000,000.00.

Kirk is a member of the Golf Course Builders Association (Member #172), the Heartland Golf Course Superintendents Association and a corporate member of the National Golf Course Owners Association.

- **DETAILED RESUME AVAILABLE UPON REQUEST**



Jason Lewis, PhD
Chief Operating Officer – Golf Division

Jason Lewis is no stranger to Mid-America Golf and Landscape. He began his career with Mid-America Golf and Landscape in 1994. Over the years, his dedication, knowledge, and strong work ethic allowed him to progress within the company. He moved up from being an assistant superintendent to the role of irrigation superintendent, and eventually became a project manager. This progression had a significant impact on the company and its operations, demonstrating his expertise and commitment in various roles within the organization.

It was welcomed news that Jason rejoined our team at Mid-America Golf and Landscape in 2021 after spending time raising his family in Texas and earning a PhD in Organizational Management. His return has been exciting for the company, given his previous experience and accomplishments within the organization. With his background in organizational management and his diverse experience, Jason is well-equipped to tackle all leadership roles asked of him. He's recently been assigned the responsibility of leading the Golf division into the future. Mid-America Golf values his expertise and is confident in his ability to contribute positively to all facets of the Golf Course Construction industry.

Jason's experience in managing over 100 golf course construction projects speaks to his extensive knowledge and expertise in the field. This level of involvement and hands-on experience means he has a deep understanding of the intricacies and challenges involved in golf course construction. His track record of successfully overseeing such a significant number of projects underscores his skills in project management, organizational leadership, and his ability to collaborate effectively with various stakeholders to bring these projects to fruition. His contributions have had a significant impact on the golf course construction industry and the organizations he has worked with.

Jason's "hands-off" management approach can be indicative of a leadership style that promotes autonomy and trust among his team members. By giving his team space to work and not interfering with their tasks, he is allowing them to take ownership of their work and make decisions independently. This approach can foster a sense of empowerment and can often lead to higher job satisfaction and productivity among team members.

Jason places a high value on adhering to project schedules and maintaining clear communication with consultants and ownership. This approach reflects a commitment to professionalism, transparency, and effective project management. He is dedicated to completing projects on time and within the expected timeframe. This can help prevent delays, cost overruns, and other potential complications that may arise when schedules are not followed.

Overall, Jason's approach aligns with the idea that effective leaders recognize when to step back and trust their team's expertise, which can lead to a more positive and productive work environment.

- **DETAILED RESUME AVAILABLE UPON REQUEST**



Casey Hames **Business Development / Project Specialist**

Casey's experiences in golf course development is rooted in the tradition of the game. He played competitively as a junior, and after high school, went on to play collegiate golf at the Division I level. Upon graduating from college with a degree in Agronomy, Casey spent the next 20 years of his career with the elites of the golf industry. He possesses professional experience as a Project Designer for 16 years. He has facilitated planning and consultation for fellow golf course architects for over 60 separate projects and provided sole design contributions on 36 separate projects.

Casey's well-founded background in golf course architecture is rooted in the "Golden Age of Golf Course Design" and he has done extensive studies of who he refers to as the "Old Dead Guys", or a group of architects that transformed golf course architecture in the United States to the game that we know today. Those architects include Flynn, Wilson, Emmet, Banks, Colt and Allison, Tillinghast, McKenzie Thomas and Bell, Ross, Raynor and McDonald, Maxwell and Langford and Moreau.

Casey believes that great golf course development begins with only the utmost of routing plans and continues from that process only. The contractor ONLY works left and right off of the center points as directed by the architect. These two, three, four, or in some instance five points per hole drive the design throughout the construction process. He is a true minimalist in his golf course development viewpoints. He believes that architects of the past did not have the means or where-with-all to pulverize dirt into submission. Excessive cuts were only smoothed where necessary and excessive fill were stacked and grassed.

He believes that the three most important features in any golf course project are the greens, the bunkers and the teeing grounds in that order. The greens are culmination of play on each hole... where the majority of shots are played, and where the most attention needs to be paid to as it relates to construction. He believes bunkers are the thumbprint of the course. Bunkers; their shape and location are elemental to separating each architect's design from others. Not only being penal, the location of a course's bunkers are a means to communicate to players where they should, or should play their next shot. The teeing grounds are where the each hole begins. He believes that tees should be inviting to each player who approaches and fit seamlessly into their surrounds.

Casey's keen "eye for detail" is established in the relationship that he develops with the designer. He enjoys the daily conversation about the designer's reasoning in his design doctrine and understanding the intent of the design team is critical and allows him to communicate these philosophies to the rest of the team.

- **DETAILED RESUME AVAILABLE UPON REQUEST**



Jorge Martinez **Irrigation Superintendent**



Technically, there is not a more proficient golf course development Irrigation Superintendent in the country than Jorge Martinez. He has amassed over 23 years of experience installing a variety of irrigation systems throughout the nation.

Irrigation is presumably the most critical mechanical element of any golf course. A dynamic irrigation system allows golf course superintendent and agronomic specialists to grow stands of turf at the most optimal level that can be achieved. The installation of these systems can be complex and taxing. Jorge has the knowledge and expertise installing every major and minor component of these systems which includes PVC

and HDPE pipe, their associated fittings, the required wiring, the irrigation heads, controllers and the large format pump stations and intake systems. He and his team also have the ability to fuse HDPE systems, the state of the art specification in irrigation piping and work with all irrigation product on the market.

Jorge's work history is extensive. His formative years involved crumbing the trench, plumbing the pipe and wiring up the heads. With a diligent work ethic and a propensity to learn, he began running a small crew. An intrinsic leadership quality emerged, and he soon became an Irrigation Superintendent running multi-million dollar projects.

He is an excellent motivator for his crew. He regularly trains even the most menial laborer to better their position; often teaching them the subsequent trade in their progression.

He is constantly coordinating with project management to understand when and where the installation of system components should take place. He and his crew moves with pace but functionality without failure is their chartered decree.

Jorge oversees material takeoffs, field as-builts and material purchasing administration with project management. He is a Certified Irrigation Contractor with the Golf Course Builders Association of America and a Licensed Texas Irrigator Technician.

- **DETAILED RESUME AVAILABLE UPON REQUEST**

PROJECT HISTORY



Pine Dunes Golf Club, Frankston, Texas

18- Hole New Construction

Owner – Jodi Lutz

Architect – Jay Morrish & Assoc.

% Completed by Mid-America Golf – 100%

Prime Contractor – Mid-America Golf

Completion Date – Sept. 2000

Project Amount - \$4,500,000.00



BRAEMAR EDINA, MN

Falcon Valley Golf Club, Lenexa, Kansas

9-Hole New Construction

Owner – Falcon Communities

Architect – Todd Clark

% Completed by Mid-America Golf – 100%

Prime Contractor – Mid-America Golf

Completion Date – November 2001

Project Amount - \$3,000,000.00

Gentle Creek Golf Club, Prosper, Texas

18-Hole New Construction

Owner – Razor Ranch L.P.

Architect – GRI Design

% Completed by Mid-America Golf – 100%

Prime Contractor – Mid-America Golf

Completion Date – November 2001

Project Amount - \$7,000,000.00

The Golf Club of Falcon Lakes, Bonner Springs, Kansas

18-Hole New Construction

Owner – Falcon Communities

Architect – Jay Morrish & Assoc.

% Completed by Mid-America Golf – 100%

Prime Contractor – Mid-America Golf

Completion Date – June 2002

Project Amount - \$5,000,000.00

Completion Date – December 2004

Project Amount - \$3,400,000.00



FORREST CREEK ROUND ROCK, TX

Winterstone Golf Club, Independence, Missouri

18-Hole New Construction

Owner – Limpus Properties

Architect – Todd Clark

% Completed by Mid-America Golf – 100%

Prime Contractor – Mid-America Golf

Completion Date – December 2002

Project Amount - \$5,400,000.00



EDGEWATER C.C. NEWTOWN, ND

Creekmoor Golf Club, Raymore, Missouri

18-Hole New Construction
 Owner – Cooper Land Development
 Architect – Tom Clark
 % Completed by Mid-America Golf – 100%
 Prime Contractor – Mid-America Golf
 Completion Date – Sept. 2006
 Project Amount - \$3,800,000.00



LODGE OF THE FOUR SEASONS CAMDENTON, MO

The Golf Club of Falcon Lakes, Bonner Springs, Kansas

18-Hole New Construction
 Owner – Falcon Communities
 Architect – Jay Morrish & Assoc.
 % Completed by Mid-America Golf – 100%
 Prime Contractor – Mid-America Golf
 Completion Date – June 2002
 Project Amount - \$5,000,000.00

Lamberts Point Golf Club, Norfolk, Virginia

9-Hole New Construction
 Owner – City of Norfolk
 Architect – George Golf Design, Inc.
 % Completed by Mid-America Golf – 100%
 Prime Contractor – Mid-America Golf
 Completion Date – December 2004
 Project Amount - \$3,400,000.00

Gentle Creek Golf Club, Prosper, Texas

18-Hole New Construction
 Owner – Razor Ranch L.P.
 Architect – GRI Design
 % Completed by Mid-America Golf – 100%
 Prime Contractor – Mid-America Golf
 Completion Date – November 2001
 Project Amount - \$7,000,000.00



C.C. OF DECATUR, DECATUR, IL



Creekmoor Golf Club, Raymore, Missouri

18-Hole New Construction
 Owner – Cooper Land Development
 Architect – Tom Clark
 % Completed by Mid-America Golf – 100%
 Prime Contractor – Mid-America Golf
 Completion Date – Sept. 2006
 Project Amount - \$3,800,000.00

The Bridges Country Club, Gunter, Texas

18-Hole New Construction
 Owner – Bluegreen Communities
 Architect – Jeffrey Brauer
 % Completed by Mid-America Golf – 100%
 Prime Contractor – Mid-America Golf
 Completion Date – August 2007
 Project Amount - \$4,300,000.00
 Project Amount - \$403,466.39



DALLAS COUNTRY CLUB DALLAS, TX

Heritage Hills Golf Course, Shepherdsville, Kentucky

18-Hole New Construction
 Owner – Heritage Hills Golf Course
 Architect – Doug Beach
 % Completed by Mid-America Golf – 100%
 Prime Contractor- Mid-America Golf
 Completion Date – November 2006
 Project Amount - \$4,642,420.00

Cottonwood Hills Golf Club, Hutchinson, Kansas

18-Hole New Construction
 Owner – Lane Neville
 Architect – Faldo Design
 % Completed by Mid-America Golf – 100%
 Prime Contractor – Mid-America Golf
 Completion Date – November 2006
 Project Amount - \$5,158,701.00



STONE CANYON INDEPENDANCE, MO



COTTONWOOD HILLS HUTCHISON, KS

Canyon Farms, Lenexa, Kansas

18-Hole New Construction
 Owner – The Golf Club of Kansas
 Architect – Tom Jackson
 % Completed by Mid-America Golf – 100%
 Prime Contractor – Mid-America Golf
 Completion Date – July 2007
 Project Amount - \$2,900,000.00

Stone Canyon Golf Club, Blue Springs, Missouri

18-Hole New Construction
 Owner – Larry Lundine
 Architect – Greg Norman
 % Completed by Mid-America Golf – 100%
 Prime Contractor – Mid-America Golf
 Completion Date – October, 2007
 Project Amount - \$4,800,000.00
 Project Amount - \$ 5,680,000.00

Superior National at Lutsen, Lutsen, Minnesota

Major Renovation
 Owner – Cook County/ Grand Marais Joint Economic Development Authority
 Architect – Jeff Brauer, GolfScapes, Inc.
 % Completed by Mid-America Golf – 100%
 Prime Contractor – Mid-America Golf
 Completion Date – August - 2015
 Project Amount - \$ 4,160,015.42

St. Andrews Golf Club, Overland Park, Kansas

6-Hole New Construction
 Owner – St. Andrews Golf Course
 Architect – C.E. Golf Design
 % Completed by Mid-America Golf – 100%
 Prime Contractor – Mid-America Golf
 Completion Date – October - 2007
 Project Amount - \$2,175,306.00

Elkhorn Ridge, Spearfish, South Dakota

9 Hole Addition
 Owner – Elkhorn Ridge and Frawley Ranches, LLC.
 Architect – Patrick H. Wyss
 % Completed by Mid-America Golf – 100%
 Prime Contractor – Mid-America Golf
 Completion Date – September - 2015
 Project Amount - \$ 1,698,138.43

Forrest Creek, Round Rock, Texas

Major Renovation
 Owner – City of Round Rock, Texas
 Architect – Masterson Design Group
 % Completed by Mid-America Golf – 100%
 Prime Contractor – Mid-America Golf
 Completion Date – May - 2018
 Project Amount - \$ 3,345,691.00



WILDERNESS LAKE JACKSON, TX



ELKHORN RIDGE SPEARFISH, SD

Braemar Club, Edina, Minnesota

Major Renovation

Owner – CITY OF EDINA, MN

Architect – Richard Mandell Golf Course Architecture

% Completed by Mid-America Golf – 100%

Prime Contractor – Mid-America Golf

Completion Date – September - 2017

Project Amount - \$ 5,324,322.93

James M. Houk Family Golf Complex, Iowa City, Iowa

New Short Game Area for the University of Iowa Mens and Women's Golf Teams

Owner – University of Iowa

Architect – Fry / Straka Design 614-264-1511/
jstraka@frystraka.com

Completion Date – October, 2020

Project Amount - \$403,466.39

The Loop at Chaska, Chaska, Minnesota

Major Short Course Renovation

Owner – City of Chaska, Minnesota

Architect – Benjamin Warren - Artisan Golf Design

benjaminw.golf@gmail.com

Completion Date – September, 2021

Project Amount - \$ 2,100,000.00

Pinon Hills Golf Club Farmington, New Mexico

Major Renovation

Owner – City of Farmington, New Mexico

Architect – Gary Kaye – Gary Kaye Design

(623) 341-2302

Completion Date – September, 2022

Project Amount - \$ 5,556,000.00

Country Club of Decatur, Decatur, Illinois

Bunker Renovation

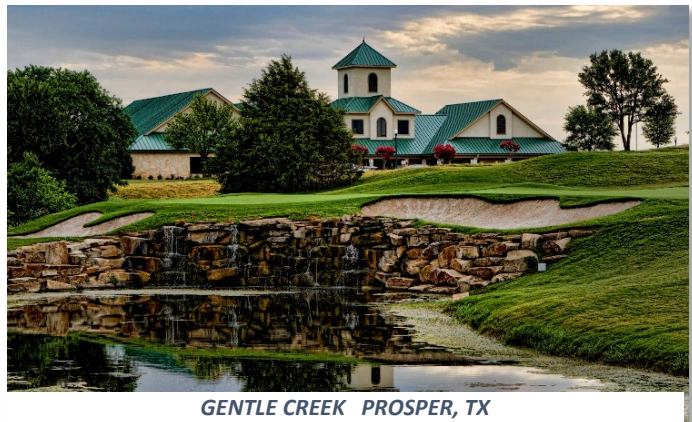
Owner – Membership -Country Club of Decatur

Architect – Billy Fuller, Billy Fuller Golf Design

(404) 630-6868

Completion Date – May, 2023

Project Amount - \$ 1,040,000.00



GENTLE CREEK PROSPER, TX



WINTERSTONE INDEPENDENCE, MO

Kickingbird Golf Club Edmond, Oklahoma

Major Renovation

Owner – City of Edmond, Oklahoma

Architect – Matt Dusenberry – Dusenberry Design

262-495-5294 - matt@dusenberrydesign.com

Est. Completion Date – June, 2023

Project Amount - \$ 4,500,000.00

Dothan Country Club, Dothan, Alabama

Centennial Master Plan Renovation

Owner – Membership -Dothan Country Club

Architect – Billy Fuller, Billy Fuller Golf Design

(404) 630-6868

Completion Date – June, 2023

Project Amount - \$ 3,880,000.00

Cypress Bend Golf Resort Many, Louisiana

Major Renovation

Owner – Sabine River Authority of Louisiana

Architect – Jeff Blume – Jeff Blume, Limited

(291) 923-3730

Completion Date – May, 2023

Project Amount - \$ 4,344,000.00

Pines Crossing, Auburn / Opelika, Alabama

Master Plan Renovation

Owner – Cities of Auburn/Opelika, AL

Architect – Bill Bergin, Bergin Golf Designs

(404) 630-6868

Completion Date – July, 2023

Project Amount - \$ 5,680,000.00



CANYON FARMS LENEXA, KS



GCBA

**Golf Course Builders
Association of America**

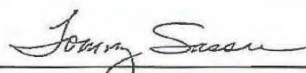
Mid-America Golf & Landscape

GCBA CERTIFIED GOLF COURSE BUILDER
GCBA CERTIFIED GOLF RENOVATION BUILDER
GCBA CERTIFIED GOLF COURSE IRRIGATION CONTRACTOR

Having completed the requirements of the
Golf Course Builders Association of America
for the above designation, the
recipient has been designated as a Certified Member,
with all rights, honors, and privileges of this title,
for the year specified below.

2022

The signatures of authorized officers of the Golf Course
Builders Association of America are hereunto affixed.



TOMMY SASSER
Certification Board of Governors
Chairman



Judd Duininck
GCBA President

RFP 24-07 Lago Vista Golf Course Irrigation System

5/1/2024 City Council Chambers 3:00 p.m. CST

#

Bids Received	2
---------------	---

<u>Company Name</u>	<u>Amount</u>	<u>Received</u>
Duininck Golf		Via Procurement Email 5/1/2024 2:00 PM CST
Rainbird	\$ 4,713,210.00	
Hunter	\$ 4,713,590.00	
Toro	\$ 4,849,618.00	
Mid- America Golf and Landscape		Via Procurement Email 4/30/2024 4:39 PM CST
Rainbird	\$ 5,022,944.24	
Hunter	\$ 4,973,613.81	
Toro	\$ 5,124,805.59	



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 6, 2024

SUBMITTED BY: Sean Vance, Parks and Recreation

SUBJECT: Consider approval of a cost increase to the pool repairs being completed by 360 Aquatics in the amount of \$37,885.00.

BACKGROUND: The re-plastering project for the city pool received approval during the city council meeting on March 21st. Funding for this project, totaling \$137,536.30, was allocated from CO bonds. During the demolition phase of the city pool's re-plastering project, the contractor made a concerning discovery. It was found that the walls had been poured separately from the floor, resulting in what is known as a cold joint. This led to a visible divide that compromised structural integrity, evident all along the perimeter of the pool. Further investigation revealed that beneath the gutter system, the wall had not been poured to the correct dimensions, necessitating the use of filler to bridge the gap.

FINDINGS: To correct the structural integrity of the pool shell before plastering can take place. Rebar must be installed and tied in to connect the floor to the wall. Gunite would then be applied to connect the floor to the wall for a structurally sound and water tight shell that the plaster can be applied to. The contractor will need to seal the expansion joints both around and beneath the gutters to resolve the gutter system issue.

FINANCIAL IMPACT: Additional funding from CO bonds totaling \$37,885.00 will need to be allocated as follows: \$32,785.00 for rebar and gunite, and \$5,100.00 for expansion joint sealant.

ATTACHMENTS:
[Estimate for Pool Repairs.pdf](#)

Estimate #8507

**Billing Address**

City of Lago Vista Pool
City of Lago Vista
kmikulak@lago-vista.org
+1 281 935 3442
+1 505 634 8319

Contact: Katie Mikulak
972-921-8727

Service Address

City of Lago Vista Pool
8036 Bar K Ranch Road
Lago Vista TX 78645 United
States
kmikulak@lago-vista.org
+1 281 935 3442
+1 505 634 8319

Contact: Katie Mikulak
972-921-8727

Send Payment To

360 Aquatics/Lifeguard 4 Hire
1801 Clover Lane
Cedar Park TX 78613 US
+15127135775
joey@lifeguard4hire.com

Total	\$37,885.00
Payments	\$0.00
Balance	\$37,885.00

Charges

Item	Description	Unit Cost	Tax	Quantity	Line Total
General Construction	Construction / Pool Bottom Fix: Use rebar from the wall to the floor; gunite the floor to the wall. This should water tighten/seal the floor and wall areas making it a solid pool that we can then affix plaster upon it and not worry about moving/shifting. This repair encompasses the entire floor all the way around.	\$32,785.00	✓	1.0	\$32,785.00
General Construction	Expansion Joint Repair: Seal up expansion joints around the pool under the stainless gutters with epoxy.	\$5,100.00	✓	1.0	\$5,100.00
					Subtotal \$37,885.00
					Tax \$0.00
					Total \$37,885.00

Notes

Terms

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 6, 2024

SUBMITTED BY: Roy Jambor, Development Services

SUBJECT: Consider approval to request the Building and Standards Commission review and provide input regarding a potential amendment to Article 3.800 of Chapter 3, which addresses Outdoor or Exterior Lighting.

BACKGROUND: On June 16, 2022, the Lago Vista City Council amended the previous version of Article 3.800 of Chapter, more commonly known as the local “dark sky” regulations. Ordinance No. 22-06-16-01 contained a handful of changes, many of which have subsequently been questioned regarding the burden it places on the property and business owners within the community when compared to the public benefit of those same changes. Some of those comments have been repeated at City Council meetings, but a far greater volume of reports have been received by the Development Services Department staff from contractors, residents and lighting suppliers.

For example, one of those changes involves a reduction in the maximum color corrected temperature (CCT) of a lamp from 3000k to 2700k. That change was alleged to be in anticipation of a future change by the International Dark Sky Association in their published model ordinance. However, the IDA website only includes the same recommended model lighting ordinance that it published in 2011. It still includes a CCT limit of 3000k.

Nonetheless, that change significantly reduces the number of fixtures that may be used when they include an integral or pre-installed LED lamp, such as in street lights, parking lot lights, and even some of the more commonly used residential and commercial light fixtures. In addition to limiting the available fixtures, this restriction likely also impacts the price for a change that is difficult to detect without the assistance of an appropriate device.

Other changes, such as those involving curfews at commercial properties, have been criticized at a City Council meeting as creating a security hazard for the employees of a local business in exchange for benefits that were viewed as

questionable. Nonetheless, that list of changes with similar limited public benefit when compared to the cost (such as the cost of replacing all the LVISD athletic field lighting and public street lights) is not crucial to this request. Instead, that list should be thoroughly vetted by the Building and Standards Commission and the Council should instead wait for that subsequent recommendation, if one in fact results.

However, one final comment is potentially relevant to the merits of the request itself. Shortly after the adoption of Ordinance No. 22-06-16-01 the Development Services staff sent out a letter to every business in the municipality with a utility account warning them of the June 21, 2023 deadline to comply with the “dark sky” regulations even in the absence of a renovation to their business or the need to replace any existing lighting. We received exactly one response and that was from the owner of new building that was already compliant.

Effective enforcement has instead only been achieved in response to new businesses or businesses that require a new certificate of occupancy. Even then, the adjacent parking lot lighting remains non-compliant. In four years, the current version of the ordinance will impose the same obligation to each residential household in the municipality to potentially replace existing lighting fixtures that have not exceeded their “useful life” but are nonetheless not “dark sky compliant.” This type of “selective enforcement” has the potential to negatively impact all other code enforcement efforts.

FINDINGS:

The Council needs only to find that a discussion and consideration by the Building and Standards Commission might lead to a potentially warranted amendment to Article 3.800 of Chapter 3, Outdoor or Exterior Lighting, in order to request this input. The staff recommends that the Council request that discussion and consideration to be performed and report back with any potential ordinance amendments.

FINANCIAL IMPACT: N/A

ATTACHMENTS:

[Ordinance 22-06-16-01 \(PDF\).pdf](#)

ORDINANCE NO. 22-06-16-01

AN ORDINANCE OF THE CITY COUNCIL OF LAGO VISTA, TEXAS, AMENDING VARIOUS SECTIONS OF ARTICLE 3.800 OF CHAPTER 3 OF THE LAGO VISTA CODE OF ORDINANCES TO UPDATE THE REQUIREMENTS FOR OUTDOOR OR EXTERIOR LIGHTING TO ACHIEVE ADDED CONSISTENCY WITH THE MOST RECENT MODEL ORDINANCE RECOMMENDED BY THE TEXAS CHAPTER OF THE INTERNATIONAL DARK SKY ASSOCIATION; AND PROVIDING FOR RELATED MATTERS.

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

WHEREAS, the City Council of the City of Lago Vista has previously established provisions within Chapter 3 of the Code of Ordinances that regulate the use of outdoor or exterior lighting that when adopted were consistent with the recommendations of the Texas Chapter of the International Dark Sky Association; and

WHEREAS, the Council, staff and members of the Building and Standards Commission were made informed by a local advocacy group that the standards and guidelines of the International Dark Sky Association had been updated since the adoption of the current outdoor or exterior lighting provisions; and

WHEREAS, an updated and recent version of the model outdoor lighting ordinance recommended by the Texas Chapter of the International Dark Sky Association was subsequently located by the staff to serve as a resource for any potential changes to the existing ordinance; and

WHEREAS, the Building and Standards Commission has undertaken an extensive review of the existing regulations and compared them to the updated version of those same provisions in model ordinance recommended by the Texas Chapter of the International Dark Sky Association; and

WHEREAS, that extensive review by the Building and Standards Commission led the members to conclude that many of the provisions within the updated model ordinance recommended by the Texas Chapter of the International Dark Sky Association are preferable to the current language within Article 3.800 of Chapter 3 of the Lago Vista Code of Ordinances; and

WHEREAS, the Building and Standards Commission of the City of Lago Vista has forwarded a recommendation to the City Council to amend various sections within Article 3.800 of Chapter 3 of the Lago Vista Code of Ordinances to achieve added consistency with the most recent model ordinance recommended by the Texas Chapter of the International Dark Sky Association; and

WHEREAS, the City Council at its public hearing to consider this ordinance amendment held on May 5, 2022, reviewed the recommendation, and found the changes to be warranted.

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

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

Section 1. Findings. All of the above and foregoing recitals are hereby found to be true and correct legislative findings of the City and are incorporated herein as findings of fact.

Section 2. Amendment. The City Council of the City of Lago Vista, Texas, does hereby amend Section 3.802, Section 3.803, and Sections 3.805 through Section 3.808 of Article 3.800 of Chapter 3 of the Lago Vista Code of Ordinances as shown in **Exhibit "A."**

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

Section 4. Severability. If any section, subsection, article, paragraph, sentence, clause, phrase, or word in this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 5. Penalty. Any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances, Section 1.109 General Penalty for Violations of Code; Continuing Violations of the City of Lago Vista, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

Section 6. Publication and Codification. The City Secretary is hereby directed to publish the caption of this ordinance, including the penalty, in accordance with City Charter Section 3.17 and record the attached regulation in the City's Code of Ordinances as authorized in Section 52.001 of the *Texas Local Government Code*.

Section 7. Effective Date. This Ordinance shall take effect immediately upon its passage and publication in accordance with the provisions of the *Texas Local Government Code*.

Section 8. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Local Government Code*.

AND, IT IS SO ORDERED.

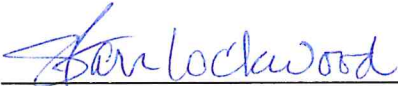
PASSED AND APPROVED this 16th day of June 2022.



Kevin Sullivan, Mayor Pro Tem

ATTEST:





Starr Lockwood, Assistant City Secretary

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

EXHIBIT “A”

CHAPTER 3

BUILDING REGULATIONS

ARTICLE 3.800 OUTDOOR OR EXTERIOR LIGHTING

Section 3.802 Definitions

Words and phrases used in this article shall have the meanings set forth in this section. Terms that are not defined below, but are defined elsewhere in the Code of Ordinances, shall be given the meanings set forth therein. Words and phrases not defined in the Code of Ordinances shall be given their common, ordinary meaning unless the context clearly requires otherwise.

Adaptive controls mean mechanical or electronic devices used with outdoor lighting systems, intended to actively regulate the switching, duration, and/or intensity of light emitted by the outdoor lighting system. Examples of adaptive controls include timers, dimmers and motion-sensing switches.

Applicant means a person or entity who seeks a required approval. To be qualified as an applicant, the person or entity must have sufficiently documented legal authority or proprietary interests in the land to commence and maintain proceedings. To avoid confusion, the term will not include anyone other than the property owner(s), tenant(s), or a duly authorized agent and representative of the property owner. As to enforcement between tenant(s) and property owner(s) of a particular piece of property, the property owner(s) shall have ultimate liability for violations of this article.

City means the City of Lago Vista, an incorporated municipality located in Travis County, Texas.

Correlated Color Temperature (CCT) means a measure of the color properties of light emitted by lamps, being equal to the temperature, expressed in Kelvins (K). CCT values are typically provided on lighting manufacturer packaging or data sheets.

Full cut-off fixture or *Fully shielded fixture* means a fixture, as installed, that is designed or shielded in such a manner that all light emitted by the fixture, either directly from the luminaires or indirectly from the fixture, is prevented above a horizontal plane running through the lowest point on the fixture where light is emitted.

Holiday lighting means temporary lighting used for a specific celebration of one of the following types: festoon type low-output lamps, limited to small individual bulbs on a string; low-output lamps used to internally illuminate yard art; or flood or spotlights producing less than 2,000 lumens each whose light source is not visible from any other property.

Initial lamp lumen means the product of the initial number of lumens produced by the light emitting elements of an individual luminaire, multiplied by the luminaire efficiency. If the efficiency is not known, assume 70 percent for a single-family or two-family residential luminaire and 100 percent for a multifamily or nonresidential luminaire.

Lamp or bulb means the light-producing source installed in a luminaire.

Light Pollution means any adverse impact of artificial light including, but not limited to: light trespass, uplighting, uncomfortable distractions to the eye, or any artificial light that diminishes the ability to view the night sky. The term is often used to denote urban sky glow.

Light trespass means light emitted from fixtures that causes light to be cast on a property other than the one where it is installed, upwards toward the sky or any other undesirable location.

Lighting means any source of light other than natural light emitted from celestial objects or fire. It includes any type of lighting, fixed or movable, and designed or used for illumination of buildings or homes, including but not limited to: streetlights, canopies, searchlights, on or within signs, and luminous elements and fixtures attached to buildings, structures, poles, ground mounted or any other location.

Logo means a representation or symbol adopted by a business, organization, or an individual that is used to promote instant public recognition.

Lumen means a unit of measurement that quantifies the amount of light produced by a lamp or bulb or emitted from a fixture (as distinct from "watt," a measure of power consumption). The lumen rating associated with a given lamp is typically indicated on its packaging or available from the manufacturer.

Lumens per acre means the total number of initial lamp lumens produced by all fixtures utilized in outdoor lighting on a property divided by the total area of the property in acres, or part of an acre.

Luminaire means the complete lighting unit, including the lamp, the fixture and other parts or components.

Luminance is a measure of light emitted by or from a surface.

Outdoor or Exterior lighting means temporary or permanent lighting that is installed, located or used in such a manner to cause light to be cast outdoors. Any multifamily or nonresidential fixture that is installed indoors but causes light to shine outside is considered outdoor lighting for the purpose of administering these regulations (See figure A).

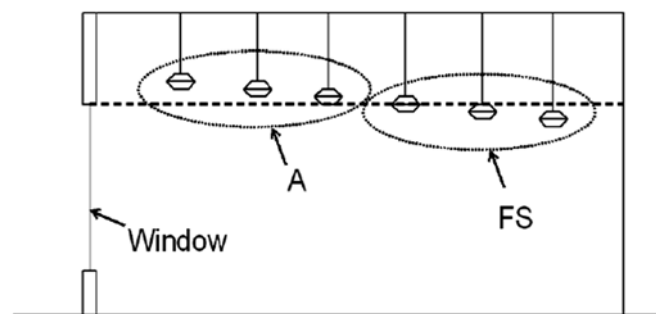


Figure A: Elevation view showing an application of indoor lighting, labeled 'FS,' which is subject to these

requirements and indoor lighting, labeled 'A,' which is installed so that it is typically not subject to these requirements. However, if the structure is elevated such that the luminaries labeled 'A' are visible from another property then, they are also subject to these requirements.

Private lighting means outdoor light fixtures that are owned or leased or operated or maintained or controlled by individual persons, including but not limited to families, partnerships, corporations, and other entities engaged in the conduct of business or other non-governmental activities.

Public lighting means outdoor light fixtures that are owned or leased or operated or maintained or controlled by the City or other governmental entity or entities completely or partly funded by grants obtained by the City or its agents from federal, state or private sources. The light fixtures are normally located on, but are not limited to, streets, highways, alleys, easements, parking lots, parks, playing fields, schools, institutions of higher learning, and meeting places.

Searchlight means a light fixture having a narrow beam intended to be seen in the sky.

Spotlight means a light fixture having a narrow beam.

Temporary lighting means lighting intended for uses of a limited duration; such as holiday decorations, civic events, or construction projects.

Total outdoor light output means the total amount of light, as determined by the sum of the initial lamp lumens attributed to each outdoor or exterior light fixture located on the property.

Up-lighting means lighting that causes light rays to project above a horizontal plane running through the lowest point on the fixture where light is emitted.

Section 3.803 Scope and Applicability

All outdoor or exterior lighting shall be installed in conformance with the provisions of this article, applicable electrical codes, energy codes, and building codes, except as provided herein.

- A. New Construction. All outdoor or exterior lighting associated with newly constructed residential and nonresidential structures permitted after the effective date of this article shall comply with these requirements and other applicable regulations unless otherwise exempted.
- B. Renovations and Repairs. All residential and nonresidential renovations or repairs requiring a permit after the effective date of this article shall comply with these requirements and other applicable regulations unless otherwise exempted. All renovations or repairs that include installation or replacement of exterior or outdoor lighting in excess of 6,200 lumens within any 90 day period shall require a permit.
- C. Nonconforming Existing Lighting. All existing outdoor or exterior lighting that was legally permitted or installed before the effective date of this article but does not conform to the standards imposed shall be considered nonconforming. Nonconforming outdoor or exterior lighting is allowed to remain except as described below.

- (1) Residential Property. All existing outdoor or exterior lighting located on a property that is impacted by improvements authorized by a building permit is required to comply with these requirements within 90 days as a condition of the approval. Without regard to previous permits, all residential property shall comply with these requirements no later than June 21, 2028.
- (2) Multifamily and Nonresidential Property.
 - (A) All nonconforming existing outdoor or exterior lighting that becomes damaged or inoperable and is subsequently repaired, replaced or improved, shall comply with the requirements for new construction.
 - (B) If a nonconforming use or structure has been abandoned for more than twelve months all outdoor or exterior lighting on the property must be brought into compliance as a condition of reoccupation or reuse.
 - (C) Occupied multifamily and nonresidential property shall be brought into compliance with outdoor or exterior lighting requirements no later than June 21, 2023. A new property owner may request a three-year extension to come into compliance if the purchase occurred within this timeframe whenever renovations, repairs or exterior or outdoor lighting replacement requires a permit in accordance with the provisions above.
- (3) Street Lighting. Non-conforming streetlights shall be allowed to remain until replacement is otherwise required. Replacement fixtures and lamps shall comply with the requirements of this article as specified below.

D. Exemptions and Exceptions.

- (1) Outdoor or exterior lighting fixtures, including landscape lighting with a maximum output (regardless of the number of lamps) of 800 lumens per fixture for shielded fixtures, and 450 lumens per fixture for unshielded fixtures, provided that the lamp is not visible from any other property. However, the collective output from these fixtures shall be included in the total output limitation when applicable.
- (2) String, festoon, bistro, and similar lighting, provided that the emission of no individual lamp exceeds fifty (50) lumens, and no installation of such lighting exceeds, in the aggregate, 6,200 lumens. These lights must be rated at or below 2,700 Kelvin.
- (3) Existing nonconforming recreation facility lighting subject to curfews described herein.

- (4) Decorative holiday lighting for no more than 60 days of any calendar year during the hours of 6:00 a.m. to 11:00 p.m. each day, except that flashing holiday lights are prohibited on nonresidential properties.
- (5) Underwater lighting of swimming pools and similar water features.
- (6) Lighting required by law to be installed on surface vehicles and aircraft.
- (7) Airport lighting required by law.
- (8) Lighting required by federal or state laws or regulations.
- (9) Temporary emergency lighting needed by law enforcement, fire, and other emergency services as well as building egress lighting whose electric power is provided by either battery or generator.
- (10) Lighting employed during emergency repairs of roads and utilities provided such lighting is deployed, positioned, and aimed such that the resulting glare is not directed toward any roadway or highway or residence.
- (11) Temporary lighting at construction projects provided such lighting is deployed, positioned, and aimed such that the resulting glare is not directed toward any roadway or highway or residence.
- (12) Temporary lighting, permitted in this article, for theatrical, television, performance areas, or special events provided the need for temporary lighting is referenced in the required permit, lights are positioned safely, and do not result in light trespass.

Section 3.805 Lamps, Fixtures, Shielding and Output Limits

(a) **Streetlights.**

- (1) Streetlights shall be full cut-off fixtures in order to limit light trespass (see Figure B). To the extent that streetlights are replaced or repaired with a light emitting diode (LED) luminaire, the LED luminaire shall have a correlated color temperature (CCT) not to exceed 2,700 Kelvin. New streetlights shall comply with additional requirements contained in Chapter 10.

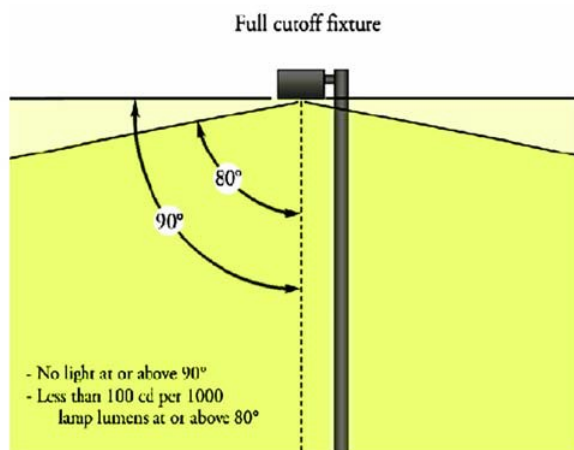


Figure B: Full cutoff fixtures do not allow any light to be emitted above the fixture.

(2) Additional Public Streetlight Requests

- (a) Any person that desires a streetlight be installed on any public street must obtain the written permission of all residents residing within 500 feet of the proposed location for the streetlight. Such written permission must be on a petition signed by the residents living within 500 feet of the proposed location. The petition shall provide for the name(s) of the resident, the lot number, the telephone number and whether or not the resident supports installing the streetlight at the proposed location. Signatures are not required from owners of vacant lots within 500 feet of the proposed streetlight location. The petition shall be attached to a streetlight request form approved by the City Manager.
- (b) After the signatures have been obtained, the petition shall be given to the City Manager for review. The City Manager shall verify that the appropriate signatures have been obtained and that all residents within 500 feet of the proposed location agree to the installation of the streetlight. The City Manager shall then determine whether or not the streetlight is in the city's best interest and, if so, shall make a request to the city's electric provider that a streetlight be installed.
- (c) The City Manager shall inform the city's electric provider that no streetlights are to be installed unless requested by the City Manager. After providing ten (10) days' notice to the offending party that they are in violation of this article, the City Manager may order the streetlight to be removed.

(b) Shielding.

- (1) All outdoor lighting fixtures, except existing governmental owned streetlights, shall be full cut-off fixtures so that the luminous elements of the fixture are not visible from any other property (see Figures C and D).



Figure C: Mounting height or proximity to property lines may cause the luminous elements of a light fixture to require additional shielding. Above are two examples of shielding.

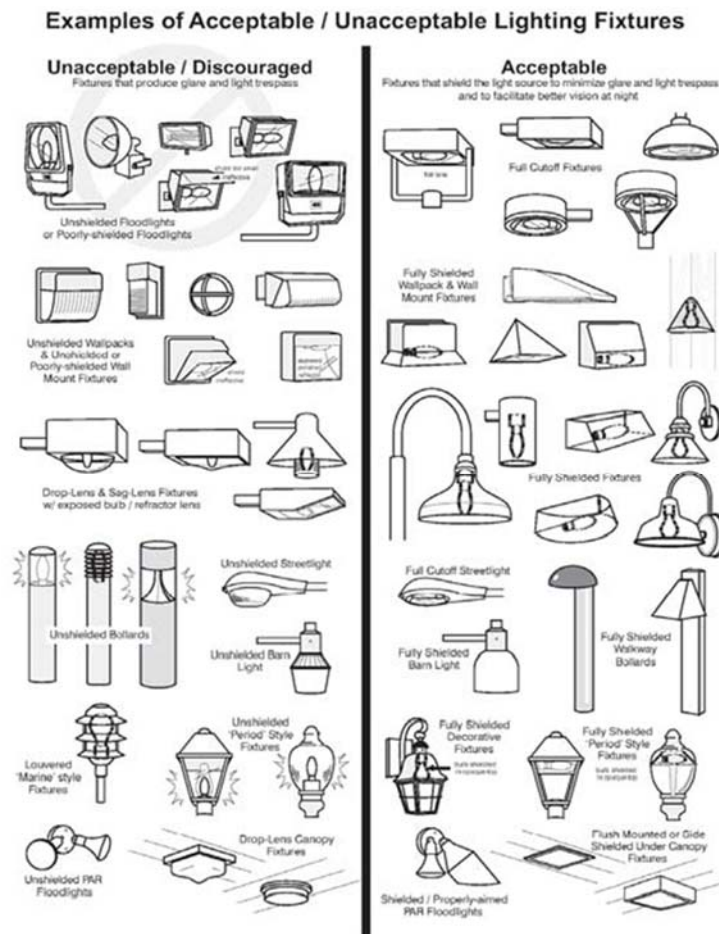


Figure D: The lights on the left are nonconforming due to inadequate shielding. Those on the right can be used in most cases; however, the mounting height and proximity to the property line may require additional shielding to prevent the luminous elements from being visible from other property.

- (2) All outdoor lighting fixtures shall be full cutoff fixtures, except as otherwise specifically permitted by this article (see Figures E and F).

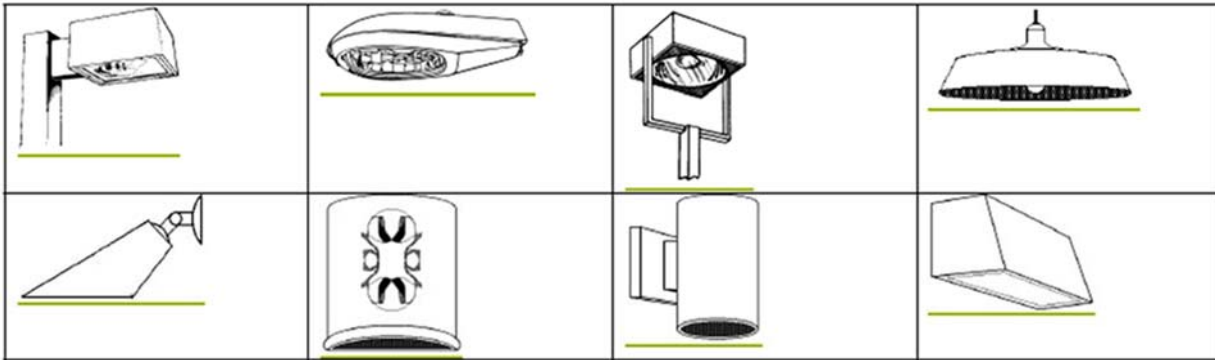


Figure E: This figure shows examples of full cutoff fixtures because they are closed on top and mounted such that the bottom opening is horizontal. Note that the mounting height and proximity to the property line may require additional shielding to prevent the luminous elements from being visible from any other property. A practical way to determine if a light fixture is a full cutoff fixture is that the lamp or tube, any reflective surface or lens cover (clear or prismatic) must NOT be visible when viewed from above or the side.

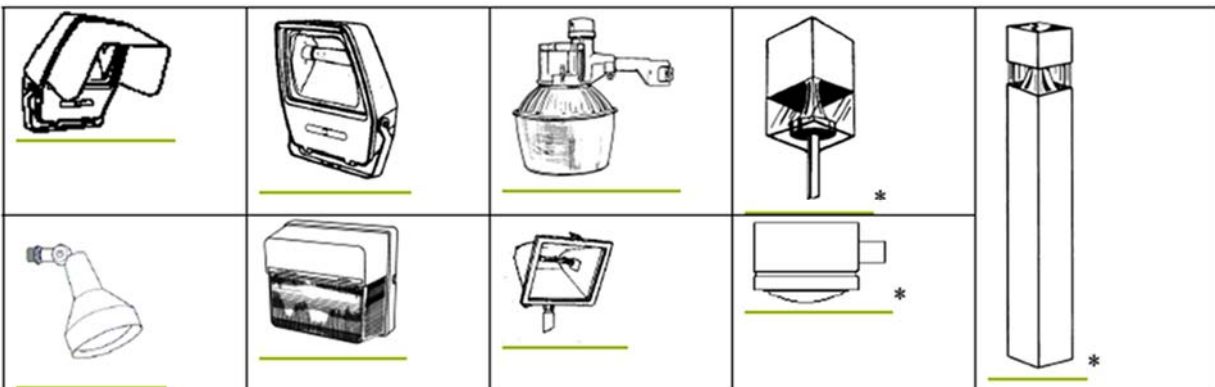


Figure F: This figure illustrates examples of fixtures that are NOT full cutoff fixtures. *Note: Even though the lamps in these fixtures are shielded when viewed from the side or above, reflective surfaces within the fixtures or lens covers are directly visible from the side.

(c) Output Limits.

- (1) Total outdoor light output (excluding governmental owned streetlights used for illumination of public rights-of-way and outdoor recreation facilities) of any nonresidential property shall not exceed 100,000 lumens per acre in any contiguous illuminated area. This lumen per acre limitation is an upper limit and not a design goal; design goals should be the lowest levels that meet the requirement of the task.
- (2) Total outdoor light output (excluding governmental owned streetlights used for illumination of public rights-of-way and outdoor recreation facilities) of any residential property shall not exceed 25,000 lumens per acre in any contiguous illuminated area.
- (3) The correlated color temperature (CCT) of outdoor lighting must not exceed 2,700 Kelvin.

- (d) Outdoor Sports Facilities. Lighting at public and private outdoor sports facilities, including but not limited to playing fields, arenas, tracks, swimming pools, and associated parking lots and walkways will be shielded to the greatest practical extent to reduce glare, safety hazards, light trespass, and light pollution in accordance with all of the following requirements:
- (a) All lighting shall provide levels of illuminance that are adjustable according to task, allowing for illuminating levels not to exceed nationally recognized Illuminating Engineering Society of North America (IESNA) standards according to the appropriate class of play, as well as for lower output during other times, such as when field maintenance is being actively performed; and
 - (b) All light must be extinguished by 11:00 p.m. or within one (1) hour of the end of active play. The outdoor sports facility lighting shall be fitted with mechanical or electronic timers to prevent lights from being left on accidentally overnight.
- (2) Outdoor sports facility lighting will be exempted from the other regulations of this article if its design and installation, as certified by a professional engineer (PE) licensed in the state of Texas, adheres to the version of the International Dark-Sky Association's Criteria for Community-Friendly Outdoor Sports Lighting operative at the time when the construction permit is submitted to the City for review.
- (e) Prohibitions.
- (1) Outdoor up-lighting is prohibited, except in cases where the fixture is shielded by a roof overhang or similar structural shield and a licensed architect or engineer has certified and stamped a prepared lighting plan that ensures that the light fixtures will not cause light to extend beyond the structural shield, except as otherwise specifically permitted elsewhere herein.
 - (2) The installation of any mercury vapor fixture or lamp for use as outdoor lighting is prohibited.
 - (3) The operation of searchlights for advertising purposes is prohibited.
 - (4) The installation of any wall pack style fixture for use as outdoor lighting is prohibited unless the fixture is rated by the manufacturer as full cut-off and otherwise complies with the shielding requirements of this article. Examples of acceptable wall packs, when mounted with light directed downward only are shown in Figure H.



Figure H: Examples of acceptable wall packs.

- (5) The installation of any barn-light style fixture for use as outdoor lighting is prohibited unless the fixture includes a full opaque reflector instead of the standard translucent lens and otherwise complies with the shielding requirements of this article. An example of barn-light style with and without the required opaque reflector is shown in Figure I.



Figure I: Examples of unacceptable and acceptable barn-style light fixture shielding.

Section 3.806 Lighting for Outdoor Signs and Decorative Lighting

- (a) **Indirect Sign Lighting.** Outdoor externally illuminated signs (indirect lighting or backlit signs) shall conform to all provisions of this article and the sign regulations contain in Article 4.800 of Chapter 4 of the Lago Vista Code of Ordinances. In particular, such lighting shall conform to the lamp source, shielding restrictions and be included in the output limit calculation. All upward-directed sign lighting is prohibited except as expressly stated otherwise elsewhere herein.
- (b) **Internal Sign Lighting and Neon Signs.**
- (1) Outdoor internally illuminated signs (direct lighting), whether freestanding or building-mounted, shall be constructed with an opaque background and translucent letters and symbols or with a colored background and lighter letters and symbols (see Figure L). The internally illuminated or backlit portion of the sign cannot be white, cream, off-white, or yellow unless it is part of a registered logo. White, cream, off-white or yellow are permitted in the logo only, provided that such colors in the logo shall represent not more than one-third of the total sign area permitted.

Light Background ☒	Colored Background ☑	Opaque Background ☑
		
		

Figure L: Internally illuminated Signs

- (2) Lamps used for internal or external illumination shall not be included in the total outdoor light output calculation. Luminance levels for operation between sunset and sunrise shall not exceed 117 lumens per square foot (100 candelas per square meter). The illuminated area of an individual sign shall not exceed 200 square feet (18.6 square meters).
 - (3) Neon signs shall be treated as internally illuminated signs for the purposes of these regulations and shall not be included in the total outdoor light output calculation. However, neon lighting extending beyond the “sign area” as defined in Section 4.801 below, shall be considered “decorative” lighting.
- (c) Decorative (non-sign) Lighting. Other internally illuminated panels or decorations not considered signage by Article 4.800 of Chapter 4 of the Lago Vista Code of Ordinances (such as illuminated canopy margins or building panels), shall be considered decorative lighting, and shall be subject to the standards applicable to outdoor or exterior lighting, including but not limited to lamp source, shielding standards and total outdoor light output limits.
- (d) Destination Wayfinding Sign Lighting. Lighting for destination wayfinding signs shall be with ground mounted fixtures directly in front of the sign faces, with light sources shielded from a public right-of-way and limited to arterial street locations. Destination wayfinding signs on other streets shall include reflective surfaces and may not be illuminated.

Section 3.807 Lighting curfews

- (a) The following provisions shall apply to all property except one or two-family residences.
 - (1) All exterior lighting except streetlights that are not adaptively controlled shall be extinguished by 11:00 p.m. or within one (1) hour of the end of normal business hours, whichever occurs later.

- (2) Exterior lighting with adaptive controls shall reduce lighting to 25% or less of the total outdoor light output allowed by 11:00 p.m. or within one (1) hour of the end of normal business hours, whichever occurs later. Adaptive controls may be used to activate lights and resume normal light output when motion is detected and be reduced back to 25% or less of total outdoor light output allowed within 5 minutes after activation has ceased, and the light shall not be triggered by activity off property.
- (3) Businesses whose normal operating hours are (24) twenty-four hours per day are exempt from this provision.
- (b) All public lighting not adaptively controlled must be fully extinguished by 11:00 p.m., or within one (1) hour of the end of occupancy of the structure or area to be lit, whichever is later.
- (c) All outdoor lighting is encouraged to be turned off when no one is present to use the light.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 6, 2024

SUBMITTED BY: Cobby Caputo, City Attorney

SUBJECT: Hold a Public Hearing for discussion, consideration, and possible action on Ordinance No. 24-06-06-01, an ordinance of the City of Lago Vista, Texas, to annex approximately 7.055 acres of land owned by Laverne Estates LP, adjacent and contiguous territory into the incorporated municipal boundaries of the City of Lago Vista, Texas including findings of fact; effective date; repealer; severability; and proper notice and open meetings clauses.

BACKGROUND:

By letter dated December 20, 2023, the landowner, Laverne Estates LP, requested annexation of 7.055 acres of land located at 19708 Boggy Ford Road, located in the ETJ of the City of Lago Vista and adjacent to the current city limits. On April 10, 2024, the landowner asked that the Annexation be taken off the May Council agendas. On May 2, 2024 the landowner requested the annexation be placed on the June 6, 2024 Council agenda.

Subchapter C-3 of Chapter 43 of the Texas Local Government Code controls an annexation at the request of the owner of the property involved. Unlike many other annexation processes, when an owner (or owners) of land request annexation, the process is very streamlined.

The City and the landowner must agree on a Municipal Services Plan, which sets out the municipal services the city will provide if the property is annexed. Council considered and approved the Municipal Services Agreement for this annexation at the April 4, 2024 Council meeting. A copy of the fully-executed Service Agreement is attached.

The City must also conduct one public hearing and must

provide notice to the general public of the public hearing. The City advertised the public hearing for this annexation in the newspaper of record and on its web site, to occur at the June 6, 2024 Council meeting in compliance with the statute. At the public hearing the Council must provide persons interested in the annexation an opportunity to speak. Following public input, the Council may adopt an ordinance annexing the property into the City.

FINDINGS:

The City has received a request for annexation signed by the property owner of 7.055 acres located at 19708 Boggy Ford Road. The proposed annexation was properly noticed for public hearing, and a municipal Services Agreement has been executed with the landowner. The issue is now ripe for Council to conduct the public hearing.

Following the required public hearing, Council can discuss and consider whether to annex the territory into the City.

FINANCIAL IMPACT: None.

ATTACHMENTS:

[Ordinance - 19708 Boggy Ford Road Annexation.pdf](#)

[Exhibit A - Map.pdf](#)

[Exhibit B - Municipal Services Agreement.pdf](#)

CITY OF LAGO VISTA, TEXAS

ORDINANCE NO. 24-06-06-01

ANNEXATION ORDINANCE

AN ORDINANCE OF THE CITY OF LAGO VISTA, TEXAS, TO ANNEX APPROXIMATELY 7.055 ACRES OF LAND OWNED BY LAVERNE ESTATES LP, ADJACENT AND CONTIGUOUS TERRITORY INTO THE INCORPORATED MUNICIPAL BOUNDARIES OF THE CITY OF LAGO VISTA, TEXAS INCLUDING THE FOLLOWING: FINDINGS OF FACT; EFFECTIVE DATE; A REPEALER; SEVERABILITY; AND PROPER NOTICE AND OPEN MEETINGS CLAUSES

WHEREAS, Subchapter C-3 of Chapter 43, of the Texas Local Government Code authorizes a municipality to extend the boundaries of the municipality and annex area adjacent to the municipality in on request of the owners of such property; and

WHEREAS, the City of Lago Vista, Texas (“City”) is a home rule municipality with the rights and privileges thereto; and

WHEREAS, Laverne Estates LP is the owner of the subject property and by letter dated December 20, 2023 requested voluntary annexation of an area consisting of approximately 7.055 acres of land described in Exhibit “A”; and

WHEREAS, the approximately 7.055 acres of land identified in Exhibit “A,” are adjacent and contiguous to the city limits; and

WHEREAS, the City, provide services to property upon annexation as described in the Municipal Services Agreement attached hereto as “B”; and

WHEREAS, the City Council of the City of Lago Vista (“City Council”) has conducted a public hearing on June 6, 2024, at which any person interested in the annexation was afforded an opportunity to be heard regarding the annexation of the area; and

WHEREAS, the City has provided all required notices within the timeframes established under Chapter 43 of the Texas Local Government Code; and

WHEREAS, the City Council deems it to be in the best interest of the citizens of the City to annex said territory into the City.

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

1. FINDINGS OF FACT

All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the Lago Vista, Texas, and are hereby approved and incorporated into the body of this Ordinance as if copied herein in their entirety.

2. ANNEXATION OF TERRITORY

- A.** The property in the area described in Exhibit “A” which is attached hereto and incorporated herein for all purposes, is hereby annexed and brought into the municipal boundaries (i.e., corporate limits) of the City of Lago Vista, and is made an integral part, hereof.
- B.** The official map and boundaries of the City of Lago Vista are hereby amended and revised so as to include the area annexed, and to reflect the expansion of the City’s extraterritorial jurisdiction resulting from such annexation (if any).

3. EFFECTIVE DATE

This ordinance is effective and the annexation achieved herein shall be final and complete upon adoption of this Ordinance on the date set forth below.

4. FILING

- A.** The City Secretary is hereby instructed to include this Ordinance in the records of the City.
- B.** The City Secretary is hereby instructed to have prepared maps depicting the new municipal boundaries and extraterritorial jurisdiction.
- C.** The City Secretary is hereby instructed to file a certified copy of this Ordinance with the Travis County Clerk.

5. SEVERABILITY

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

6. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED this the 6th day of June 2024, by the City Council of the City of Lago Vista, Texas.

THE CITY OF LAGO VISTA:

Kevin Sullivan, Mayor

ATTEST:

Lucy Aldrich, City Secretary

Exhibit “A”
DESCRIPTION OF AREA TO BE ANNEXED

MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF LAGO VISTA, TEXAS
AND LAVERNE ESTATES LP

This Municipal Services Agreement ("Agreement") is entered into on 4th day of April, 2024 by and between the City of Lago Vista, Texas, a home-rule municipality of the State of Texas, ("City") and ~~Laveme Estates~~ LP ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, before the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Owner owns certain parcels of land situated in Tavis County, Texas, which consists of approximately 7.055 acres of land located at 19708 Boggy Ford Road completely within the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request with the City for full-purpose annexation of the Property;

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the request for annexation and execution of this Agreement are subject to approval by the City of Lago Vista Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the request for annexation submitted by Owner.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES.

- a. Following annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.
 - i. Fire and Emergency Medical Services – The City does not provide municipal fire and emergency medical services but this area is served by the Travis County Emergency Services District for fire services and fire prevention activities.
 - ii. Police – The Lago Vista Police Department will provide police protection to the newly annexed Area on the effective date of the annexation at the same or similar level of service now being provided to other areas of the City with similar topography, land use and population as that within the newly annexed Area.
 - iii. Planning, Zoning, and Building – The planning and zoning jurisdiction of the City will be extended to this area on the effective date of the annexation ordinance. The City Council, the Planning and Zoning Commission, and City staff regulate development and land use through the administration of the City's Code of Ordinances which will extend to the newly annexed Area on the effective date of the annexation. .
 - iv. Building Inspection/Code Enforcement Services – The City's Development Services Department will provide building review and inspection services upon annexation of the Area in accordance with the City's Code of Ordinances. This includes issuing building permits for any new construction and remodeling, and enforcing all other applicable laws, codes, and rules which regulate buildings and building construction within the City..
 - v. Publicly Owned Parks, Facilities, and Buildings
 1. Upon the effective date of annexation, residents of the Property will be permitted to utilize all existing publicly owned and publicly available parks, facilities (including libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation.
 2. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.
 - vi. Streets and drainage – The City's Public Works Department will maintain the public streets and any streetlights over which the City has jurisdiction upon the effective date of annexation to the same extent and degree that it maintains other public streets and streetlights in the City. The City will provide, as appropriate, street names signs, traffic control devices, and other traffic system design improvements to the area as needed.
 - vii. Water Service – Water service to the Property will be available upon annexation, on the same terms and conditions as extension of water service to residents of the City. Extension of water service to the Property shall comply

with City codes and ordinances.

- viii. Wastewater Service – Wastewater service to the Property will be available upon annexation, on the same terms and conditions as extension of wastewater service to residents of the City. Extension of wastewater service to the Property shall comply with City codes and ordinances.
- ix. Solid Waste Services – The City does not directly provide municipal sanitation/solid waste collection and disposal services. However, the City has granted an exclusive franchise for these services to Progressive Waste Solutions of TX d/b/a Waste Connections of Texas. Upon the effective date of annexation, the franchisee shall be notified of all newly annexed parcels.
- x. Miscellaneous – All other applicable municipal services will be provided to the area in accordance with policies established by the City of Lago Vista.

- b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
- c. Owner understands and acknowledges that the City departments listed above may change names or be reorganized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

- 5. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the request for annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
- 6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
- 8. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
- 9. **GOVERNING LAW AND VENUE.** Venue for any suit relating to or arising out of this Agreement shall a court of competent jurisdiction located in Travis County, Texas. This Agreement shall be construed in conformity with the provisions of Texas law without giving effect to its conflict of law provision.
- 10. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

11. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
12. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
13. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
14. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.
15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF LAGO VISTA

LAVERNE ESTATES LP

By: *Tracie Hlavinka*
Tracie Hlavinka
City Manager

Date: *4/9/2024*

By: *Sudhakar Karumuri*
Print Name : Sudhakar Karumuri
Authorized Representative

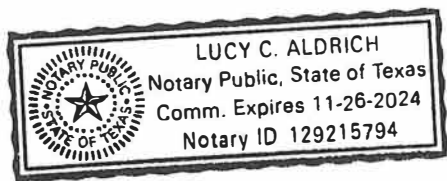
Date: *3/27/2024*

State of Texas §
County of Travis §

This instrument was acknowledged before me on the 4th day of April, 2024
by Tracie Hlavinka, City Manager of the City of Lago Vista, a Texas municipal corporation, on
behalf of said corporation.

By: Lucy C. Aldrich

Notary Public, State of Texas



State of Texas §
County of _____ §

This instrument was acknowledged before me on the _____ day of _____, 20__,
by _____.

By: _____

Notary Public, State of Texas

After Recording Return to:
City Secretary
City of Lago Vista
5803 Thunderbird St #101
Lago Vista, TX 7864

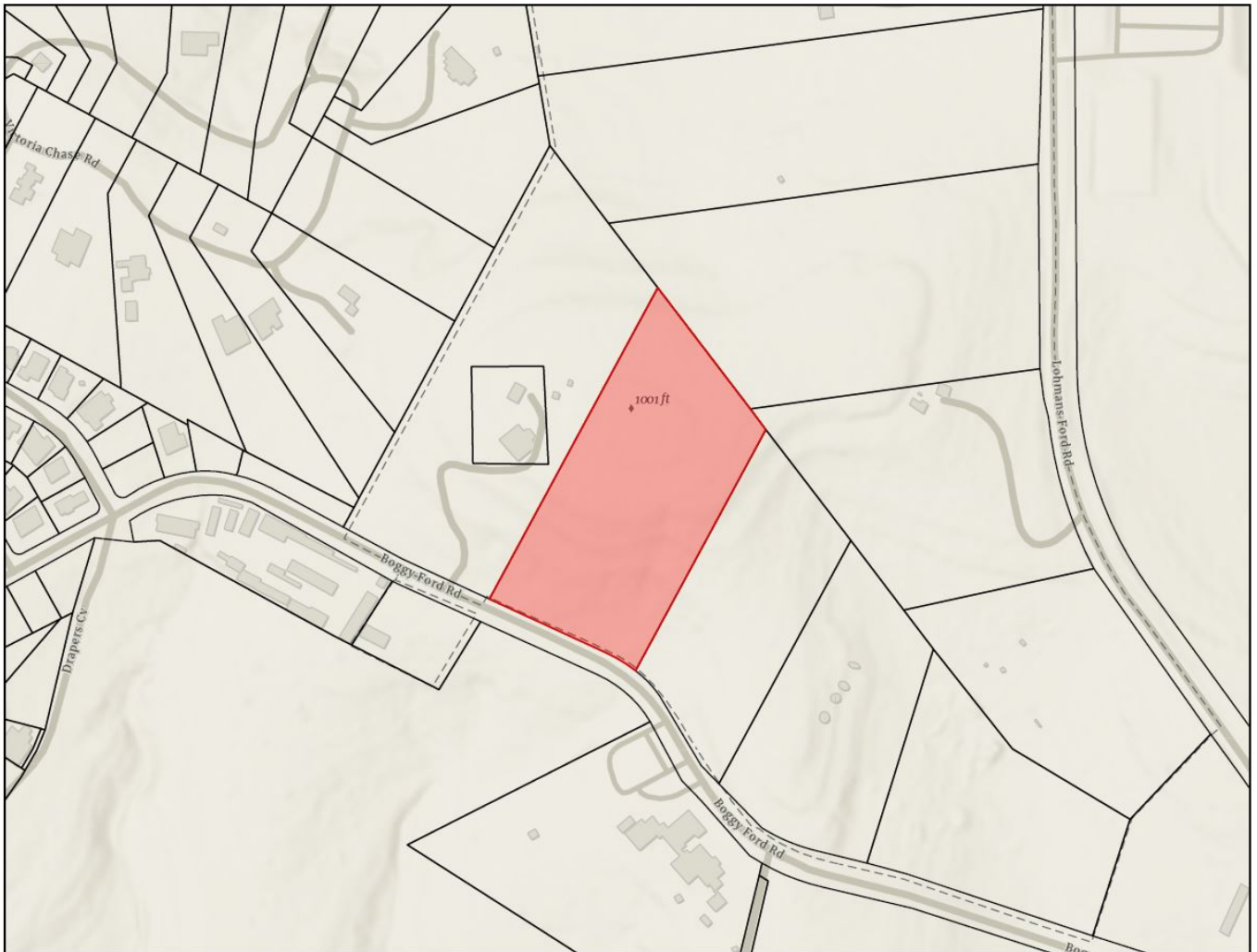
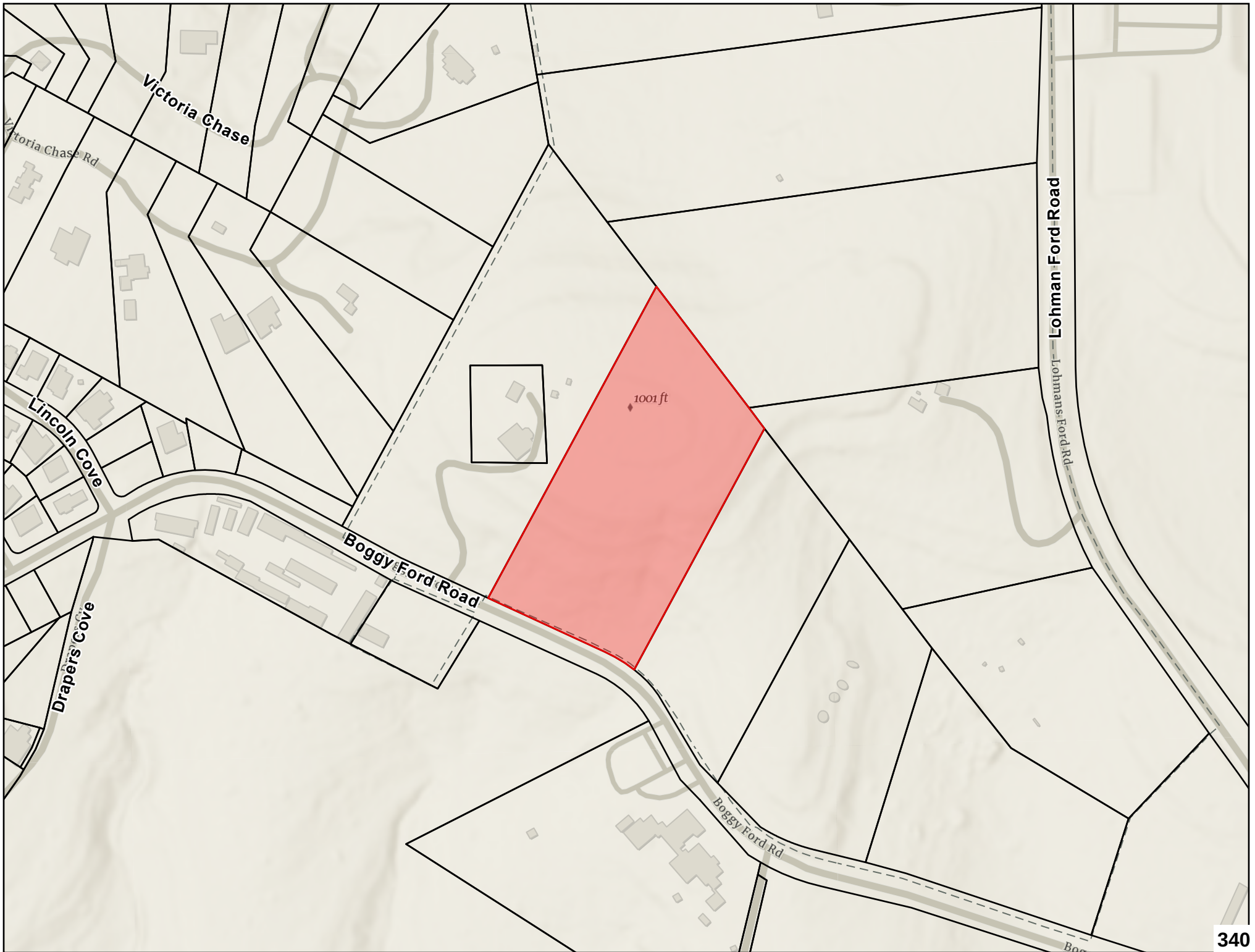
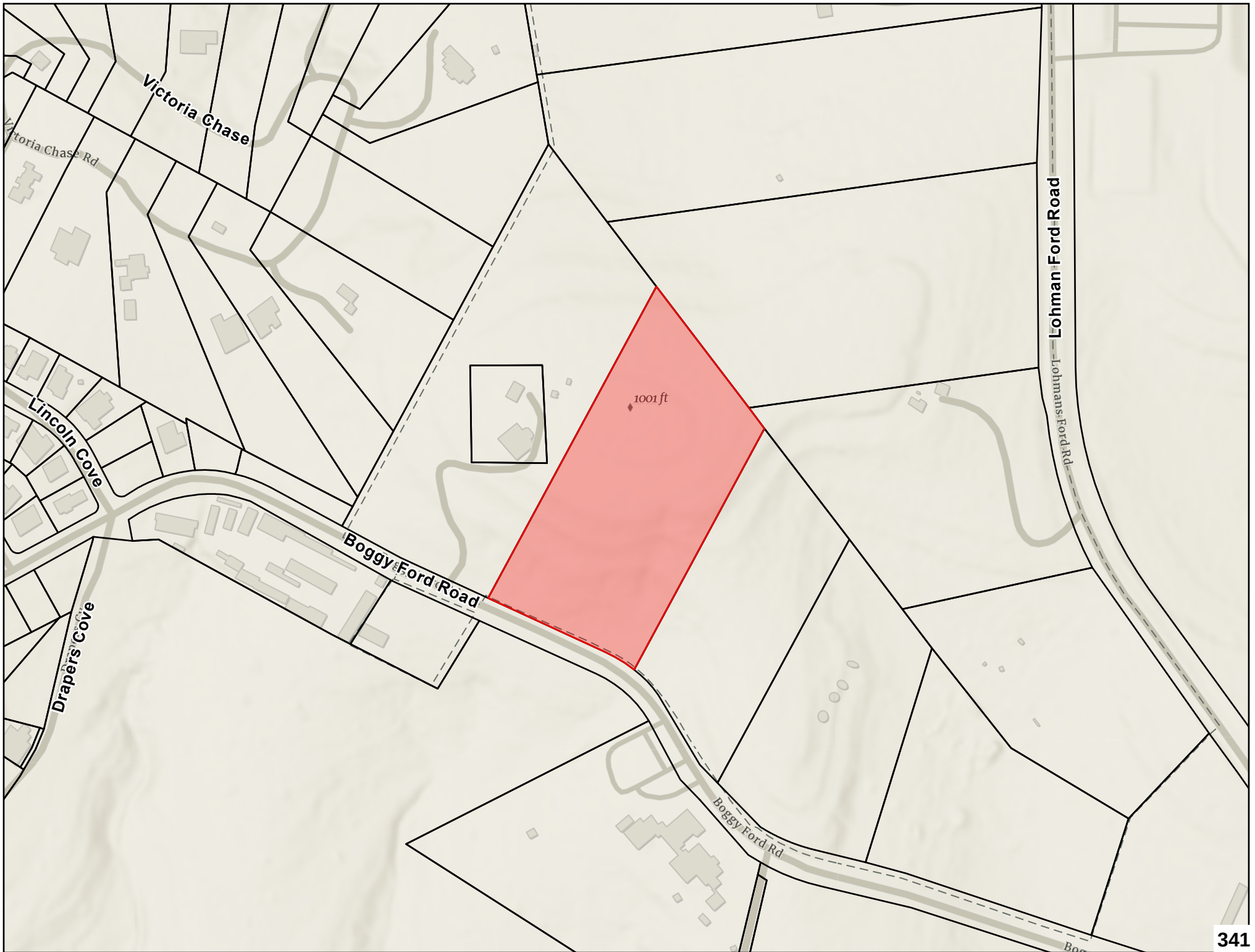


Exhibit “B”
MUNICIPAL SERVICES AGREEMENT





MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF LAGO VISTA, TEXAS
AND LAVERNE ESTATES LP

This Municipal Services Agreement ("Agreement") is entered into on 4th day of April, 2024 by and between the City of Lago Vista, Texas, a home-rule municipality of the State of Texas, ("City") and ~~Laveme Estates~~ LP ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, before the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Owner owns certain parcels of land situated in Tavis County, Texas, which consists of approximately 7.055 acres of land located at 19708 Boggy Ford Road completely within the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request with the City for full-purpose annexation of the Property;

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the request for annexation and execution of this Agreement are subject to approval by the City of Lago Vista Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the request for annexation submitted by Owner.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES.

- a. Following annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.
 - i. Fire and Emergency Medical Services – The City does not provide municipal fire and emergency medical services but this area is served by the Travis County Emergency Services District for fire services and fire prevention activities.
 - ii. Police – The Lago Vista Police Department will provide police protection to the newly annexed Area on the effective date of the annexation at the same or similar level of service now being provided to other areas of the City with similar topography, land use and population as that within the newly annexed Area.
 - iii. Planning, Zoning, and Building – The planning and zoning jurisdiction of the City will be extended to this area on the effective date of the annexation ordinance. The City Council, the Planning and Zoning Commission, and City staff regulate development and land use through the administration of the City's Code of Ordinances which will extend to the newly annexed Area on the effective date of the annexation. .
 - iv. Building Inspection/Code Enforcement Services – The City's Development Services Department will provide building review and inspection services upon annexation of the Area in accordance with the City's Code of Ordinances. This includes issuing building permits for any new construction and remodeling, and enforcing all other applicable laws, codes, and rules which regulate buildings and building construction within the City..
 - v. Publicly Owned Parks, Facilities, and Buildings
 1. Upon the effective date of annexation, residents of the Property will be permitted to utilize all existing publicly owned and publicly available parks, facilities (including libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation.
 2. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.
 - vi. Streets and drainage – The City's Public Works Department will maintain the public streets and any streetlights over which the City has jurisdiction upon the effective date of annexation to the same extent and degree that it maintains other public streets and streetlights in the City. The City will provide, as appropriate, street names signs, traffic control devices, and other traffic system design improvements to the area as needed.
 - vii. Water Service – Water service to the Property will be available upon annexation, on the same terms and conditions as extension of water service to residents of the City. Extension of water service to the Property shall comply

with City codes and ordinances.

- viii. Wastewater Service – Wastewater service to the Property will be available upon annexation, on the same terms and conditions as extension of wastewater service to residents of the City. Extension of wastewater service to the Property shall comply with City codes and ordinances.
- ix. Solid Waste Services – The City does not directly provide municipal sanitation/solid waste collection and disposal services. However, the City has granted an exclusive franchise for these services to Progressive Waste Solutions of TX d/b/a Waste Connections of Texas. Upon the effective date of annexation, the franchisee shall be notified of all newly annexed parcels.
- x. Miscellaneous – All other applicable municipal services will be provided to the area in accordance with policies established by the City of Lago Vista.

- b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
- c. Owner understands and acknowledges that the City departments listed above may change names or be reorganized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

- 5. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the request for annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
- 6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
- 8. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
- 9. **GOVERNING LAW AND VENUE.** Venue for any suit relating to or arising out of this Agreement shall a court of competent jurisdiction located in Travis County, Texas. This Agreement shall be construed in conformity with the provisions of Texas law without giving effect to its conflict of law provision.
- 10. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

11. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
12. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
13. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
14. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.
15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF LAGO VISTA

LAVERNE ESTATES LP

By: *Tracie Hlavinka*
Tracie Hlavinka
City Manager

Date: *4/9/2024*

By: *Sudhakar Karumuri*
Print Name : Sudhakar Karumuri
Authorized Representative

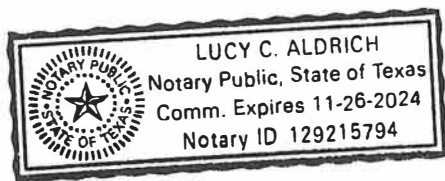
Date: *3/27/2024*

State of Texas §
County of Travis §

This instrument was acknowledged before me on the 4th day of April, 2024
by Tracie Hlavinka, City Manager of the City of Lago Vista, a Texas municipal corporation, on
behalf of said corporation.

By: Lucy C. Aldrich

Notary Public, State of Texas



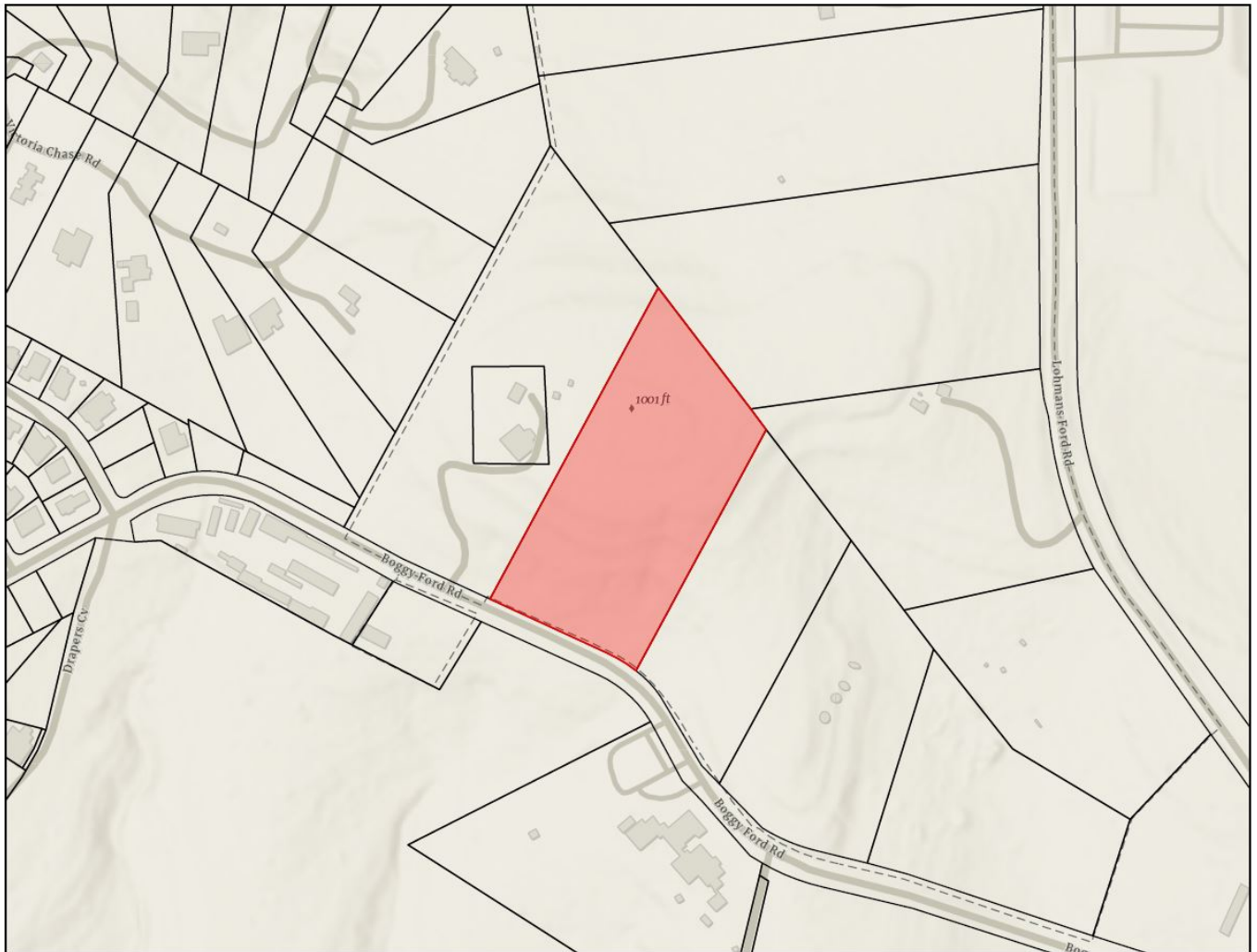
State of Texas §
County of _____ §

This instrument was acknowledged before me on the _____ day of _____, 20__,
by _____.

By: _____

Notary Public, State of Texas

After Recording Return to:
City Secretary
City of Lago Vista
5803 Thunderbird St #101
Lago Vista, TX 7864





Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 6, 2024

SUBMITTED BY: Roy Jambor, Development Services

SUBJECT: Hold a public hearing for discussion, consideration, and possible action on Ordinance No. 24-06-06-02, an ordinance of the City Council of Lago Vista, Texas amending the official zoning map by rezoning the property within the existing "Planned Development District" (PDD) known as the "Majestic", established by Ordinance No. 08-06-19-01, to the P-1B ("Developed Park, Active") zoning district.

BACKGROUND: This application was initiated by the City of Lago Vista pursuant to the Interim Growth Management Policy adopted by Resolution No. 23-1996. The Development Services staff reviewed the list of dormant entitlements with Mr. Joshua Katz, a member of the City Attorney's firm, following the City Council's Strategic Planning Meeting on February 4, 2024. Each entitlement on the list was analyzed against the criteria outlined by Mr. Katz during that Strategic Planning Meeting. This potential application was identified and subsequently authorized as part of the consent agenda at the City Council meeting on March 7, 2024.

Following this cover page is a summary of the unanimous recommendation from the Planning and Zoning Commission to approve the request. Included after this summary is a draft ordinance that aligns with the Commission's recommendation. Additionally, the packet provided to the Planning and Zoning Commission for their use after the required public hearing on May 9, 2024, is included.

The staff report features the date of April 22, 2024, which was the initial date for consideration before a flawed notice was discovered and corrected. We have also included the written comments received to date, resulting from the corrected notice. As no legally significant written opposition has been received from either the property owners or the owners of property within 200 feet of the proposed change, only a simple majority of the Council members is required to approve the proposed change.

Although no written comment was received from the current property owner (the LVPOA), staff have reason to believe that they are aware of the existing "Majestic PDD" and are supportive of the change, as it would relieve them of a future responsibility. While formal documentation of the current property owner's support would provide added reassurance, it is not an essential element of the proposed change. Instead, the absence of a written objection from the property owner is significant, as it would have materially altered the number of Council members required to approve the change.

FINDINGS:

While these applications aim to assist the current owners in identifying feasible uses for their property that align with the community goals adopted in the comprehensive plan, this goal is somewhat loftier than the required findings. Due to the lack of progress towards completion of the project for more than two years since the original 2008 PDD approval by either the previous or the current property owner, the requirements of Section 14.10 of Chapter 14 have been greatly exceeded.

Similarly, the applicable state statutes regarding investment by the ownership group during the immediately preceding two years are also unmet. Even the recent request by the LVPOA to amend the Future Land Use Map came without expense. The comprehensive plan amendment request was undoubtedly a precursor to an application for this same zoning change that the property owners would eventually have made themselves. The need for the change would become apparent once they sought any permit, revealing the existing inconsistent PDD approval.

The broader public interest behind this requested change is to eliminate dormant or otherwise unfeasible approvals from the current zoning map as expressed in the Interim Growth Management Policy. That goal is aligned with the general requirement that to adopt any proposed zoning change ordinance, the City Council must find that:

- the change is in the public interest; and
- the request is deemed to be consistent with the current comprehensive plan.

As such, there can seemingly be no doubt that the current comprehensive plan (as recently amended) considered the current entitlements that are the subject of the application as inconsistent with its recommendations and the proposed change warranted.

Procedurally, it is important to note that the City of Lago Vista is authorized by Chapter 14 of the Code of Ordinances to seek this change in Section 13.20(a) and the previously referenced Section 14.10. Following the initially flawed notice, the Development Services Department staff has documented the completion of all required notice procedures. The required public hearing conducted by the Planning and Zoning Commission was held and their subsequent recommendation has been forwarded to the City Council, with their public hearing on this matter scheduled. The majority of the City Council therefore has the authority to conclude that the requirements have been met and that the change is warranted as being in the public interest and consistent with the Interim Growth Management Policy adopted on November 29, 2023.

FINANCIAL IMPACT: N/A

ATTACHMENTS:

[Replace dormant Majestic PDD packet.pdf](#)

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission considered this application at their regular meeting on May 9, 2024. It was originally scheduled to be considered at a special call meeting on April 22, 2024, but a flawed notice had to be corrected. Fortunately, it was discovered almost immediately. The property owners did not attend the required public hearing or participate using the online forum. However, they did not submit a written comment we are reasonably sure that they are now aware of this PDD approval that they do not wish to avail themselves of. The lack of a written objection is certainly consistent with their current use of the property and their previous request of the Planning and Zoning to amend the Future Land Use Map of the current comprehensive plan to accommodate any future development plans for additional amenities for the benefit of their members.

Following the public hearing, the Planning and Zoning Commission unanimously recommended approval of an ordinance amendment that would repeal the existing “Majestic PDD” (established by Ordinance No. 08-06-19-01) in favor of a change to the P-1B (“Developed Park, Active”) zoning district. Six of the seven regular members were present along with an alternate member and all participated in the unanimous recommendation.

ORDINANCE NO. 24-06-06-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, AMENDING THE OFFICIAL ZONING MAP BY REZONING THE PROPERTY WITHIN THE EXISTING “PLANNED DEVELOPMENT DISTRICT” (PDD) KNOWN AS THE “MAJESTIC” ESTABLISHED BY ORDINANCE NO. 08-06-19-01 TO THE P-1B (“DEVELOPED PARK, ACTIVE”) ZONING DISTRICT; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, in the absence of any known activity or investment in the previous two years by the owners of the property more particularly described in the attached **Exhibit “A”** (referred to hereinafter as the “Property”), the authority of Section 14.10 of Chapter 14 of the Lago Vista Code of Ordinances, and pursuant to the Interim Growth Management Policy adopted by Resolution No. 23-1996, the City of Lago Vista has filed an application requesting an amendment to consider rezoning this Property from an existing “Planned Development District” (PDD) known as the “Majestic” established by Ordinance No. 08-06-19-01 to the P-1B (“Developed Park, Active”) zoning district; and

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

WHEREAS, the owner of the Property formally requested the Planning and Zoning Commission on August 5, 2022, to initiate an amendment to the Future Land Use Map component of the current comprehensive master plan to change the designation of the property from “medium-density residential” to “POA Park;” and

WHEREAS, that amendment was approved by the Lago Vista City Council through the adoption of Ordinance No. 22-10-11-01 and the requested amendment is therefore consistent with the current comprehensive master plan as required by Section 13 of the City of Lago Vista Zoning Ordinance; and

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

WHEREAS, the Planning and Zoning Commission at its public hearing held on May 9, 2024, and the City Council at its public hearing held on June 6, 2024, have both reviewed the request and the circumstances of the Property, and find that approval of the change is warranted, consistent with the intent of the current property owner, and consistent with the Interim Growth Management Policy adopted by Resolution No. 23-1996; and

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

WHEREAS, the City desires that development within its corporate limits occur in an orderly manner in order to protect the health, safety, and welfare of its present and future citizens, protect property values and provide for the growth of the City's tax base; and

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

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

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

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

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

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

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

Section 3. Rezoned Property. The Zoning Code is hereby amended by zoning the Property described in **Exhibit "A"** attached to this Ordinance, from a "Planned Development District" (PDD) known as the "Majestic" established in Ordinance No. 08-06-19-01 to the P-1B ("Undeveloped Park, Active") zoning district.

Section 4. Change of Zoning Map. The City Manager is hereby authorized to and shall promptly note the zoning change on the official Zoning Map of the City of Lago Vista, Texas.

Section 5. 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 6. Repealer. The Zoning Ordinance and all other applicable portions of the Lago Vista Code of Ordinances are amended as required to incorporate the amendment as described herein. Any portion of the Zoning Ordinance, Comprehensive Master Plan, or any applicable ordinance in conflict with this Ordinance is hereby repealed or amended to the extent of such conflict only. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the city, the terms of this ordinance shall govern.

Section 7. Penalty. Any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances, Section 1.109 General Penalty for Violations of Code; Continuing Violations of the City of Lago Vista, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

Section 8. Publication Clause. The City Secretary of the City of Lago Vista is hereby directed to publish in the Official Newspaper of the City of Lago Vista the Caption, and Effective Date Clause of this Ordinance as required by Section 52.013 of the *Texas Local Government Code*.

Section 9. 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 10. 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 6th day of June, 2024.

Kevin Sullivan, Mayor

ATTEST:

Lucy Aldrich, City Secretary

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

EXHIBIT "A"

Legal Description

8.9092 ACRES OUT OF THE H. & O. B. RAILROAD COMPANY SURVEY NO. 35, THE L. W. SIMPSON SURVEY NO. 610 AND THE GEORGE JOHNSON SURVEY NO. 535 IN TRAVIS COUNTY, TEXAS BEING ALL OF LOTS 21234 THROUGH 21264 AND PORTIONS OF LOTS 21231 THROUGH 21233, HIGHLAND LAKES ESTATES, SECTION TWENTY-ONE, A SUBDIVISION RECORDED IN VOL. 55 PG. 59, TRAVIS COUNTY, TEXAS PLAT RECORDS, SUBSEQUENTLY VACATED IN VOL. 5011 PG. 1696 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS. ALSO BEING A PORTION OF A 10.3612 ACRE TRACT CONVEYED TO KELLYWOOD, INC. IN DOC. NO. 2007195793 OF THE TRAVIS COUNTY, TEXAS REAL PROPERTY RECORDS. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½" iron pin found on the North R.O.W. of Boggy Ford Road being the Southeast corner of Lot 21226 of said Highland Lakes Estates, Section Twenty-One for the Southwest corner of this tract and the **POINT OF COMMENCING**.

THENCE N 17° 56' 18" W, 223.15 feet to a ½" iron pin found being the Northeast corner of said Lot 21226 also being on the South line of Lot 21224 of said Highland Lakes Estates, Section Twenty-One for the Northwest corner of this tract.

THENCE N 72° 02' 18" E with the South line of Lots 21224 through 21221 of said Highland Lakes Estates, Section Twenty-One, 321.61 feet to a point for the Northwest corner of this tract and the **POINT OF BEGINNING**.

THENCE continuing with the South line of Lots 21224 through 21203 of said Highland Lakes Estates, Section Twenty-One the following four (4) courses:

- 1) N 72° 02' 18" E, 144.31 feet to a ½" iron pin found.
- 2) N 61° 14' 39" E, 663.01 feet to a ½" iron pin found.
- 3) N 29° 25' 28" E, 667.39 feet to a ½" iron pin found.
- 4) N 40° 07' 32" E, 243.93 feet to a ½" iron pin found at the Southeast corner of said Lot 21203 also being on the West R.O.W of Poe Cove for the Northeast corner of this tract.

THENCE with the West R.O.W. of Poe Cove the following four (4) courses:

- 1) S 49° 52' 28" E, 19.28 feet to a ½" iron pin set at a point of curve to the right.
- 2) Along said curve to the right whose elements are R=33.55, L=40.43 whose chord bears S 15° 32' 33" E, 38.03 feet to a ½" iron pin found at a point of reversed curve.

- 3) Along said curve to the left whose elements are $R=98.01$, $L=117.47$ whose chord bears $S\ 15^{\circ}\ 26'\ 51''\ E$, 110.57 feet to a $\frac{1}{2}$ " iron pin found.
- 4) $S\ 49^{\circ}\ 54'\ 37''\ E$, 58.18 feet to a $\frac{1}{2}$ " iron pin found at a point of curve to the right being the intersection of the West R.O.W. of Poe Cove and the North R.O.W. of Boggy Ford Road for the Southeast corner of this tract.

THENCE with the North R.O.W. of Boggy Ford Road the following six courses:

- 1) Along said curve to the right whose elements are $R=20.00$, $L=31.07$ whose chord bears $S\ 05^{\circ}\ 35'\ 25''\ E$, 28.04 feet to a $\frac{1}{2}$ " iron pin found.
- 2) $S\ 40^{\circ}\ 03'\ 48''\ W$, 119.26 feet to a $\frac{1}{2}$ " iron pin found.
- 3) $S\ 29^{\circ}\ 21'\ 37''\ W$, 569.77 feet to a $\frac{1}{2}$ " iron pin found at a point of curve to the right.
- 4) Along said curve to the right whose elements are $R=485.27$, $L=269.60$ whose chord bears $S\ 45^{\circ}\ 19'\ 27''\ W$, 266.14 feet to a $\frac{1}{2}$ " iron pin found.
- 5) $S\ 61^{\circ}\ 13'\ 40''\ W$, 610.37 feet to a $\frac{1}{2}$ " iron pin found.
- 6) $S\ 69^{\circ}\ 42'\ 01''\ W$, 235.31 feet to a point of the Southwest corner of this tract.

THENCE through the interior of said Highland Lakes Estates, Section Twenty-One the following three courses:

- 1) $N\ 20^{\circ}\ 17'\ 59''\ W$, 138.39 feet to a point.
- 2) $N\ 70^{\circ}\ 52'\ 08''\ E$, 80.00 feet to a point.
- 3) $N\ 20^{\circ}\ 17'\ 59''\ W$, 189.94 feet to the **POINT OF BEGINNING** and containing 8.9092 acres more or less.

**LAGO VISTA PLANNING AND ZONING COMMISSION
STAFF LAND USE REPORT – APRIL 22, 2024**



P&Z CASE NO:	23-2623-R-REZ: 21400 / 21300 Block of Boggy Ford Road
APPLICANT:	City of Lago Vista, Texas (Tracie Hlavinka, City Manager)
LANDOWNER:	Lago Vista Property Owners Association
LOCATION:	North side of Boggy Ford Road west of Poe Cove
ZONING:	PDD ("The Majestic")
PROPOSED USE:	P-1B ("Developed Park, Active") Zoning District

GENERAL INFORMATION / LOCATION:

- Like all the applications that require a public hearing on this agenda, this request has been initiated pursuant to the Interim Growth Management Policy that was adopted by the Lago Vista City Council on May 4, 2023. The first item in that policy creates an obligation by the Development Services Department staff to generate and maintain a list of dormant or potentially dormant entitlements for use by the Council. At the most recent Strategic Planning Meeting of the Lago Vista City Council on February 24, 2024, the City Attorney and Development Services Director were instructed to identify existing zoning entitlements from that larger list that might warrant additional review for current or continuing viability. Portions of four existing entitlements were presented for consideration by the Council on March 7, 2024, which resulted in an authorization for the City Manager to initiate the applications scheduled for a public hearing during this meeting.
- This application involves approximately 8.9092 acres of undeveloped property on the north side of Boggy Ford Road east of the existing Activity Center owned by the Lago Vista Property Owners Association at the intersection of American Drive. The subject property extends further to the east until reaching the intersection of Poe Cove. Although currently owned by the Lago Vista Property Owners Association, but was formerly approved as a PDD referred to as "the Majestic" in the exhibits of Ordinance Number 08-06-19-01. That ordinance approved a change from the C-1 ("Professional Office, Neighborhood Retail") commercial zoning district to a Planned Development District for attached housing with an average density of almost 9 units per acre.
- On September 8, 2022, the Planning and Zoning Commission considered and recommended a request from the Lago Vista Property Owners Association to change the designation of this same property in the current comprehensive plan from "Medium Density Residential" to "POA Park." That request included changes to other commonly owned property with some tracts in this same area and others that are closer to their facilities near Bar-K Ranch Road. Those recommendations became the basis of Ordinance Number 22-10-11-01 adopted the following month by the Lago Vista City Council. One purpose of the Interim Growth Management Policy mentioned above is to eliminate dormant and apparently obsolete or unfeasible zoning entitlements. It is coincidental that the current application provides an opportunity to accommodate the recently confirmed desire of this specific property owner to change the current zoning designation for the subject property in the near future. That status nonetheless lends credence to this application by the City of Lago Vista and leaves opposition from the current property owner unlikely.

SITE PLAN / CONTEXT CONSIDERATIONS:

- In the process of coordinating the preparation of the notice maps, the Public Works Department GIS staff and the Development Services Department staff became aware of a discrepancy between the legal description used in Ordinance Number 08-06-19-01 and the concept plan attached to that same ordinance as an exhibit. The legal description for that ordinance includes exactly 8.902 acres of land which approximates the area that excludes the tract of land immediately adjacent to the LVPOA Activity Center that includes the parking lot for that facility. However, the exhibit attached to that same ordinance containing the associated concept plan clearly includes that same tract of land. Moreover, it is labeled as "Lot 1" and described as having C-1 zoning, the same district designation of the legally described property had prior to adoption of the PDD.

- The concept plan also describes that tract as including 1.45 acres and accommodating what appears to be the drainage and water quality improvements required by the entire development including the “duplex” residential units. The typical method to resolve the discrepancy is for the GIS staff to “graph” the metes and bounds legal description in a software application and then compares the results with the other available depictions of the same property. However, that task was not completed prior to the deadline for preparing the required notices for mailing no less than 15 days prior to the public hearing. As a result, the GIS staff elected to include the larger potential area of land within the notification boundary. Sending too many notices would conform to the notice requirements so long as we resolved the discrepancy before determining the consequences of written objections received prior to action on the application by the Lago Vista City Council.
- The TCAD deed history suggested that the LVPOA acquired a total of approximately 10.36 acres of land from an entity that included the individual property owner identified in Ordinance Number 08-06-19-01. The tract that currently includes the parking lot for the Activity Center was part of that acquisition, maintaining the possibility that the legal description used in that ordinance contained a simple error in calculating the total acreage. The area of land included in the acquisition precisely matched the area described in the concept plan included in the attached exhibit. However, during the process of editing those exhibits for use in this packet, the Development Services Department staff discovered the very simple source of the discrepancy.
- While the attached concept plan clearly depicts the 1.45 acres described as “Lot 1,” the tabulation included in that same exhibit describes the balance of the property (“Lot 2”) as being the approximately “8.91 acres” that is included in the legal description of the PDD. It is certainly misleading to include “Lot 1” in the concept plan of a PDD while simultaneously excluding it from the legal description of the same PDD. That is particularly true when that property is necessary for the drainage improvements required by the approvals related to “Lot 2.” For example, imagine the problems that would have resulted if the property owner sold “Lot 2” and its entitlements without including “Lot 1.” The approval would likely no longer be able to meet various other requirements or remain validly consistent with Ordinance Number 08-06-19-01.

RELEVANT ORDINANCE PROVISIONS / COMPREHENSIVE PLAN CONSIDERATIONS:

- As opposed to the existing PDD or a zoning district change to accommodate a multifamily or commercial development, there is no requirement for a concurrent design approval in accordance with Section 6.105 of Chapter 14 for a change to the P-1B (“Developed Park, Active”) zoning district. While it might ultimately transpire that this review will be required as a prerequisite to a permit for one of the many structures that this zoning district permits, it also permits uses that might not include any structures to review or issues to address. Moreover, it is very likely that at least some of this property will remain open space or be used as a small neighborhood park for LVPOA members for the foreseeable future. There is no sound reason to require speculation in advance of a desire to seek construction permits. That is even more illogical since the applicant is the City of Lago Vista rather than the property owner.
- As mentioned above, the comprehensive plan was amended in 2022 to designate property owned by the LVPOA as “POA Park.” That amendment included the approximately 10.36 acres depicted in the existing PDD concept plan, not just the 8.91 acres included in the legal description. What is difficult to explain is why the 8.91 acres included in the legal description of the “Majestic PDD” remained designated as “Medium Density Residential” in a comprehensive plan originally adopted in 2016. According to the TCAD data, the LVPOA acquired the 10.36 acres by a deed executed by Kellywood Inc. on October 30, 2009. This is the type of apparent error, failure to account for a conveyance that made development consistent with the existing zoning entitlement unlikely, that should remain distinct from a change in circumstances that could not be reasonably anticipated in 2016 when the comprehensive plan was adopted.

- Given the recently stated intent of the current property to seek this same zoning change in the near future, written opposition from that source seems unlikely. There is also no reason to anticipate written objection from the owners of property within 200 feet of the application to a potential future amenity that they will have access to as LVPOA members. Nonetheless, since the applicant is the City of Lago Vista, the notices will also include the owner of the subject property, the LVPOA. While unrelated to one of the currently applicable purposes of the Interim Growth Management Policy in eliminating dormant and unfeasible zoning entitlements, they are the unintended beneficiaries of this application. It is also undoubtedly accurate that this likely dormant entitlement was more easily discovered because it involved an undeveloped PDD approval. Traditional zoning change approvals that might be equally unfeasible or dormant are more difficult to identify by the study of an existing zoning map. Moreover, it emphasizes the importance of an accurate comprehensive plan that includes an evaluation of the viability of existing zoning entitlements.

POTENTIAL ALTERNATIVE RECOMMENDATIONS:

- A. Recommend approving the requested change to the P-1B ("Developed Park, Active") zoning district.
 - B. Recommend denying the requested change to the P-1B ("Developed Park, Active") zoning district.
-

23-2623-R-REZ

Existing “Majestic PDD” (north side of Boggy Ford Road)

Attachment 1

Application



CITY OF LAGO VISTA • DEVELOPMENT SERVICES
5803 THUNDERBIRD STREET • P.O. BOX 4727 • LAGO VISTA, TX 78645

Tel. (512) 267-5259

Fax (512) 267-5265

NOTE: Applicants should seek legal advice concerning the applicability of any existing private covenants or deed restrictions and their ability to be enforced or waived by other specific property owners.

APPLICATION FOR ZONING DISTRICT CHANGE

Contact Person: Tracie Hlavinka **Fee:** See Ordinance Appendix A (non-refundable)
Contact Phone: (512) 267-1155 x100 **Contact Email:** tracie.hlavinka@lagovistatexas.gov
Property Owner(s):* Lago Vista Property Owners' Association
Owner's mailing address: PO Box 4766, Lago Vista, TX 78645

COMPLETE LEGAL DESCRIPTION OF SUBJECT PROPERTY

Subdivision, Section and Lot Number(s) if platted. Attach metes & bounds or equal description otherwise*

See attached.

Municipal Address(es)* if applicable: North side of Boggy Ford Road west of Poe Cove

NATURE OF REQUEST

Current Zoning District(s): PDD **Requested District:** P-1B (Developed Park, Active)

Purpose or Basis of Request* (if PDD, include whether concept and/or detail plan approval is sought):

To replace a dormant PDD with a zoning entitlement that is consistent with the property owner's 2022 request to amend the future land use map within the current Lago Vista comprehensive plan

Additional individual(s) authorized to act on behalf of the property owner(s)* regarding this application:

Name of Agent: _____ **Email:** _____

Mailing Address: _____ **Phone:** _____

NOTE: Applications must be complete including all applicable portions of this form, payment of fees and all required drawings or documentation. All applications are accepted provisionally pending a completion review. **PLEASE TAKE SPECIFIC NOTICE AND INCORPORATE OR ADDRESS ALL LOCAL ORDINANCE REQUIREMENTS IN YOUR APPLICATION.**

Tracie Hlavinka

April 1, 2024

Property Owner's signature(s)*

Date

***Attach additional sheets as required**

EXHIBIT "A"

Legal Description

8.9092 ACRES OUT OF THE H. & O. B. RAILROAD COMPANY SURVEY NO. 35, THE L. W. SIMPSON SURVEY NO. 610 AND THE GEORGE JOHNSON SURVEY NO. 535 IN TRAVIS COUNTY, TEXAS BEING ALL OF LOTS 21234 THROUGH 21264 AND PORTIONS OF LOTS 21231 THROUGH 21233, HIGHLAND LAKES ESTATES, SECTION TWENTY-ONE, A SUBDIVISION RECORDED IN VOL. 55 PG. 59, TRAVIS COUNTY, TEXAS PLAT RECORDS, SUBSEQUENTLY VACATED IN VOL. 5011 PG. 1696 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS. ALSO BEING A PORTION OF A 10.3612 ACRE TRACT CONVEYED TO KELLYWOOD, INC. IN DOC. NO. 2007195793 OF THE TRAVIS COUNTY, TEXAS REAL PROPERTY RECORDS. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½" iron pin found on the North R.O.W. of Boggy Ford Road being the Southeast corner of Lot 21226 of said Highland Lakes Estates, Section Twenty-One for the Southwest corner of this tract and the **POINT OF COMMENCING**.

THENCE N 17° 56' 18" W, 223.15 feet to a ½" iron pin found being the Northeast corner of said Lot 21226 also being on the South line of Lot 21224 of said Highland Lakes Estates, Section Twenty-One for the Northwest corner of this tract.

THENCE N 72° 02' 18" E with the South line of Lots 21224 through 21221 of said Highland Lakes Estates, Section Twenty-One, 321.61 feet to a point for the Northwest corner of this tract and the **POINT OF BEGINNING**.

THENCE continuing with the South line of Lots 21224 through 21203 of said Highland Lakes Estates, Section Twenty-One the following four (4) courses:

- 1) N 72° 02' 18" E, 144.31 feet to a ½" iron pin found.
- 2) N 61° 14' 39" E, 663.01 feet to a ½" iron pin found.
- 3) N 29° 25' 28" E, 667.39 feet to a ½" iron pin found.
- 4) N 40° 07' 32" E, 243.93 feet to a ½" iron pin found at the Southeast corner of said Lot 21203 also being on the West R.O.W of Poe Cove for the Northeast corner of this tract.

THENCE with the West R.O.W. of Poe Cove the following four (4) courses:

- 1) S 49° 52' 28" E, 19.28 feet to a ½" iron pin set at a point of curve to the right.
- 2) Along said curve to the right whose elements are R=33.55, L=40.43 whose chord bears S 15° 32' 33" E, 38.03 feet to a ½" iron pin found at a point of reversed curve.

- 3) Along said curve to the left whose elements are $R=98.01$, $L=117.47$ whose chord bears $S\ 15^{\circ}\ 26'\ 51''\ E$, 110.57 feet to a $\frac{1}{2}$ " iron pin found.
- 4) $S\ 49^{\circ}\ 54'\ 37''\ E$, 58.18 feet to a $\frac{1}{2}$ " iron pin found at a point of curve to the right being the intersection of the West R.O.W. of Poe Cove and the North R.O.W. of Boggy Ford Road for the Southeast corner of this tract.

THENCE with the North R.O.W. of Boggy Ford Road the following six courses:

- 1) Along said curve to the right whose elements are $R=20.00$, $L=31.07$ whose chord bears $S\ 05^{\circ}\ 35'\ 25''\ E$, 28.04 feet to a $\frac{1}{2}$ " iron pin found.
- 2) $S\ 40^{\circ}\ 03'\ 48''\ W$, 119.26 feet to a $\frac{1}{2}$ " iron pin found.
- 3) $S\ 29^{\circ}\ 21'\ 37''\ W$, 569.77 feet to a $\frac{1}{2}$ " iron pin found at a point of curve to the right.
- 4) Along said curve to the right whose elements are $R=485.27$, $L=269.60$ whose chord bears $S\ 45^{\circ}\ 19'\ 27''\ W$, 266.14 feet to a $\frac{1}{2}$ " iron pin found.
- 5) $S\ 61^{\circ}\ 13'\ 40''\ W$, 610.37 feet to a $\frac{1}{2}$ " iron pin found.
- 6) $S\ 69^{\circ}\ 42'\ 01''\ W$, 235.31 feet to a point of the Southwest corner of this tract.

THENCE through the interior of said Highland Lakes Estates, Section Twenty-One the following three courses:

- 1) $N\ 20^{\circ}\ 17'\ 59''\ W$, 138.39 feet to a point.
- 2) $N\ 70^{\circ}\ 52'\ 08''\ E$, 80.00 feet to a point.
- 3) $N\ 20^{\circ}\ 17'\ 59''\ W$, 189.94 feet to the **POINT OF BEGINNING** and containing 8.9092 acres more or less.

23-2623-R-REZ

Existing “Majestic PDD” (north side of Boggy Ford Road)

Attachment 2

Existing PDD Ordinance

CITY OF LAGO VISTA, TEXAS

ORDINANCE NO. 08-06-19-01

AN ORDINANCE OF THE CITY OF LAGO VISTA, TEXAS, AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP BY REZONING AN 8.9092 ACRE TRACT OF LAND LOCATED ON BOGGY FORD ROAD NEAR ITS INTERSECTION WITH AMERICAN DRIVE FROM THE C-1 ZONING DISTRICT TO PDD, PLANNED DEVELOPMENT DISTRICT, MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, Keith J. Kelly the owner of approximately 8.9092 acre property more particularly described on the attached **Exhibit "A"** (described hereinafter as the "Property"), has requested that the Property be rezoned from its current C-1 to PDD;

WHEREAS, after giving ten (10) days written notice to the owners of land within 200-feet of the Property, the Planning and Zoning Commission and City Council held a public hearing on the proposed re-zoning on the Property;

WHEREAS, after publishing notice to the public at least fifteen (15) days prior to the date of such hearing, the Planning and Zoning Commission and the City Council at a public hearing have reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property has transpired;

WHEREAS, the City desires that development within its corporate limits occur in an orderly manner in order to protect the health, safety, and welfare of its present and future citizens, protect property values and provide for the growth of the City's tax base; and

WHEREAS, the City desires to control the development standards for the Property,

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact. The Commission, City Manager and City Council find that this Ordinance satisfies the requirements of Section 13 of the City of Lago Vista Zoning Ordinance.

Section 2. Amendment of Zoning Ordinance. The Zoning Ordinance and the Official Zoning Map and other applicable ordinances are hereby modified and amended by rezoning the Property as set forth in Section 3.

Section 3. Rezoned Property. The Zoning Map is hereby amended by changing the zoning district for the Property, being an 8.9092 acre tract of land described on **Exhibit "A"** attached to this ordinance, from the current C-1 zoning district to the PDD zoning district.

Section 4. Zoning Requirements. The zoning requirements for the Property shall be those of the R-4 zoning district except as stated in the following:

1. Height: Maximum building height shall be 26 feet 7 inches from the average grade of the ground below the foundation of a building.
2. Setback: Building setback from Boggy Ford Road shall not be less than 20 feet.
3. Parking in the private drive shall be prohibited. The private road shall be a fire lane.
4. Site plan. The Property shall be developed according to the Planned Development Plan, Exhibit "B".
5. Building Elevations. Buildings shall be constructed according to the building elevations, Exhibit "C".
6. Along the property line adjoining the R-2 zoning district, within an area no less than 10 feet wide, one existing tree or one planted shade tree at least 2 inches in diameter shall be planted such that there shall be at least one tree for every 25 linear feet.

Section 5. 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.

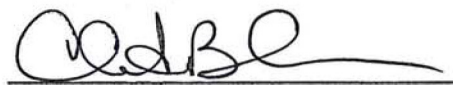
Section 6. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

Section 7. Open Meetings. It 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, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED this 19th day of June, 2008.


Randy Kruger, Mayor

ATTEST:


Christina Buckner, City Secretary

On a motion by Richard Bohn, seconded by Susan Euresti, the above and foregoing instrument was passed and approved.

EXHIBIT "A"

CRICHTON AND ASSOCIATES, INC.

LAND SURVEYORS

6448 HIGHWAY 290 EAST

SUITE B-105

AUSTIN, TX 78723

512-244-3395 - PHONE

512-244-9508 - FAX

FIELD NOTES

FIELD NOTES FOR 8.9092 ACRES OUT OF THE H. & O.B. RAILROAD COMPANY SURVEY NO. 35, THE L. W. SIMPSON SURVEY NO. 610 AND THE GEORGE JOHNSON SURVEY NO 535 IN TRAVIS COUNTY, TEXAS BEING ALL OF LOTS 21234 THROUGH 21264 AND PORTIONS OF LOTS 21231 THROUGH 21233, HIGHLAND LAKES ESTATES, SECTION TWENTY-ONE, A SUBDIVISION RECORDED IN VOL. 55 PG. 59, TRAVIS COUNTY, TEXAS PLAT RECORDS, SUBSEQUENTLY VACATED IN VOL. 5011 PG. 1696 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS. ALSO BEING A PORTION OF A 10.3612 ACRE TRACT CONVEYED TO KELLYWOOD, INC. IN DOC. NO. 2007195793 OF THE TRAVIS COUNTY, TEXAS REAL PROPERTY RECORDS. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½" iron pin found on the North R.O.W. of Boggy Ford Road being the Southeast corner of Lot 21226 of said Highland Lakes Estates, Section Twenty-One for the Southwest corner of this tract and the POINT OF COMMENCING.

THENCE N 17° 56' 18" W, 223.15 feet to a ½" iron pin found being the Northeast corner of said Lot 21226 also being on the South line of Lot 21224 of said Highland Lakes Estates, Section Twenty-One for the Northwest corner of this tract.

THENCE N 72° 02' 18" E with the South line of Lots 21224 through 21221 of said Highland Lakes Estates, Section Twenty-One, 321.61 feet to a point for the Northwest corner of this tract and the POINT OF BEGINNING.

THENCE continuing with the South line of Lots 21224 through 21203 of said Highland Lakes Estates, Section Twenty-One the following four (4) courses:

- 1) N 72° 02' 18" E, 144.31 feet to a ½" iron pin found.
- 2) N 61° 14' 39" E, 663.01 feet to a ½" iron pin found.
- 3) N 29° 25' 28" E, 667.39 feet to a ½" iron pin found.
- 4) N 40° 07' 32" E, 243.93 feet to a ½" iron pin found at the Southeast corner of said Lot 21203 also being on the West R.O.W of Poe Cove for the Northeast corner of this tract.

THENCE with the West R.O.W. of Poe Cove the following four (4) courses:

- 1) S 49° 52' 28" E, 19.28 feet to a ½" iron pin set at a point of curve to the right.

- 2) Along said curve to the right whose elements are $R=33.55$, $L=40.43$ whose chord bears $S\ 15^{\circ}\ 32'\ 33''\ E$, 38.03 feet to a $\frac{1}{2}$ " iron pin found at a point of reversed curve.
- 3) Along said curve to the left whose elements are $R=98.01$, $L=117.47$ whose chord bears $S\ 15^{\circ}\ 26'\ 51''\ E$, 110.57 feet to a $\frac{1}{2}$ " iron pin found.
- 4) $S\ 49^{\circ}\ 54'\ 37''\ E$, 58.18 feet to a $\frac{1}{2}$ " iron pin found at a point of curve to the right being the intersection of the West R.O.W. of Poe Cove and the North R.O.W. of Boggy Ford Road for the Southeast corner of this tract.

THENCE with the North R.O.W. of Boggy Ford Road the following six courses:

- 1) Along said curve to the right whose elements are $R=20.00$, $L=31.07$ whose chord bears $S\ 05^{\circ}\ 35'\ 25''\ E$, 28.04 feet to a $\frac{1}{2}$ " iron pin found.
- 2) $S\ 40^{\circ}\ 03'\ 48''\ W$, 119.26 feet to a $\frac{1}{2}$ " iron pin found.
- 3) $S\ 29^{\circ}\ 21'\ 37''\ W$, 569.77 feet to a $\frac{1}{2}$ " iron pin found at a point of curve to the right.
- 4) Along said curve to the right whose elements are $R=485.27$, $L=269.60$ whose chord bears $S\ 45^{\circ}\ 19'\ 27''\ W$, 266.14 feet to a $\frac{1}{2}$ " iron pin found.
- 5) $S\ 61^{\circ}\ 13'\ 40''\ W$, 610.37 feet to a $\frac{1}{2}$ " iron pin found.
- 6) $S\ 69^{\circ}\ 42'\ 01''\ W$, 235.31 feet to a point of the Southwest corner of this tract.

THENCE through the interior of said Highland Lakes Estates, Section Twenty-One the following three courses:

- 1) $N\ 20^{\circ}\ 17'\ 59''\ W$, 138.39 feet to a point.
- 2) $N\ 70^{\circ}\ 52'\ 08''\ E$, 80.00 feet to a point.
- 3) $N\ 20^{\circ}\ 17'\ 59''\ W$, 189.94 feet to the POINT OF BEGINNING and containing 8.9092 acres more or less.

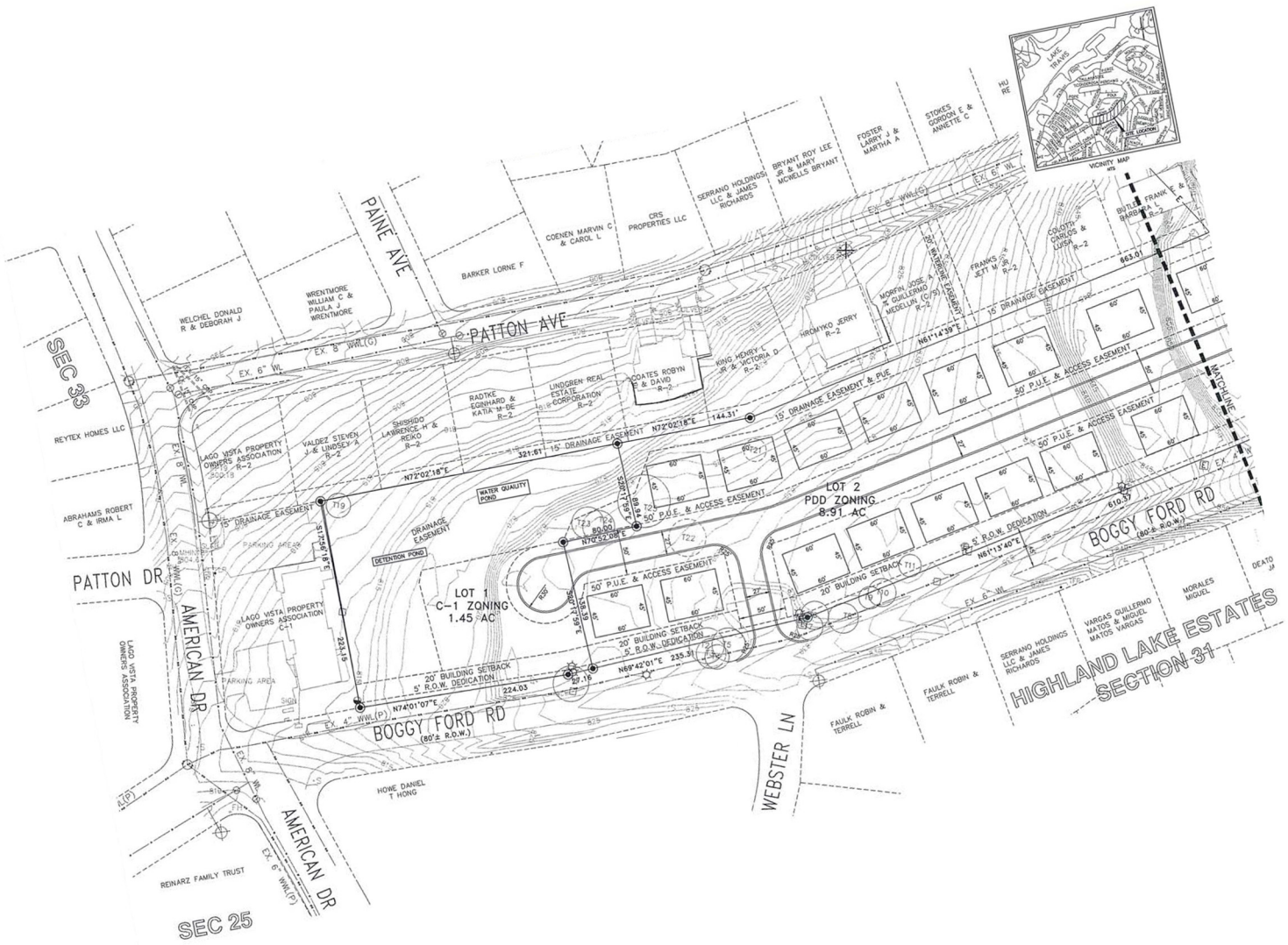
I hereby certify that the foregoing field notes were prepared from a survey on the ground under my supervision and are true and correct to the best of my knowledge and belief.

Witness my hand and seal December 12, 2007.

Herman Crichton, R.P.L.S. 4046

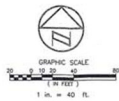
07_322

THE MAJESTIC

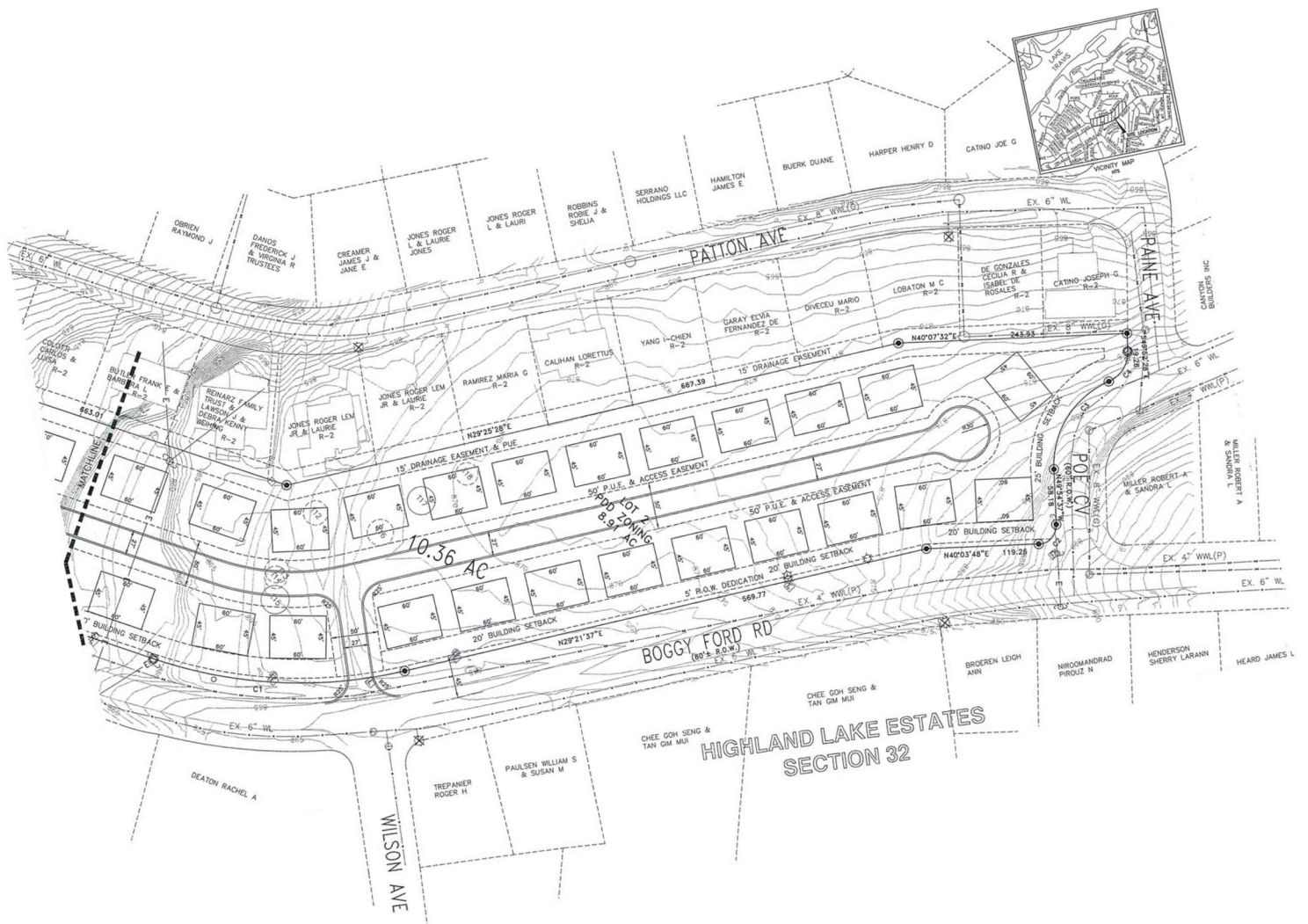


NUMBER OF LOTS	PROPOSED USE	ACREAGE
1	PDD DUPLEX/TOWNHOMES (28 BUILDING/76 UNITS)	8.91 AC
	TOTAL	8.91 AC

INTERPOLAR COVER TABLE	
LOT 1	1.45 AC
LOT 2	8.91 AC
TOTAL AREA	10.36 AC
DRAINAGE EASEMENT	0.88 AC
TOTAL AREA	9.48 AC
BUILDINGS	2.42 AC
SWIMMING	0.88 AC
PARKING	1.28 AC
COMMERCIAL	0.39 AC
TOTAL INTERPOLAR COVER	4.98 AC
INTERPOLAR COVER %	52%

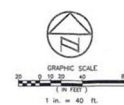


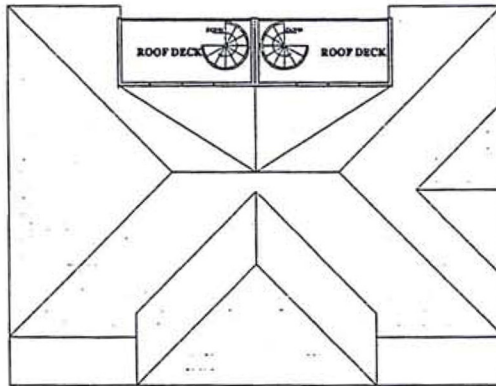
THE MAJESTIC



NUMBER OF LOTS	PROPOSED USE	ACREAGE
1	POD DUPLEX/ TOWNHOMES (39 BUILDINGS/78 UNITS)	8.91 AC
TOTAL ACREAGE		8.91 AC

IMPERVIOUS COVER TABLE	
LOT 1	1.45 AC
LOT 2	8.91 AC
TOTAL AREA	10.36 AC
DRAINAGE EASEMENT	0.86 AC
TOTAL AREA	9.48 AC
BUILDINGS	2.42 AC
DRIVEWAYS	0.88 AC
PAVEMENT	1.28 AC
COMMERCIAL	0.29 AC
TOTAL IMPERVIOUS COVER	4.88 AC
IMPERVIOUS COVER %	51%





ROOF DECK - UNITS A AND B
3 BEDROOM - 2.5 BATH - 2 STORY

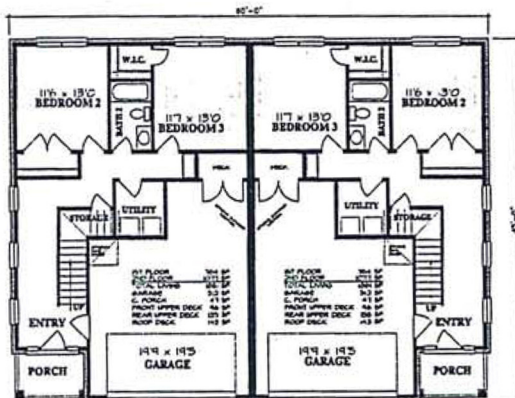


FRONT ELEVATION

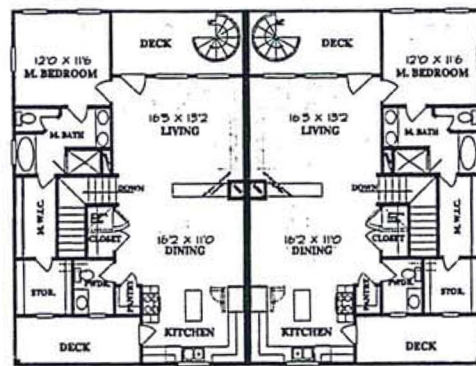


REAR ELEVATION

16'5" x 13'2"
10'-5" x 13'-2"



1st FLOOR PLAN - UNITS A AND B
3 BEDROOM - 2.5 BATH - 2 STORY



2nd FLOOR PLAN - UNITS A AND B
3 BEDROOM - 2.5 BATH - 2 STORY

1861 SQ. FT. LIVING 	Overman CustomDesign.Com Jeff Overman CFBD 11511 E. Hardy Rd. Suite 100 Austin, Texas 78753 (512) 473-8973	www.BradMarshallHomes.com 817.988.9728 office 866.661.7525 toll free	The Majestic 2-2.5 2 Story Duplex Condominium Kellywood Estates Jonestown, Texas
	JOB NO. 0711-904-2247 These plans designed by: Dan Berger DATE: Dec. 17, 2007	PLANS AND ELEVATIONS ARE CONCEPTUAL DRAWINGS ONLY AND ARE SUBJECT TO CHANGE WITHOUT NOTICE. THIS PLAN IS NOT TO BE REPRODUCED, COPIED, OR MODIFIED.	

23-2623-R-REZ

Existing “Majestic PDD” (north side of Boggy Ford Road)

Attachment 3

Previous FLUM Amendment Ordinance and Packet

ORDINANCE NO. 22-10-11-0 🍌

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, AMENDING THE FUTURE LAND USE MAP COMPONENT OF THE 2030 COMPREHENSIVE PLAN ADOPTED BY ORDINANCE NO. 16-05-05-02 AS AMENDED, REGARDING VARIOUS SPECIFIC PROPERTIES OWNED BY THE LAGO VISTA PROPERTY OWNERS ASSOCIATION; AND PROVIDING FOR RELATED MATTERS.

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

WHEREAS, the City Council of the City of Lago Vista adopted the 2030 Lago Vista Comprehensive Plan on May 5, 2016 thereby establishing the Future Land Use Map that it contains as a tool for making subsequent land use decisions that are consistent with the goals of the community regarding future growth and prosperity; and

WHEREAS, it has come to the attention of both the City Council and the Planning and Zoning Commission that the Future Land Use Map as adopted designates the various specific properties described in the attached **Exhibit “A”** in a manner that is inconsistent with the development of the property desired by the current property owner; and

WHEREAS, the Planning and Zoning Commission of the City of Lago Vista has undertaken an extensive review of the Future Land Use Map as contained within the adopted 2030 Comprehensive Plan, including a public hearing conducted on September 8, 2022, and concluded that the amendments by the current property owner are consistent with the relevant goals of the Comprehensive Plan; and

WHEREAS, the Planning and Zoning Commission of the City of Lago Vista has forwarded a unanimous recommendation to the City Council to change the current designations of the portions of the Future Land Use Map identified in **Exhibit “B”** to the “POA Park” designation as described in **Exhibit “C”**; and

WHEREAS, the City Council has conducted a public hearing on the proposed Future Land Use Map amendment described in **Exhibit “B”** and **Exhibit “C”** on October 11, 2022.

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

Section 1. Findings. All of the above and foregoing recitals are hereby found to be true and correct legislative findings of the City and are incorporated herein as findings of fact.

Section 2. Modification. The City Council of the City of Lago Vista, Texas, does hereby amend the Future Land Use Map component of the 2030 Comprehensive Plan adopted by Ordinance 16-05-05-02 as described in **Exhibit “C”**.

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

Section 4. Severability Clause. If any section, subsection, article, paragraph, sentence, clause, phrase or word in this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 5. Effective Date. This Ordinance shall take effect immediately upon its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

Section 6. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

AND, IT IS SO ORDERED.

PASSED AND APPROVED this ____ day of October 2022.

Ed Tidwell, Mayor

ATTEST:

Lucy Aldrich, City Secretary

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

EXHIBIT “A”

LEGAL DESCRIPTION

1. 4.060 acres of the L.W. Simpson Survey Number 610, Abstract Number 701 and the G. Johnson Survey Number 535, Abstract Number 439 (TCAD Parcel ID 166285).
2. 0.340 acres of the L.W. Simpson Survey Number 610, Abstract Number 701 (TCAD Parcel ID 166286).
3. Highland Lake Estates, Section 21, Lot 21225 (TCAD Parcel ID 166656).
4. 1.026 acres of the H. & O.B. Railroad Company Survey Number 35, Abstract Number 2152 (TCAD Parcel ID 166814).
5. Bar-K Ranches, Plat 2, Lot 2077 (TCAD Parcel ID 179755).
6. Thousand Oaks, Lot 1A (Amended) and 0.1830 acres of the L. Goodwin Survey Number 95, Abstract Number 336 and various other surveys (TCAD Parcel ID 783463).
7. 1.4520 acres of the L.W. Simpson Survey Number 610, Abstract Number 701 (TCAD Parcel ID 787587).
8. 4.5220 acres of the L.W. Simpson Survey Number 610, Abstract Number 701 (TCAD Parcel ID 787596).

EXHIBIT “B” (EXISTING)

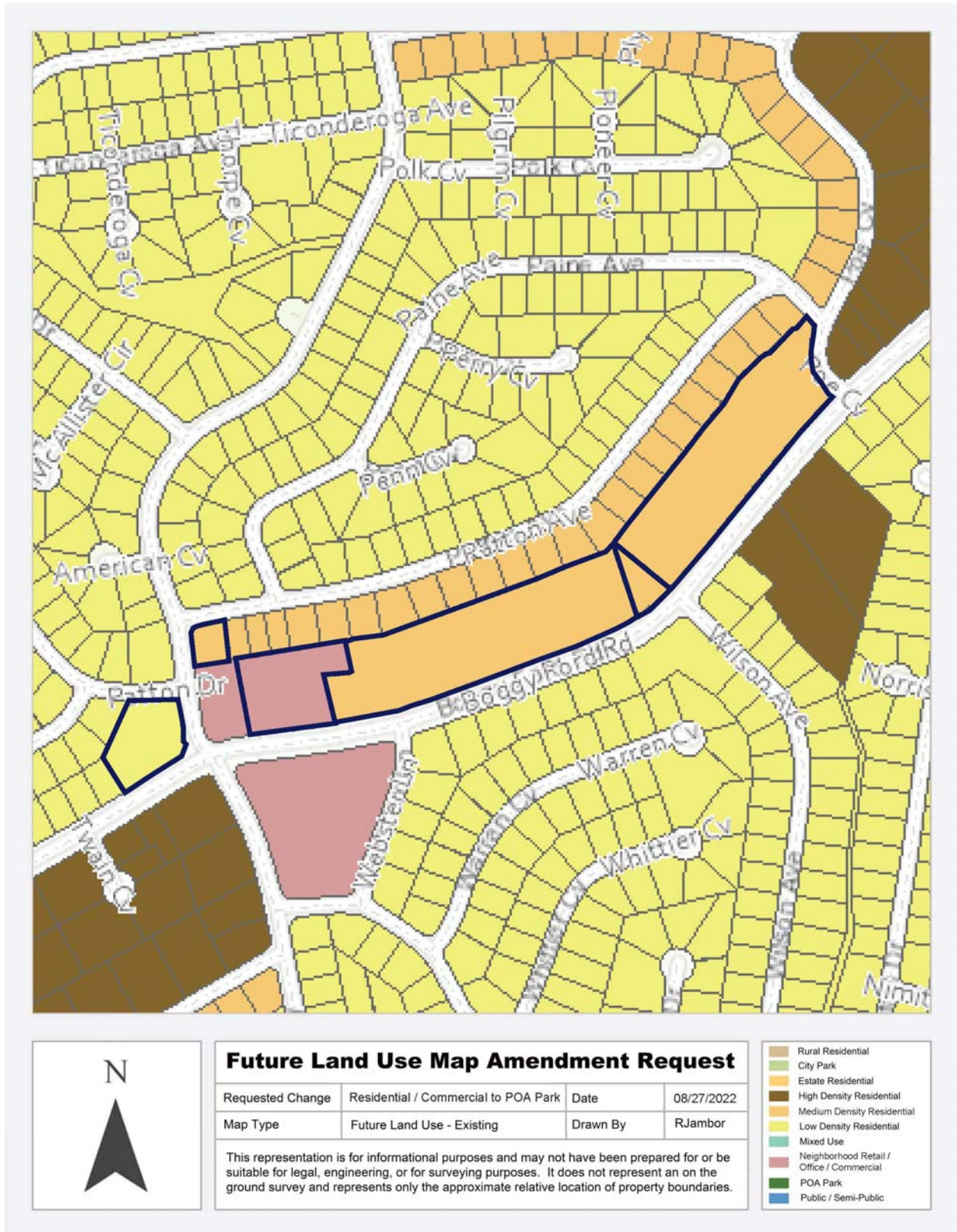


Exhibit “B” (1)

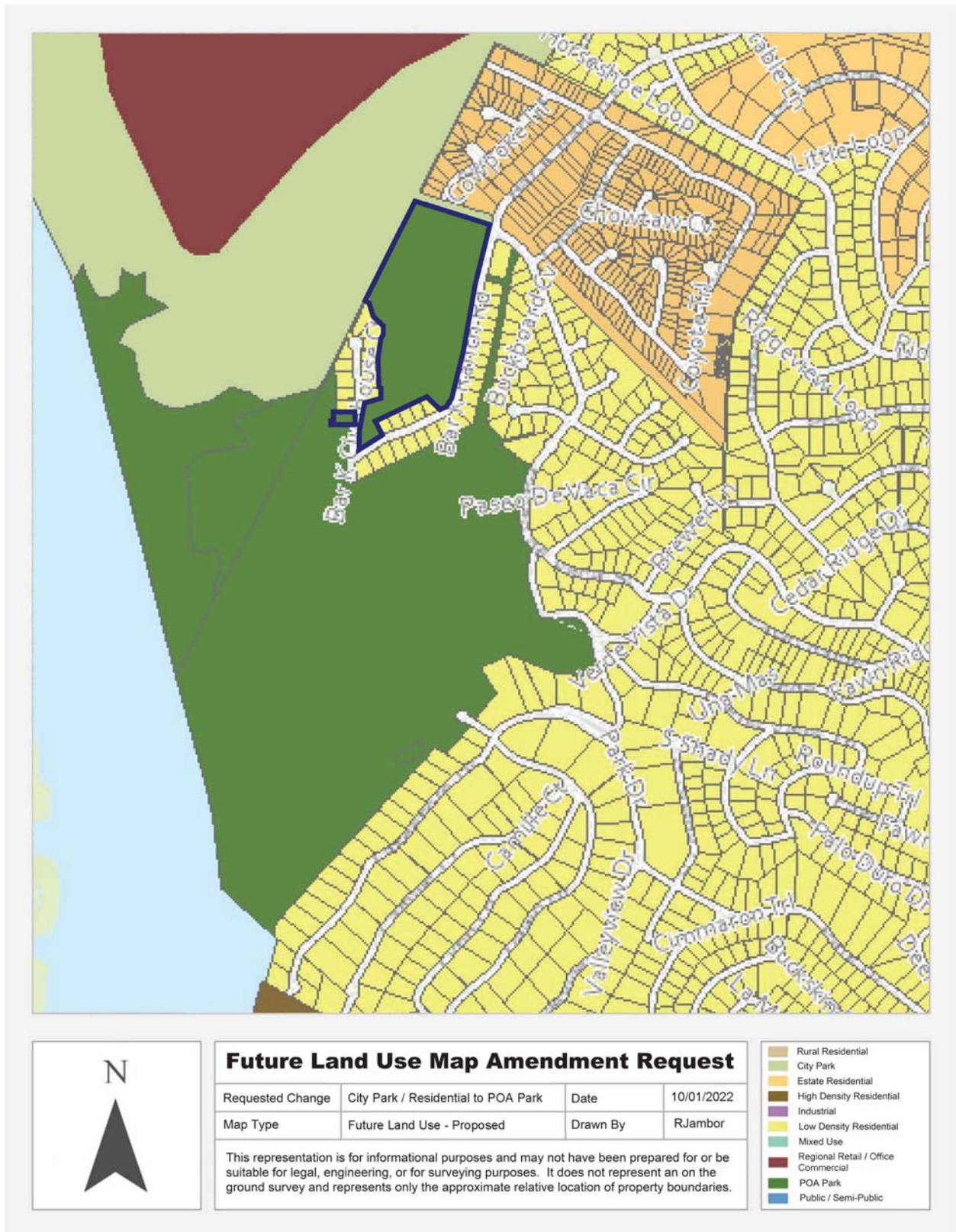
EXHIBIT “B” (EXISTING)



EXHIBIT “C” (AMENDED)



EXHIBIT “C” (AMENDED)





August 5, 2022

Mr. Tom Monahan
Chairman, Planning and Zoning Commission
City of Lago Vista, Texas
P.O. Box 4727
Lago Vista, TX 78645

Dear Mr. Monahan:

I am writing to you on behalf of the Lago Vista Property Owner's Association. Pursuant to a recent unsuccessful zoning application, we became aware that property owned by the LVPOA was designated in a manner on the Future Land Use Map that we feel is erroneous. We would like the Planning and Zoning Commission to investigate this matter further and recommend corrections to the City Council at your earliest convenience.

The following properties owned by the LVPOA are indicated as "multifamily residential" on the Future Land Use Map and we have no intent to ever use them as anything but an POA park or park support function (such as parking):

Parcel ID 166656 (21519 Patton Avenue);

Parcel ID 787596 (north side of Boggy Ford Road east of American Drive and west of Wilson Avenue);

Parcel ID 787587 (north side of Boggy Ford Road immediately east of 2601 American Drive);

Parcel ID 166286 (north side of Boggy Ford Road immediately east of Parcel ID 787596); and

Parcel ID 166285 (north side of Boggy Ford Road immediately east of Parcel ID 166286 and west of Poe Cove).

Although we are not sure what the difference might be between a City Park and a POA Park, the following properties owned by the LVPOA are indicated as "City Park" on the Future Land Use Map and we have no intent to ever use them as anything but a POA park or park support function (such as parking):

Parcel ID 783463 (7000 Bar-K Ranch Road);

Parcel ID 376014 (6608 Bar-K Clubhouse Court); and

Parcel ID 179755 (6702 Bar-K Clubhouse Court).

The last parcel we would like you to consider that is owned by the LVPOA and we feel is erroneously designated on the Future Land Use Map is Parcel ID 166814, which is located at 21504 Boggy Ford Road.



It is recommended for future use as low-density residences, and we have no intent to use it for anything other than a POA park or park support function (such as parking).

Thank you for the opportunity to present our request for an amendment to the Future Land Use Map as it relates to the above described properties owned by the LVPOA. If you have any questions, please do not hesitate to reach out to us.

Copy: Mr. Paul Prince, Council Liaison
Lago Vista Development Services Department

Sincerely,
Cathy Petross, General Manager

Proposed Changes to Future Land Use Map

Properties and Zoning

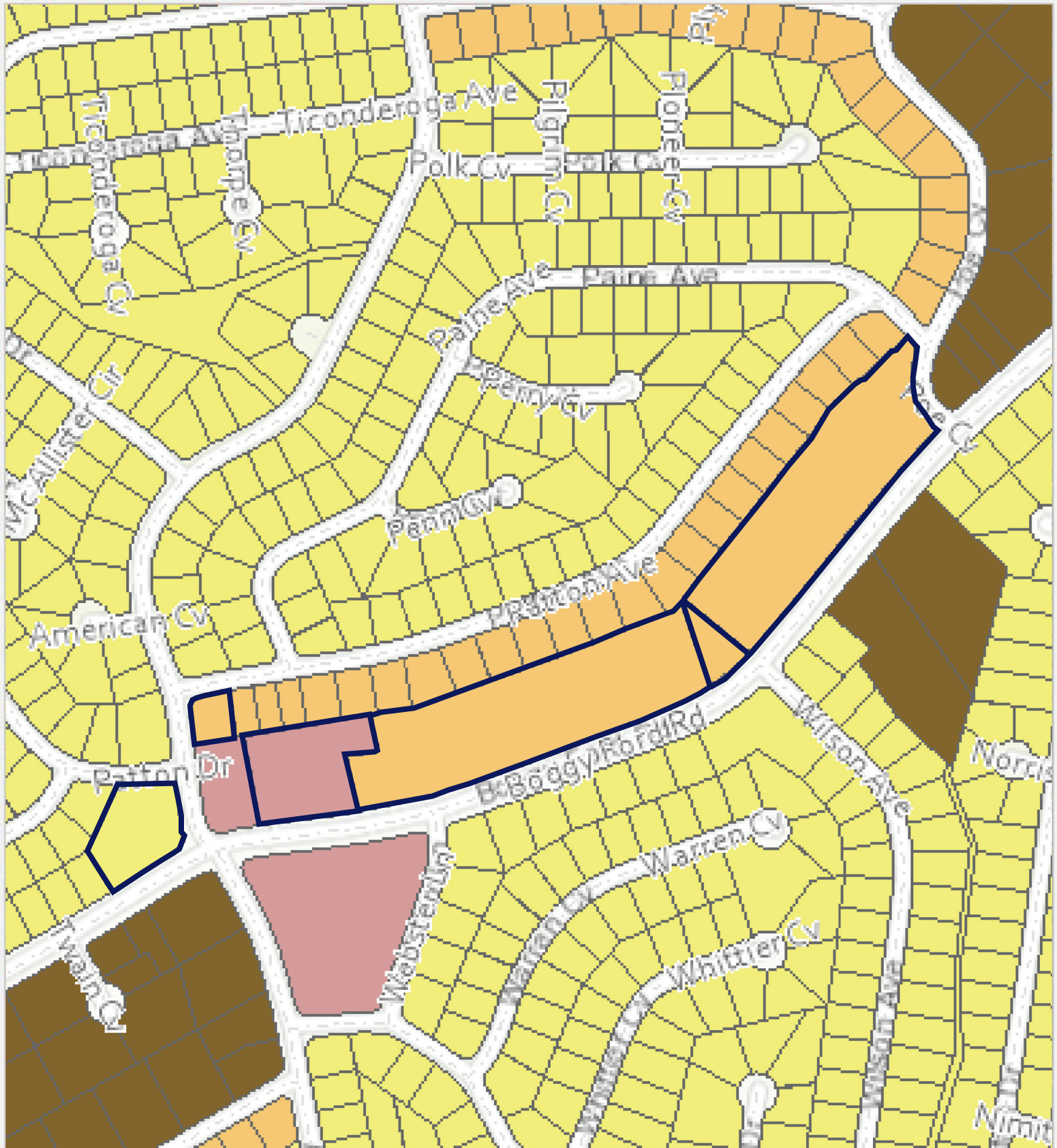
Property ID #	Yr Acquired	Description	Zoning	Future Use Land Map
POA				
787596	2010	Boggy Ford East of Activity Center to almost Wilson	PDD	Multi-family Residential *
787587	2009	Boggy Ford Between Activity Center and 787546	C-1A	Multi-family Residential **
166286	2010	Boggy Ford -Wedge between 787596 & Wilson Dr	PDD	Multi-family Residential *
166285	2010	Boggy Ford -From 166286 to Poe Cove	PDD	Multi-family Residential *
783463	No Previous	Thousand Oaks - West of Bar K from Paseo de Vaca to Bar K Clubhouse Dr	P-1B	City Park
376014	1995	Western Part of Bar K Park	P-1B	City Park ***
179755	1989	Clubhouse Ct NE of Bar K Park	P-1B	City Park ****
178999	1993	Part of Park Dr in Marina Park (NRC)	P-1A	POA Park
166814	1991	NW Corner of Boggy Ford and American	C-1C	Low Density Residential
166656	1989	SE Corner of Patton & American (North of Activity Center)	R-2	Multi-family Residential *
158105	1996	Cody Park	P-1A	POA Park
158103	1984	Hancock Park	P-1A	POA Park
178570	1982	Marina, Campground, Bar K Parks (NRC)		
		NOTE: 178570 includes 3 parks -Marina, Campground and Bar-K. The campground and Bar-K are zoned correctly. The marina should be changed from P-1A to P-1B.		

*Medium Density Residential
(4-8 units / acre, typically duplexes)

**Neighborhood Retail /
Office / Commercial

***POA Park (no change
required)

****Low Density Residential
(2-3 units / acre)



Future Land Use Map Amendment Request

Requested Change	Residential / Commercial to POA Park	Date	08/27/2022
Map Type	Future Land Use - Existing	Drawn By	RJambor

This representation is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or for surveying purposes. It does not represent an on the ground survey and represents only the approximate relative location of property boundaries.

- Rural Residential
- City Park
- Estate Residential
- High Density Residential
- Medium Density Residential
- Low Density Residential
- Mixed Use
- Neighborhood Retail / Office / Commercial
- POA Park
- Public / Semi-Public



Future Land Use Map Amendment Request

Requested Change	City Park / Residential to POA Park	Date	08/27/2022
Map Type	Future Land Use - Existing	Drawn By	RJambor

This representation is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or for surveying purposes. It does not represent an on the ground survey and represents only the approximate relative location of property boundaries.

- Rural Residential
- City Park
- Estate Residential
- High Density Residential
- Industrial
- Low Density Residential
- Mixed Use
- Regional Retail / Office / Commercial
- POA Park
- Public / Semi-Public

23-2623-R-REZ

Existing “Majestic PDD” (north side of Boggy Ford Road)

Attachment 4

Maps



Requestor

TenFootContour

— 10 ft

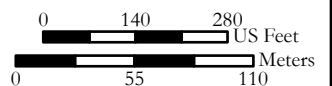
— 50 ft

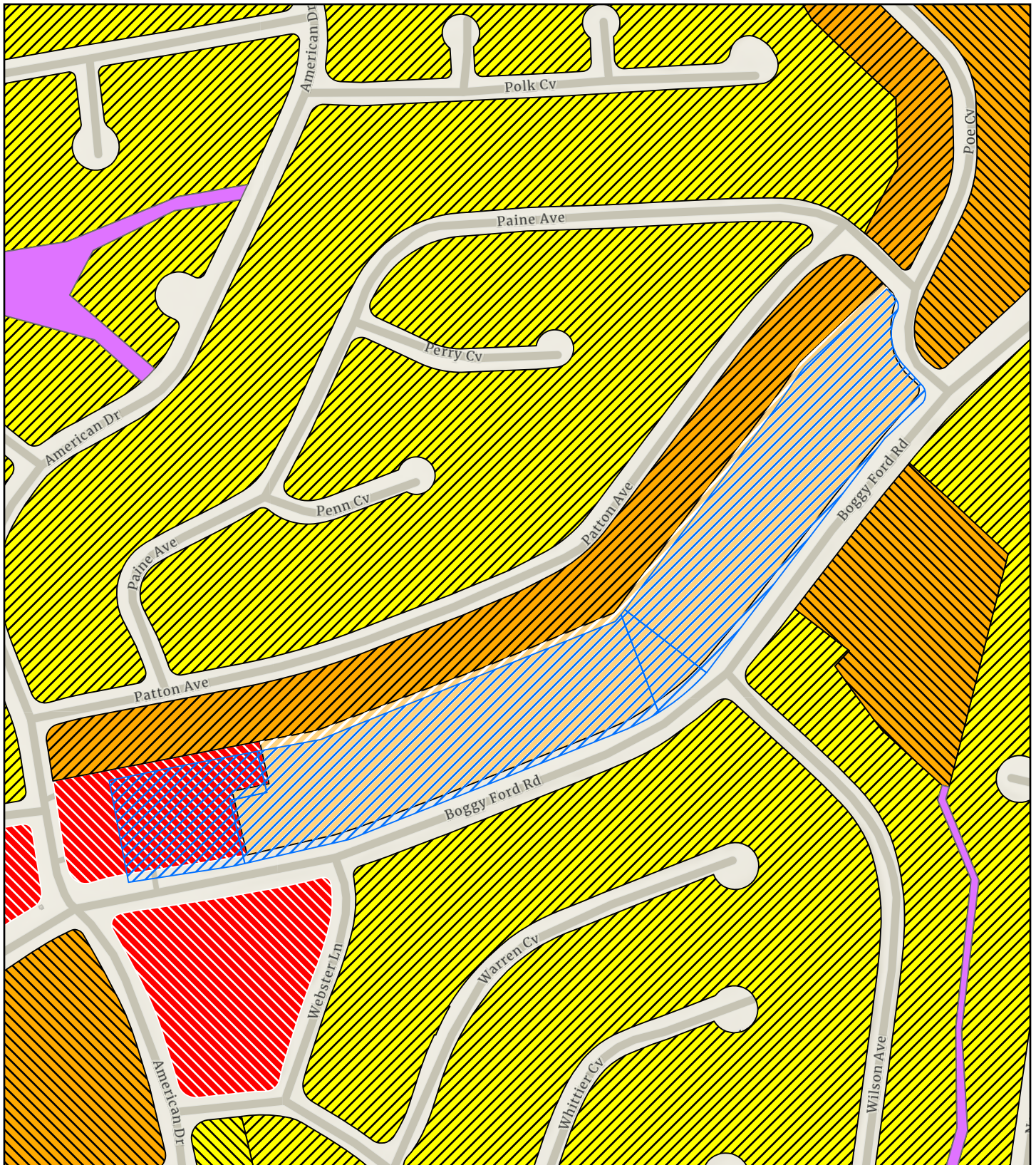
Existing "Majestic PDD"

Request Type	Zoning Change	Project	23-2623-R-REZ
Change Requested	PDD to P-1B	Date	3/27/2024
Map Purpose	Aerial / Topography	Drawn By	D Avetian

Coordinate System: NAD 1983 CORS96 StatePlane Texas Central FIPS 4203 Ft US

N





 Requestor

Zoning District

 C-1C

 PDD

 R-1S,15B

 R-1S,15C

 R-2

 R-4

 TR-1

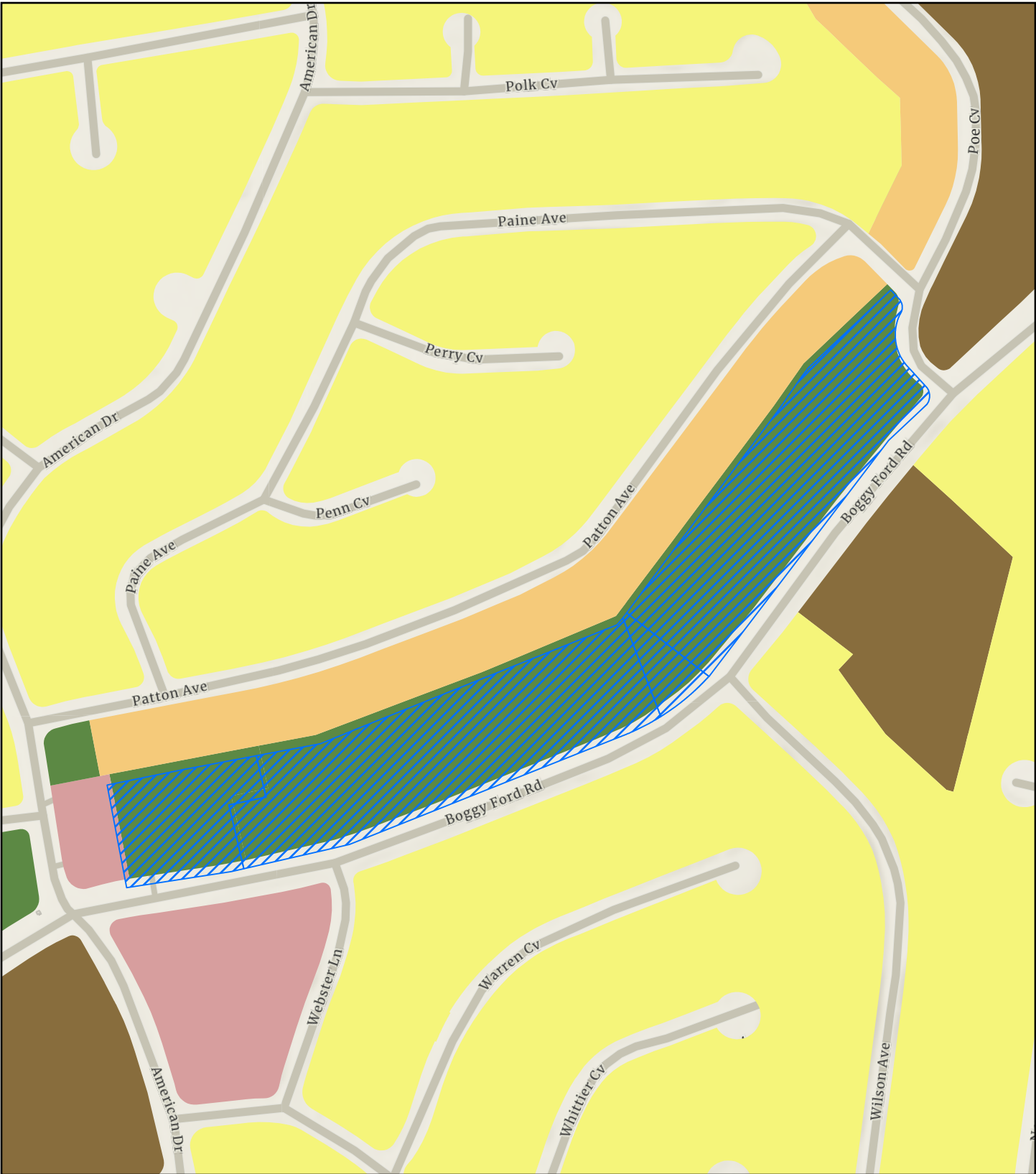
Existing "Majestic PDD"

Request Type	Zoning Change	Project	23-2623-R-REZ
Change Requested	PDD to P-1B	Date	3/27/2024
Map Purpose	Existing Zoning	Drawn By	D Avetian

Coordinate System: NAD 1983 CORS96 StatePlane Texas Central FIPS 4203 Ft US

N





 Requestor

Land Use Proposed

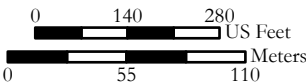
-  High Density Residential
-  Low Density Residential
-  Medium Density Residential
-  Neighborhood Retail
-  POA Park

Existing "Majestic PDD"

Request Type	Zoning Change	Project	23-2623-R-REZ
Change Requested	PDD to P-1B	Date	3/27/2024
Map Purpose	Existing FLUM	Drawn By	D Avetian

Coordinate System: NAD 1983 CORS96 StatePlane Texas Central FIPS 4203 Ft US

N

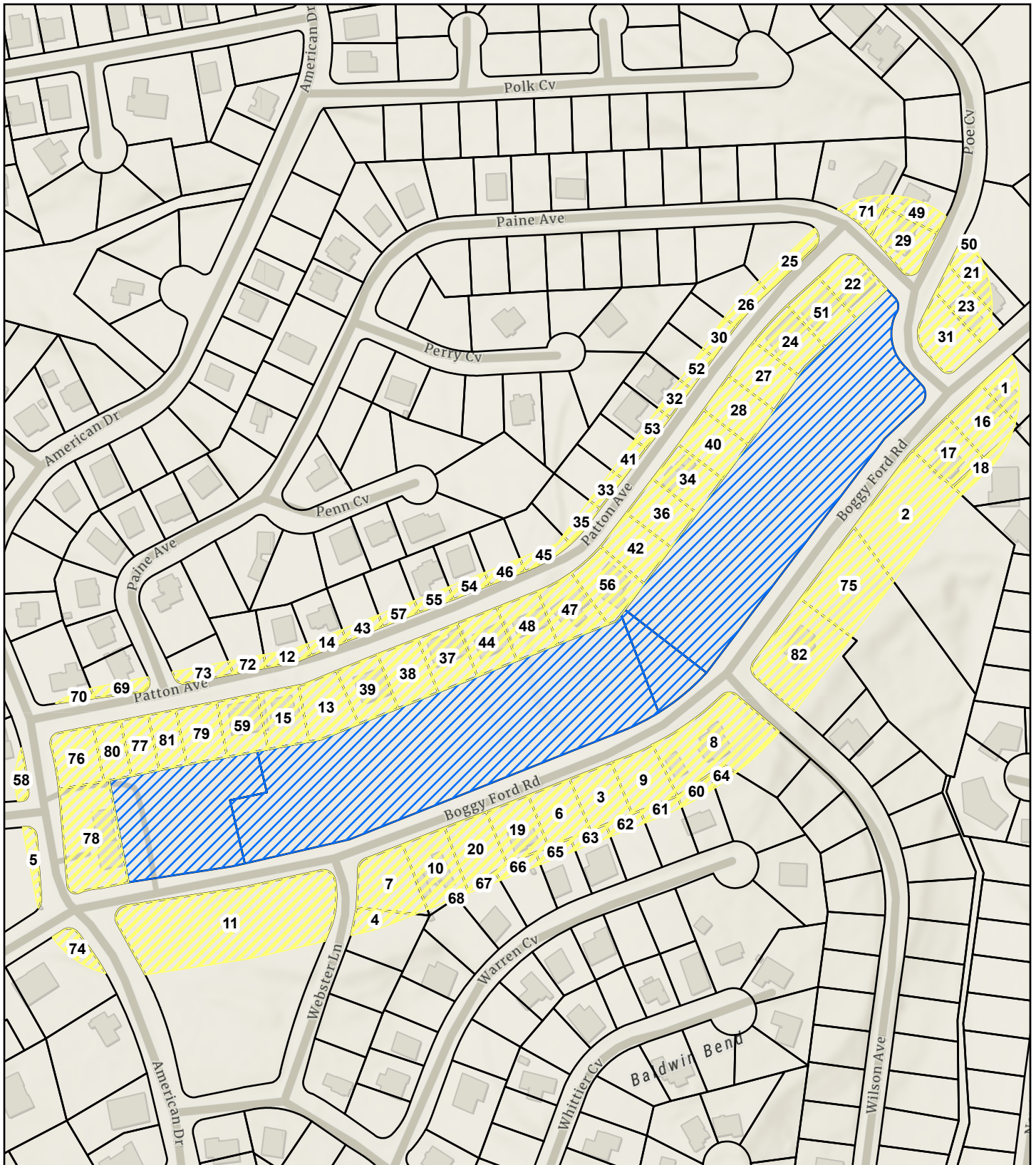


23-2623-R-REZ

Existing “Majestic PDD” (north side of Boggy Ford Road)

Attachment 5

Notice Comments

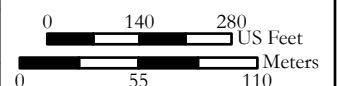


- Notification Boundary
- Requestor
- TCAD Parcels

Existing "Majestic PDD"

Request Type	Zoning Change	Project	23-2623-R-REZ
Change Requested	PDD to P-1B	Date	3/27/2024
Map Purpose	Notification Boundary	Drawn By	D Avetian

Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet





Notice of Public Hearing

Project #: 23-2623-R-REZ Z

Hearing Date and Time: Thursday, May 09, 2024, at 6:30 PM in the Council Chambers at City Hall, 5803 Thunderbird Street, Lago Vista, Texas

DEATON RACHEL A
21401 BOGGY FORD RD
LAGO VISTA, TX 78645

Project Property Location: North side of Boggy Ford Road west of Poe Cove (Highland Lake Estates, Section 21, all of Lots 21234 through 21264 and portions of Lots 21231 through 21233).

200' Notification Mailing ID: 8

Consideration of a recommendation regarding a zoning change request from the Planned Development District (PDD) referred to as "The Majestic" in the concept plan approved in Ordinance No. 08-06-19-01 to the P-1B ("Developed Park, Active") zoning district for the approximately 8.9092 acres of undeveloped property located on the north side of Boggy Ford Road west of Poe Cove (Highland Lake Estates, Section 21, all of Lots 21234 through 21264 and portions of Lots 21231 through 21233). For additional information, please contact us and include the above highlighted project number with all inquiries:

E-mail: development@lagovistatexas.gov
Phone Number: 512-267-5259

Please return your comments as soon as possible. Individuals who do not own property within the notification boundary or those unable to deliver written comments must attend the public hearing to provide input. **Please note that unexplained support or opposition is less useful to the voting members than comments with context and a specific basis.**

☒ In Favor ☐ Opposed

Comments:

Love the walking paths.

Signed:

Rachel Deaton

This **whole page** may be returned as follows:

E-mail: development@lagovistatexas.gov
Postal Address: City of Lago Vista, Development Services,
P.O. Box 4727, Lago Vista, TX, (U.S.A.) 78645
In Person at Front Counter: Development Services, Lago Vista City Hall,
Located at 5803 Thunderbird St.



Notice of Public Hearing

Project #: 23-2623-R-REZ Z

Hearing Date and Time: Thursday, May 09, 2024 at 6:30 PM in the Council Chambers at City Hall, 5803 Thunderbird Street, Lago Vista, Texas

DEATON RACHEL A & JAMES SCOTT DEATON
21401 BOGGY FORD RD
LAGO VISTA, TX 78645

Project Property Location: North side of Boggy Ford Road west of Poe Cove (Highland Lake Estates, Section 21, all of Lots 21234 through 21264 and portions of Lots 21231 through 21233).

200' Notification Mailing ID: 9

Consideration of a recommendation regarding a zoning change request from the Planned Development District (PDD) referred to as "The Majestic" in the concept plan approved in Ordinance No. 08-06-19-01 to the P-1B ("Developed Park, Active") zoning district for the approximately 8.9092 acres of undeveloped property located on the north side of Boggy Ford Road west of Poe Cove (Highland Lake Estates, Section 21, all of Lots 21234 through 21264 and portions of Lots 21231 through 21233). For additional information, please contact us and include the above highlighted project number with all inquiries:

E-mail: development@lagovistatexas.gov
Phone Number: 512-267-5259

Please return your comments as soon as possible. Individuals who do not own property within the notification boundary or those unable to deliver written comments must attend the public hearing to provide input. **Please note that unexplained support or opposition is less useful to the voting members than comments with context and a specific basis.**

☒ In Favor ☐ Opposed

Comments:

Love the Walk by Path.

Signed:

James Scott Deaton

This **whole page** may be returned as follows:

E-mail: development@lagovistatexas.gov
Postal Address: City of Lago Vista, Development Services,
P.O. Box 4727, Lago Vista, TX, (U.S.A.) 78645
In Person at Front Counter: Development Services, Lago Vista City Hall,
Located at 5803 Thunderbird St.



Notice of Public Hearing

Project #: 23-2623-R-REZ Z

Hearing Date and Time: Thursday, May 09, 2024, at 6:30 PM in the Council Chambers at City Hall, 5803 Thunderbird Street, Lago Vista, Texas

MARION CHELAINE & DENNIS KEMP
21405 PATTON AVE
LAGO VISTA, TX 78645

Project Property Location: North side of Boggy Ford Road west of Poe Cove (Highland Lake Estates, Section 21, all of Lots 21234 through 21264 and portions of Lots 21231 through 21233).

200' Notification Mailing ID: 24

Consideration of a recommendation regarding a zoning change request from the Planned Development District (PDD) referred to as "The Majestic" in the concept plan approved in Ordinance No. 08-06-19-01 to the P-1B ("Developed Park, Active") zoning district for the approximately 8.9092 acres of undeveloped property located on the north side of Boggy Ford Road west of Poe Cove (Highland Lake Estates, Section 21, all of Lots 21234 through 21264 and portions of Lots 21231 through 21233). For additional information, please contact us and include the above highlighted project number with all inquiries:

E-mail: development@lagovistatexas.gov

Phone Number: 512-267-5259

Please return your comments as soon as possible. Individuals who do not own property within the notification boundary or those unable to deliver written comments must attend the public hearing to provide input. **Please note that unexplained support or opposition is less useful to the voting members than comments with context and a specific basis.**

☒ In Favor ☐ Opposed

Comments:

We are always in favor of more park land.

Signed:

Chelaine Kemp *Dennis Kemp*

This **whole page** may be returned as follows:

E-mail: development@lagovistatexas.gov
Postal Address: City of Lago Vista, Development Services,
P.O. Box 4727, Lago Vista, TX, (U.S.A.) 78645
In Person at Front Counter: Located at 5803 Thunderbird St.



Notice of Public Hearing

Project #: 23-2623-R-REZ Z

Hearing Date and Time: Thursday, May 09, 2024, at 6:30 PM in the Council Chambers at City Hall, 5803 Thunderbird Street, Lago Vista, Texas

MARTIN LEE & SHANNON
3106 POE CV
LAGO VISTA, TX 78645

Project Property Location: North side of Boggy Ford Road west of Poe Cove (Highland Lake Estates, Section 21, all of Lots 21234 through 21264 and portions of Lots 21231 through 21233).

200' Notification Mailing ID: 29

Consideration of a recommendation regarding a zoning change request from the Planned Development District (PDD) referred to as "The Majestic" in the concept plan approved in Ordinance No. 08-06-19-01 to the P-1B ("Developed Park, Active") zoning district for the approximately 8.9092 acres of undeveloped property located on the north side of Boggy Ford Road west of Poe Cove (Highland Lake Estates, Section 21, all of Lots 21234 through 21264 and portions of Lots 21231 through 21233). For additional information, please contact us and include the above highlighted project number with all inquiries:

E-mail: development@lagovistatexas.gov

Phone Number: 512-267-5259

Please return your comments as soon as possible. Individuals who do not own property within the notification boundary or those unable to deliver written comments must attend the public hearing to provide input. **Please note that unexplained support or opposition is less useful to the voting members than comments with context and a specific basis.**

☒ In Favor ☐ Opposed

Comments:

Signed: _____

Shannon Martin *Lee Martin*

This **whole page** may be returned as follows:

E-mail: development@lagovistatexas.gov
Postal Address: City of Lago Vista, Development Services,
P.O. Box 4727, Lago Vista, TX, (U.S.A.) 78645
In Person at Front Counter: Development Services, Lago Vista City Hall,
Located at 5803 Thunderbird St.



April 10, 2024

Notice of Public Hearing

Project #: 23-2623-R-REZ Z

Hearing Date and Time: Thursday, May 09, 2024, at 6:30 PM in the Council Chambers at City Hall, 5803 Thunderbird Street, Lago Vista, Texas

SPINDLER STEPHEN & IRENE LIFE ESTATE
21410 PATTON AVE
LAGO VISTA, TX 78645

Project Property Location: North side of Boggy Ford Road west of Poe Cove (Highland Lake Estates, Section 21, all of Lots 21234 through 21264 and portions of Lots 21231 through 21233).

200' Notification Mailing ID: 32

Consideration of a recommendation regarding a zoning change request from the Planned Development District (PDD) referred to as "The Majestic" in the concept plan approved in Ordinance No. 08-06-19-01 to the P-1B ("Developed Park, Active") zoning district for the approximately 8.9092 acres of undeveloped property located on the north side of Boggy Ford Road west of Poe Cove (Highland Lake Estates, Section 21, all of Lots 21234 through 21264 and portions of Lots 21231 through 21233). For additional information, please contact us and include the above highlighted project number with all inquiries:

E-mail: development@lagovistatexas.gov
Phone Number: 512-267-5259

Please return your comments as soon as possible. Individuals who do not own property within the notification boundary or those unable to deliver written comments must attend the public hearing to provide input. **Please note that unexplained support or opposition is less useful to the voting members than comments with context and a specific basis.**

☒ In Favor ☐ Opposed

Comments:

L VPOA needs to keep the park land

Signed: _____

This **whole page** may be returned as follows:

E-mail: development@lagovistatexas.gov
Postal Address: City of Lago Vista, Development Services,
P.O. Box 4727, Lago Vista, TX, (U.S.A.) 78645
In Person at Front Counter: Development Services, Lago Vista City Hall,
Located at 5803 Thunderbird St.



April 10, 2024

Notice of Public Hearing

Project #: 23-2623-R-REZ Z

Hearing Date and Time: Thursday, May 09, 2024, at 6:30 PM in the Council Chambers at City Hall, 5803 Thunderbird Street, Lago Vista, Texas

MATA KATHRINE C & JOSE G MATA
21413 PATTON AVE
LAGO VISTA, TX 78645

Project Property Location: North side of Boggy Ford Road west of Poe Cove (Highland Lake Estates, Section 21, all of Lots 21234 through 21264 and portions of Lots 21231 through 21233).

200' Notification Mailing ID: 34

Consideration of a recommendation regarding a zoning change request from the Planned Development District (PDD) referred to as "The Majestic" in the concept plan approved in Ordinance No. 08-06-19-01 to the P-1B ("Developed Park, Active") zoning district for the approximately 8.9092 acres of undeveloped property located on the north side of Boggy Ford Road west of Poe Cove (Highland Lake Estates, Section 21, all of Lots 21234 through 21264 and portions of Lots 21231 through 21233). For additional information, please contact us and include the above highlighted project number with all inquiries:

E-mail: development@lagovistatexas.gov

Phone Number: 512-267-5259

Please return your comments as soon as possible. Individuals who do not own property within the notification boundary or those unable to deliver written comments must attend the public hearing to provide input. **Please note that unexplained support or opposition is less useful to the voting members than comments with context and a specific basis.**

☐ In Favor ☒ Opposed

Comments: Good Day,
When we bought our home on Patton Ave, we specifically chose the
home because of the privacy and surrounding nature in the back yard.

Signed: K Mata → See back

This **whole page** may be returned as follows:

E-mail: development@lagovistatexas.gov
Postal Address: City of Lago Vista, Development Services,
P.O. Box 4727, Lago Vista, TX, (U.S.A.) 78645
In Person at Front Counter: Development Services, Lago Vista City Hall,
Located at 5803 Thunderbird St.

One of the main reasons we moved to Lago altogether was for the space + privacy and the beautiful nature setting. We were leaving the city (Austin) looking for a peaceful place to raise our kids. We have spent a great deal of time and resources to turn this home and property into our forever home, which included adding a pool and wrought iron fence, to be able to fully enjoy the outdoor space, and still keep the view of the trees and frequent deer that pass by back there.

If we wanted the back yard to be closed off and the view be buildings/houses, we would not have chosen this home. To be honest, had we known that there would be houses surrounding us to any extent, we might not have moved to Lago at all. We moved here to get away from being so close to neighbors and to have more space. We love the peacefulness having few neighbors brings, and the idea of taking that from us breaks my heart.

Please keep in mind that many people also utilize the walking trail back in that stretch, ourselves and our children included. After we bought the home and discovered the trail that leads to the gym, you should have seen how excited the kids were! It was more reason why we fell in love with our home and property, and I want to be sure we keep our family hikes (literally in our own backyard) for MANY many years to come, not only now with our own children, but in the future with their children.

A BIG part of what makes this home so special is the backyard. Just being able to look out my bay window while working and seeing the trees that surround us and the deer, foxes, roadrunners, birds and other animals just makes this feel like HOME.

Again, I ask of you to PLEASE do not take away our nature, privacy, and peace by tearing down that stretch of greenbelt and building more houses or other structures. Please leave it to be enjoyed by not only those of us who live here on it, ³⁹⁹ but also by the many others who enjoy walking/hiking the trail.



April 10, 2024

Notice of Public Hearing

Project #: 23-2623-R-REZ Z

Hearing Date and Time: Thursday, May 09, 2024, at 6:30 PM in the Council Chambers at City Hall, 5803 Thunderbird Street, Lago Vista, Texas

SPINDLER STEPHEN & IRENE
21410 PATTON AVE
LAGO VISTA, TX 78645

Project Property Location: North side of Boggy Ford Road west of Poe Cove (Highland Lake Estates, Section 21, all of Lots 21234 through 21264 and portions of Lots 21231 through 21233).

200' Notification Mailing ID: 52

Consideration of a recommendation regarding a zoning change request from the Planned Development District (PDD) referred to as "The Majestic" in the concept plan approved in Ordinance No. 08-06-19-01 to the P-1B ("Developed Park, Active") zoning district for the approximately 8.9092 acres of undeveloped property located on the north side of Boggy Ford Road west of Poe Cove (Highland Lake Estates, Section 21, all of Lots 21234 through 21264 and portions of Lots 21231 through 21233). For additional information, please contact us and include the above highlighted project number with all inquiries:

E-mail: development@lagovistatexas.gov

Phone Number: 512-267-5259

Please return your comments as soon as possible. Individuals who do not own property within the notification boundary or those unable to deliver written comments must attend the public hearing to provide input. **Please note that unexplained support or opposition is less useful to the voting members than comments with context and a specific basis.**

☒ In Favor ☐ Opposed

Comments:

L V P O A - need to keep the park land

Signed: _____

This **whole page** may be returned as follows:

E-mail: development@lagovistatexas.gov
Postal Address: City of Lago Vista, Development Services,
P.O. Box 4727, Lago Vista, TX, (U.S.A.) 78645
In Person at Front Counter: Development Services, Lago Vista City Hall,
Located at 5803 Thunderbird St.



April 10, 2024

Notice of Public Hearing

Project #: 23-2623-R-REZ Z

Hearing Date and Time: Thursday, May 09, 2024, at 6:30 PM in the Council Chambers at City Hall, 5803 Thunderbird Street, Lago Vista, Texas

DEATON RACHEL A
21401 BOGGY FORD RD
LAGO VISTA, TX 78645

Project Property Location: North side of Boggy Ford Road west of Poe Cove (Highland Lake Estates, Section 21, all of Lots 21234 through 21264 and portions of Lots 21231 through 21233).

200' Notification Mailing ID: 64

Consideration of a recommendation regarding a zoning change request from the Planned Development District (PDD) referred to as "The Majestic" in the concept plan approved in Ordinance No. 08-06-19-01 to the P-1B ("Developed Park, Active") zoning district for the approximately 8.9092 acres of undeveloped property located on the north side of Boggy Ford Road west of Poe Cove (Highland Lake Estates, Section 21, all of Lots 21234 through 21264 and portions of Lots 21231 through 21233). For additional information, please contact us and include the above highlighted project number with all inquiries:

E-mail: development@lagovistatexas.gov
Phone Number: 512-267-5259

Please return your comments as soon as possible. Individuals who do not own property within the notification boundary or those unable to deliver written comments must attend the public hearing to provide input. **Please note that unexplained support or opposition is less useful to the voting members than comments with context and a specific basis.**

☒ In Favor ☐ Opposed

Comments:

Love the walking paths

Signed:

Rachel Deaton

This **whole page** may be returned as follows:

E-mail: development@lagovistatexas.gov
Postal Address: City of Lago Vista, Development Services,
P.O. Box 4727, Lago Vista, TX, (U.S.A.) 78645
In Person at Front Counter: Development Services, Lago Vista City Hall,
Located at 5803 Thunderbird St.



April 10, 2024

Notice of Public Hearing

Project #: 23-2623-R-REZ Z

Hearing Date and Time: Thursday, May 09, 2024, at 6:30 PM in the Council Chambers at City Hall, 5803 Thunderbird Street, Lago Vista, Texas

PATEL KOMAL A & ASHWIN K PATEL
339 S BERNARDO AVE
SUNNYVALE, CA 94086

Project Property Location: North side of Boggy Ford Road west of Poe Cove (Highland Lake Estates, Section 21, all of Lots 21234 through 21264 and portions of Lots 21231 through 21233).

200' Notification Mailing ID: 79

Consideration of a recommendation regarding a zoning change request from the Planned Development District (PDD) referred to as "The Majestic" in the concept plan approved in Ordinance No. 08-06-19-01 to the P-1B ("Developed Park, Active") zoning district for the approximately 8.9092 acres of undeveloped property located on the north side of Boggy Ford Road west of Poe Cove (Highland Lake Estates, Section 21, all of Lots 21234 through 21264 and portions of Lots 21231 through 21233). For additional information, please contact us and include the above highlighted project number with all inquiries:

E-mail: development@lagovistatexas.gov
Phone Number: 512-267-5259

Please return your comments as soon as possible. Individuals who do not own property within the notification boundary or those unable to deliver written comments must attend the public hearing to provide input. **Please note that unexplained support or opposition is less useful to the voting members than comments with context and a specific basis.**

☒ In Favor ☐ Opposed

Comments:

Signed: _____

Komal

Ashwin

This **whole page** may be returned as follows:

E-mail: development@lagovistatexas.gov
Postal Address: City of Lago Vista, Development Services,
P.O. Box 4727, Lago Vista, TX, (U.S.A.) 78645
In Person at Front Counter: Development Services, Lago Vista City Hall,
Located at 5803 Thunderbird St.

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 6, 2024

SUBMITTED BY: Roy Jambor, Development Services

SUBJECT: Hold a public hearing for discussion, consideration, and possible action on Ordinance No. 24-06-06-03, an ordinance of the City Council of Lago Vista, Texas amending Section 3.123 of Chapter 3, and Sections 2.10, 5.30, and Section 5.40 of Chapter 14 of the Lago Vista Code of Ordinances to clarify regulations and exemptions related to minimum setback requirements.

BACKGROUND: This proposed ordinance amendment is the final component in the series of recommendations primarily intended to eliminate any redundancy or inconsistencies between provisions that are contained in both Chapter 3 (Building Regulations) and Chapter 14 (the Lago Vista Zoning Ordinance). Moreover, this one is perhaps the easiest to identify and understand. Chapter 3 inexplicably included a number of exceptions to the minimum setback requirements, which are quite simply zoning regulations and not building regulations. Even more importantly those exemptions contradicted the very general provisions that were in Chapter 14.

In this case, the Building and Standards Commission recognized that the substantive provisions needed to be located in the Zoning Ordinance and therefore recommended the removal of anything more than a helpful cross-reference to the setback regulations in Chapter 14. Moreover, they facilitated a necessary collaborative effort that began with a joint subcommittee composed of members from both the Building and Standards Commission and the Planning and Zoning Commission. This subcommittee helped devise a potential solution, which was subsequently presented to the full membership of the Planning and Zoning Commission as a potential ordinance amendment. No further action by the Building and Standards Commission was required, as their full membership had already recommended removing any substantive setback regulations from Chapter 3.

Although the Building and Standards Commission initiated this

rather lengthy task at their meeting on March 2, 2022, their recommendations regarding this and the very large range of topics they undertook were not finalized until their January 10, 2024, meeting.

The amendments to Chapter 3 mentioned above were unanimously recommended by the six members present at that last meeting. The corresponding amendments to Chapter 14 were not considered by the full membership of the Planning and Zoning Commission until the required public hearing was advertised to be included on the agenda for their regular meeting on May 9, 2024. Six of the regular members were present at that meeting along with one alternate member, who participated in the unanimous recommendation to amend Chapter 14 as described in this packet.

FINDINGS:

In accordance with Section 13.30 of Chapter 14, an amendment to the text of the Zoning Ordinance requires that: 1) it be initiated by the Planning and Zoning Commission or City Council; 2) that the Commission hold at least one public hearing; and 3) that the City Council hold at least one public hearing. The amendments to Chapter 3 do not require a public hearing. However, the Building and Standards Commission formulated their recommendations in public meetings beginning on March 2, 2022 until the final review on January 10, 2024. The Planning and Zoning Commission conducted a public hearing prior to forwarding their recommended amendment to the associated provisions within Chapter 14 on May 9, 2024. As such, the public hearing scheduled during the City Council meeting on May 16, 2024, will satisfy all requirements.

FINANCIAL IMPACT: N/A

ATTACHMENTS:

[Clarify setback requirements and exemptions packet.pdf](#)

ORDINANCE NO. 24-06-06-03

AN ORDINANCE OF THE CITY COUNCIL OF LAGO VISTA, TEXAS, AMENDING SECTION 3.123 OF CHAPTER 3, AND SECTIONS 2.10, 5.30, AND 5.40 OF CHAPTER 14 OF THE LAGO VISTA CODE OF ORDINANCES TO CLARIFY REGULATIONS AND EXEMPTIONS RELATED TO MINIMUM SETBACK REQUIREMENTS; AND PROVIDING FOR RELATED MATTERS.

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

WHEREAS, the City Council of the City of Lago Vista has previously established regulations and exemptions related to minimum setback requirements within both Chapter 3 and Chapter 14 of the Code of Ordinances, and

WHEREAS, both the staff and members of the Building and Standards Commission and the Planning and Zoning Commission of the City of Lago Vista had become aware that the provisions relating to setback requirements and exemptions from setback requirements within Chapter 3 were not consistent with the provisions within Chapter 14; and

WHEREAS, the Building and Standards Commission has undertaken a review of existing regulations in Chapter 3 of the Code of Ordinances for consistency with provisions of Chapter 14 along with an evaluation of potential organizational improvements that continued after it was initiated beginning with their meeting on March 2, 2022 and ending with their meeting on January 10, 2024; and

WHEREAS, during the course of that effort a joint subcommittee including members of both the Building and Standards Commission and the Planning and Zoning Commission was formed to facilitate the collaboration necessary to forward recommended amendments to both Chapter 3 and Chapter 14 that would result in consistent requirements with the desired outcomes; and

WHEREAS, following the receipt of that information from the joint subcommittee, the Planning and Zoning Commission has undertaken a review of existing regulations related to setback requirements and exemption from setback requirements within Chapter 14 following a public hearing at their regular meeting on May 9, 2024; and

WHEREAS, the Building and Standards Commission of the City of Lago Vista has forwarded a recommendation to the City Council to amend the requirements contained in Chapter 3 of the Lago Vista Code of Ordinances as described below; and

WHEREAS, the Planning and Zoning Commission of the City of Lago Vista has forwarded a recommendation to the City Council to amend the requirements contained in Chapter 14 of the Lago Vista Code of Ordinances as described below; and

WHEREAS, the City Council following a public hearing to consider this ordinance amendment held on June 6, 2024, reviewed the recommendation, and found the changes to be warranted.

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

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

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

SECTION 2. AMENDMENT. The City Council of the City of Lago Vista, Texas does hereby amend Chapter 3 and Chapter 14 of the Lago Vista Code of Ordinances as shown in **Exhibit “A,”** and **Exhibit “B.”**

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

SECTION 4. SEVERABILITY CLAUSE. If any section, subsection, article, paragraph, sentence, clause, phrase or word in this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

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

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

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

AND, IT IS SO ORDERED.

PASSED AND APPROVED this 6th day of June 2024.

Kevin Sullivan, Mayor

ATTEST:

Lucy Aldrich, City Secretary

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

EXHIBIT “A”

CHAPTER 3

BUILDING REGULATIONS

ARTICLE 3.100 BUILDING CODES AND CONSTRUCTION

Sec 3.123 Minimum Standards For All Single-Family And Two-Family Residential Buildings

- (a) Every building, structure, or part thereof erected or altered, or used for residential use in the city containing one or more dwelling units shall conform to the provisions of this article and Chapter 14, the Lago Vista Zoning Ordinance.
- (1) Setbacks. Setbacks are zoning regulations established in Chapter 14. Those provisions include language that establishes the types of structures that are subject to minimum setback requirements. See Sections 2.10, 5.30, 5.40, 22, and Table A of Chapter 14.
- (2) Construction within Easements. Construction over easements is generally not allowed. The City Manager or their designee may however approve encroachments into an easement. Nonetheless, it shall be fully understood and agreed that any construction improvements within dedicated utility or drainage easements may have to be removed at the owner's expense should the use of such easements be required by the entity benefiting from the easement or be required to provide adequate drainage or easements in other appropriate locations.

EXHIBIT “B”

CHAPTER 14

ZONING

2.10 Definitions

The words used in this chapter and not defined in this section shall have their ordinarily accepted meaning. For the purposes of this chapter the following words and phrases shall have the meaning respectively ascribed to them herein:

SETBACK: The minimum required horizontal distance between the property line and the corresponding wall or any projection of a building or structure, excluding improvements such as uncovered steps, uncovered balconies, uncovered porches, walkways, and roof overhangs or as otherwise explicitly described within this chapter only.

5.30 Building Setback Distances

- (a) No principal building or structure shall have any front, side, or rear setback distance less than that required by Table A, Table of Development Standards.
- (b) Unroofed steps, balconies, porches, roof overhangs, and ramps shall not be considered as part of the principal building or structure when measuring the setback distance of such building or structure. Also see specific exemptions as described and limited in Section 5.40(f) below.

5.40 Yards

Yards are the required minimum open areas between building setback lines and lot lines. Structures shall not be permitted in yards except as otherwise provided herein or the building code.

- (a) **Front Yards.** Front yards extend the full width of the lot. Their depth is measured from the edge of the right-of-way line of the street to the minimum front setback line.
- (b) **Rear Yards.** Rear yards extend the full width of the lot. Their depth is measured from the rear lot line to the minimum rear setback line.
- (c) **Side Yards.** Side yards extend from the front yard to the rear yard. Their depth is measured from the side lot line to the nearest minimum side setback line, parallel to the adjacent property line. As Table A includes both a minimum side yard setback and a cumulative minimum side yard setback, the side yard building lines cannot be considered absolute. The cumulative minimum side yard requirement is based on the sum of the two smallest side yards, regardless of the number of property lines that are not geometrically continuous that might define those side yards.

- (d) Through lots/double fronted lots. Lots abutting a street in both the front and rear. In the case of through lots abutting on more than one street, the full width of the front yard shall be provided at each street. Except for double frontage lots that include a landscaped pedestrian path and screening wall as part of the public improvements integral to the development, the rear yard shall meet all other front yard requirements or restrictions, including those related to fences in Section 22 below.
- (e) All garage openings shall have yards of at least 20 feet (a 20-foot setback), measured perpendicular to the nearest property line at a right-of-way and notwithstanding a lesser requirement otherwise specified in Table A below.
- (f) The following structures are exempt from the setback requirement in accordance with the specific conditions and limitations described:
 - (1) Uncovered wood decks are permitted within required rear yard setbacks when the maximum height above adjacent grade is less than thirty inches;
 - (2) Retaining walls are allowed within any required setback when at least one side of the wall includes backfill that is within six inches of the top of the wall;
 - (3) Air conditioning equipment and above-ground propane tanks will be allowed in a side yard setback, so long as they do not preclude or inhibit access to the rear of the property for emergency services;
 - (4) Accessory buildings within residential zoning districts that are 120 square feet or less in area as specifically provided for in Section 6.10(b)(2) of Chapter 14 below;
 - (5) Fences in accordance with Section 22 of Chapter 14 below; and
 - (6) Fountains, free-standing trellises, flag poles, basketball goals, and other similar structures.

CHAPTER 3

BUILDING REGULATIONS

ARTICLE 3.100 BUILDING CODES AND CONSTRUCTION

Sec 3.123 Minimum Standards For All Single-Family And Two-Family Residential Buildings

- (a) Every building, structure, or part thereof erected or altered, or used for residential use in the city containing one or more dwelling units shall conform to the provisions of this article and Chapter 14, the Lago Vista Zoning Ordinance.

- (1) ~~Exceptions Setbacks. The following structures may be located within the front yard setback and in the side yard setbacks for corner lots:~~ Setbacks are zoning regulations established in Chapter 14. Those provisions include language that establishes the types of structures that are subject to minimum setback requirements. See Sections 2.10, 5.30, 5.40, 22, and Table A of Chapter 14.

~~(A)—Driveways, parking aprons and required culverts;~~

~~(B)—Mailbox structures;~~

~~(C)—Walkways and reasonable landscaping structures;~~

~~(D)—Retaining walls;~~

~~(E)—Driveway and walkway marking pillars and lightning supports;~~

~~(F)—Screened or buried solid waste container (multifamily only);~~

~~(G)—Buried septic system.~~

- (2) ~~Exceptions Construction within Easements. The following structures may be located within side yard setbacks:~~ Construction over easements is generally not allowed. The City Manager or their designee may however approve encroachments into an easement. Nonetheless, it shall be fully understood and agreed that any construction improvements within dedicated utility or drainage easements may have to be removed at the owner's expense should the use of such easements be required by the entity benefiting from the easement or be required to provide adequate drainage or easements in other appropriate locations.

~~(A)—Walkways, golf cart paths, and reasonable landscaping structures;~~

~~(B)—Retaining walls;~~

~~(C) Buried septic systems.~~

~~(3) Exceptions. The following structures may be located within rear yard setbacks:~~

~~(A) Retaining walls, providing ample provision is allowed for drainage structures should such be required;~~

~~(B) Drainage structures;~~

~~(C) Fences;~~

~~(D) Air conditioning compressors, heat pumps and similar equipment and required screening;~~

~~(E) Screened solid waste containers;~~

~~(F) Boat docks;~~

~~(G) Decks and patios of wood or concrete are allowed, if they are not covered; and~~

~~(H) Swimming pools.~~

~~(4) Construction Over Easements. Construction over easements is generally not allowed. The city manager or his designee may permit this. However, it shall be fully understood and agreed that construction of any type over dedicated utility or drainage easements may have to be removed at the owner's expense should the use of such easements be required by the entity benefiting from the easement or be required to provide adequate drainage or easements elsewhere.~~

CHAPTER 14

ZONING

2.10 Definitions

The words used in this chapter and not defined in this section shall have their ordinarily accepted meaning. For the purposes of this chapter the following words and phrases shall have the meaning respectively ascribed to them herein:

SETBACK: The minimum required horizontal distance between the property line and the corresponding wall or any projection of a building **or structure**, excluding **improvements such as** uncovered steps, uncovered balconies, uncovered porches, **walkways**, and roof overhangs **that are in accordance with the building code or as otherwise explicitly described within this chapter only.**

5.30 Building Setback Distances

- (a) No principal building **or structure** shall have any front, side, or rear setback distance less than that required by Table A, Table of Development Standards.
- (b) Unroofed steps, balconies, porches, roof overhangs **in accordance with the building code**, and ramps shall not be considered as part of the principal building **or structure** when measuring the setback distance of such building **or structure**. **Also see specific exemptions as described and limited in Section 5.40(f) below.**

5.40 Yards

Yards are the required minimum open areas between building setback lines and lot lines. Structures shall not be permitted in yards except as otherwise provided herein or the building code.

- (a) **Front Yards.** Front yards extend the full width of the lot. Their depth is measured from the edge of the right-of-way line of the street to the minimum front setback line.
- (b) **Rear Yards.** Rear yards extend the full width of the lot. Their depth is measured from the rear lot line to the minimum rear setback line.
- (c) **Side Yards.** Side yards extend from the front yard to the rear yard. Their depth is measured from the side lot line to the nearest minimum side setback line, parallel to the adjacent property line. As Table A includes both a minimum side yard setback and a cumulative minimum side yard setback, the side yard building lines cannot be considered absolute. The cumulative minimum side yard requirement is based on the sum of **the two smallest** side yards **only**, regardless of the number of property lines that are not geometrically continuous that might define those side yards.

- (d) Through lots/double fronted lots. Lots abutting a street in both the front and rear. In the case of through lots abutting on more than one street, the full width of the front yard shall be provided at each street. Except for double frontage lots that include a landscaped pedestrian path and screening wall as part of the public improvements integral to the development, the rear yard shall meet all other front yard requirements or restrictions, including those related to fences in Section 22 below.
- (e) All garage openings shall have yards of at least 20 feet (a 20-foot setback), measured perpendicular to the nearest property line at a right-of-way and notwithstanding a lesser requirement otherwise specified in Table A below.
- (f) The following structures are exempt from the setback requirement in accordance with the specific conditions and limitations described:
 - (1) Uncovered wood decks are permitted within required rear yard setbacks when the maximum height above adjacent grade is less than thirty inches;
 - (2) Retaining walls are allowed within any required setback when at least one side of the wall includes backfill that is within six inches of the top of the wall;
 - (3) Air conditioning equipment and above-ground propane tanks will be allowed in a side yard setback, so long as they do not preclude or inhibit access to the rear of the property for emergency services;
 - (4) Accessory buildings within residential zoning districts that are 120 square feet or less in area as specifically provided for in Section 6.10(b)(2) of Chapter 14 below;
 - (5) Fences in accordance with Section 22 of Chapter 14 below; and
 - (6) Fountains, free-standing trellises, flag poles, basketball goals, and other similar structures.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 6, 2024

SUBMITTED BY: Roy Jambor, Development Services

SUBJECT: Hold a public hearing for discussion, consideration, and possible action on Ordinance No. 24-06-06-04, an ordinance of the City Council of Lago Vista, Texas amending Section 11.40, Section 11.60, and Section 13.20 of Chapter 14 of the Lago Vista Code of Ordinances to establish formal minimum deadlines for zoning applications determined to be complete in order to be noticed for inclusion on the appropriate agenda.

BACKGROUND: Following the recently established provisions in the applicable rules of procedure that requires the publication of packets used by the Planning and Zoning Commission or Board of Adjustment on or before the time at which statutory notices are posted or mailed, it became common for many of these packet publication deadlines to occur on the same approximate date. Together with other recent changes, such as the requirement that packets be published at the same time that the agenda is required to be posted, created a significant additional burden on the Development Services Department staff.

For example, the Development Services Department staff is required to complete the packet for the City Council meeting that occurs on the first Thursday of each month by noon on the eighth day before that scheduled meeting date. That is exactly 15 days before the regular scheduled meeting for the Planning and Zoning Commission which occurs on the second Thursday of each month. That means the signs, notice letters, and packets must all be published on the same day each month that a City Council packet is due. Although none of those deadlines have been missed so far, several nights with little or no sleep were required, and errors in notices that might have been prevented with a more reasonable schedule occurred.

An agenda item was created to discuss potential solutions at the Planning and Zoning Commission meeting on April 11, 2024. A joint subcommittee composed of members of the three boards supported by the Development Services Department staff to discuss potential amendments to the

meeting dates was considered a possibility. However, the clear sentiment of the Commission during that discussion was to establish a formal deadline for zoning applications in Chapter 14 that would provide the staff sufficient time to perform those tasks. Without such a formally published deadline in the ordinance or anywhere else, applicants were instead able to effectively argue that the staff was obligated to include their application (even those with apparent flaws that made them arguably incomplete) on the next agenda in which the statutory notification was still possible.

In accordance with that discussion, the proposed amendment to Chapter 14 was advertised for a public hearing during their regular meeting scheduled for May 9, 2024. The proposed minimum deadline of sixty days prior to a scheduled meeting for a complete application with the Development Services Director explicitly authorized to determine when an application is deemed to be complete was unanimously recommended by the six regular members and the alternate member that was in attendance at that meeting.

Unrelated to the specific purpose at hand, the original draft included an amendment to ensure that the language about the requirements for the Board of Adjustment members to prepare for a variance application was identical to the language that was recently crafted about their obligation to prepare for a special exception application. As all of that language is currently under scrutiny by the City Attorney for a potential future amendment, no changes to that language prior to that forthcoming input was recommended.

FINDINGS:

In accordance with Section 13.30 of Chapter 14, an amendment to the text of the Zoning Ordinance requires that: 1) it be initiated by the Planning and Zoning Commission or City Council; 2) that the Commission hold at least one public hearing; and 3) that the City Council hold at least one public hearing. As mentioned above, the public hearing was preceded by a discussion by the Planning and Zoning Commission to consider potential solutions that did not require an ordinance amendment at their meeting on April 11, 2024.

It was at that open meeting that the decision to advertise a public hearing for a potential recommendation to amend Chapter 14 was made. It was advertised for a public hearing at the regular meeting of the Planning and Zoning Commission meeting on May 9, 2024, and the City Council meeting scheduled for June 6, 2024. The Planning and Zoning Commission unanimously recommended approval of the amendment following the required public hearing, with six regular members and one alternate member in attendance. All

procedural prerequisites will have been met following the public hearing at the City Council meeting and it only remains for the City Council to conclude that the proposed changes are warranted.

FINANCIAL IMPACT: N/A

ATTACHMENTS:

[Chapter 14 Complete Application Receipt Deadlines packet.pdf](#)

ORDINANCE NO. 24-06-06-04

AN ORDINANCE OF THE CITY COUNCIL OF LAGO VISTA, TEXAS, AMENDING SECTION 11.40, SECTION 11.60, AND SECTION 13.20 OF CHAPTER 14 OF THE LAGO VISTA CODE OF ORDINANCES TO ESTABLISH FORMAL MINIMUM DEADLINES FOR ZONING APPLICATIONS DETERMINED TO BE COMPLETE IN ORDER TO BE NOTICED FOR INCLUSION ON THE APPROPRIATE AGENDA; AND PROVIDING FOR RELATED MATTERS.

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

WHEREAS, the City Council of the City of Lago Vista has not previously created provisions that formally established minimum deadlines for zoning applications or the explicit authority for determining whether an application was complete enough for inclusion on a forthcoming agenda of the Planning and Zoning Commission or the Board of Adjustment; and

WHEREAS, the City Council has recently established provisions in the applicable rules of procedure that requires publication of the packets for the use by the Planning and Zoning Commission or the Board of Adjustment on or before the time at which statutory notices are posted or mailed; and

WHEREAS, together with the existing procedures and deadlines for publication of City Council meeting packets and the existing procedures requiring publication of all other packets at the same time the agenda is required to be posted in accordance with the Open Meetings Act, Chapter 551 of the *Texas Government Code*, multiple simultaneous deadlines were created that were causing a significant burden on the Development Services Department staff; and

WHEREAS, the Planning and Zoning Commission of the City of Lago Vista has undertaken a discussion of possible solutions to relieve that burden caused by simultaneous deadlines, including possible amendments to the regular meeting schedule of the Planning and Zoning Commission and Board of Adjustment during their meeting on April 11, 2024; and

WHEREAS, at that regular meeting on April 11, 2024, the Planning and Zoning Commission of the City of Lago Vista directed the staff to advertise a public hearing for potential amendments to Chapter 14 that would establish formal minimum deadlines of at least sixty days for all zoning applications requiring public hearings and associated notices that would relieve that burden on the Development Services Department staff; and

WHEREAS, the Planning and Zoning Commission of the City of Lago Vista has undertaken a review of those regulations and conducted a public hearing at their regular meeting on May 9, 2024; and

WHEREAS, the Planning and Zoning Commission of the City of Lago Vista has forwarded a recommendation to the City Council to amend the requirements of Section 11.40, Section 11.60, and Section 13.20 of Chapter 14 of the Lago Vista Code of Ordinances as described below; and

WHEREAS, the City Council at its public hearing to consider this ordinance amendment held on June 6, 2024, reviewed the recommendation, and found the changes to be warranted.

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

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

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

SECTION 2. AMENDMENT. The City Council of the City of Lago Vista, Texas, does hereby amend Section 11.40, Section 11.60, and Section 13.20 of Chapter 14 of the Lago Vista Code of Ordinances as shown in **Exhibit “A.”**

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

SECTION 4. SEVERABILITY CLAUSE. If any section, subsection, article, paragraph, sentence, clause, phrase or word in this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and publication in accordance with the provisions of the *Texas Local Government Code*.

SECTION 6. OPEN MEETINGS. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*.

AND, IT IS SO ORDERED.

PASSED AND APPROVED this 6th day of June, 2024.

Kevin Sullivan, Mayor

ATTEST:

Lucy Aldrich, City Secretary

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

EXHIBIT “A”

CHAPTER 14

ZONING

11.40 Variance Procedure

- (a) Application and Fee. An application for a variance to the provisions of this chapter shall be made in writing to the City in a form prescribed by the City Manager and shall be accompanied by the fee prescribed by ordinance, a site plan, and additional information as may be requested in order to properly review the application. Such information may include, but is not limited to: plats, site and building plans, and contour maps.
- (b) Application Deadline. Consideration of the application by the Board of Adjustment shall occur at a regular scheduled or special call meeting following a public hearing no sooner than sixty (60) days after receipt of an application determined to be complete at the sole discretion of the Development Services Director.
- (c) Review by the Board.
 - (1) Review. The Board of Adjustment members shall adequately prepare to make the required determinations for each application for a variance, including studying the application material and visiting the site, subject to compliance with the City’s ethics policy and in the absence of a disability.
 - (2) Notice and Hearing. Notice requirements for a public hearing by the Board of Adjustment for a variance application shall meet the standards established in Section 13.40.

11.60 Special Exceptions Approvals

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

- (1) Application, Fee, and Deadline. An application for a special exception approval in accordance with the provisions of this chapter shall be made in writing to the City using a form prescribed by the City Manager or their designee and shall be accompanied by the application fee prescribed by ordinance. Applications shall also include all documents required to describe relevant aspects of the proposed construction and additional information as may be requested to facilitate a proper and complete evaluation. Such information shall include, but not be limited to site plans, survey of existing improvements and protected trees, topographic information, and accurate building plans drawn to scale.

Consideration of the application by the Board of Adjustment shall occur at a regular scheduled or special call meeting following a public hearing no sooner than sixty (60) days after receipt of an application determined to be complete at the sole discretion of the Development Services Director.

- (2) Public Hearing. The Board of Adjustment shall hold a public hearing prior to consideration of any special exception application.
 - (A) Notice requirements for a public hearing by the Board of Adjustment for a special exception approval shall meet the standards established in Section 13.40.
 - (B) The public hearing to consider a special exception application shall be held at a regularly scheduled or special called Board of Adjustment meeting. The Board may adjourn the public hearing and reopen the hearing on the site seeking the special exception approval at a time announced during the meeting that includes the original public hearing.
 - (C) Board of Adjustment members shall adequately prepare to make the required determinations, including studying the application material and visiting the site, subject to compliance with the City's ethics policy and in the absence of a disability. Board members who have not adequately prepared may not vote on the consideration of a special exception application.

13.20 Procedure for a Change of Zoning Classification of a Parcel of Land

- (a) Who May Initiate Request to Change a Zoning Classification. A request to change the zoning classification of a parcel of land may be initiated by the owner of such parcel or his authorized agent. The City may also propose a zoning change on its own motion, without such a request.
- (b) Manner of Initiating a Zoning Change Request.
 - (1) Application by Property Owner. A property owner or his authorized agent may file an application with the City Manager requesting the zoning or a change of zoning for real property. All property owners shall sign the application form and become parties to the application or provide a copy to the City of their express written authority to an agent acting on their behalf in a format compliant with all applicable state requirements. Whenever a property is owned by a corporation, a limited liability company, a partnership or any other similar entity, the person signing on behalf of that entity will provide documentation of that authority. In the case of multiple property owners, a single individual shall be designated on the application form as the source and recipient of all formal correspondence and be responsible for communication with all other parties to the application. Such application

shall be accompanied by a fee established by the Council, and shall contain the following information, unless waived in writing by the City Manager or his designee:

- (A) The legal description and address of the parcel for which the application is made (the “subject parcel”).
 - (B) A map showing the present zoning classification, if any, of the subject parcel and of each abutting, adjacent or contiguous parcel.
 - (C) The present use of the subject parcel and of each abutting, adjacent or contiguous parcel.
 - (D) The type and location of all structures on the subject parcel and on each abutting, adjacent or contiguous parcel.
 - (E) The zoning requested and the proposed use of the subject parcel.
 - (F) Conceptual plan, if required by ordinance.
 - (G) If required by the planning and zoning commission or city council, a traffic impact analysis.
 - (H) A map showing the location and line size of the nearest or proposed point of connection to, wastewater and water lines.
 - (I) Certification from all applicable taxing authorities that all taxes due on the subject parcel sought to be zoned or rezoned have been paid.
 - (J) Any other relevant information requested by the Commission or the Council.
- (2) Application Deadline. Consideration of the application by the Planning and Zoning Commission shall occur at a regular scheduled or special call meeting following a public hearing no sooner than sixty (60) days after receipt of an application determined to be complete at the sole discretion of the Development Services Director.
- (c) Review of Zoning Change Requests by Planning and Zoning Commission. The Commission shall:
- (1) Review each application for a zoning change.
 - (2) Conduct a hearing. Notice of a hearing before the Commission shall be given by notification as prescribed in Section 13.40(a)(1) and (a)(2) below. Notice of the hearing before the Commission may be combined with the notice given for the hearing on the same matter before the Council.
 - (3) Following the hearing on the requested change it shall prepare a recommendation for the Council.
- (d) Required Conformance to Master Plan. The adopted Comprehensive Plan documents the current land use policy recommendations applicable within the municipality and serves as a guideline for future zoning decisions that will yield a balanced, diversified, and compatible pattern of development consistent with the vision of its citizens. While it does not establish zoning regulations or establish zoning district boundaries, no zoning application deemed to be inconsistent

with the Comprehensive Plan shall be considered without first successfully seeking an amendment, in accordance with the provisions below, that eliminates that inconsistency.

- (1) An application for an amendment to the Comprehensive Plan shall be required prior to the approval of a zoning change application whenever the City Manager or their designee determines that the proposed change is otherwise inconsistent with the adopted Comprehensive Plan. An appeal of that determination shall comply with the procedures outlined in Section 11.50 of this chapter.
- (2) An amendment to either the text of the Comprehensive Plan or any of its various components, including but not limited to the Future Land Use Plan or Map, shall be requested using the required form available from the Development Services Department and include the fee specified in Appendix A.
- (3) The procedure for an amendment to the Comprehensive Plan shall be the same as specified in this section for a zoning change, including the ability of the City to initiate a proposed amendment and the notice required by Section 13.40 when specific property is the subject of the request. However, the provisions of 13.20(e)(3) are not applicable. Consideration of the application by the Planning and Zoning Commission shall occur at a regular scheduled or special call meeting following a public hearing no sooner than sixty (60) days after receipt of an application determined to be complete at the sole discretion of the Development Services Director. A successful application shall be accompanied by an amendment to the ordinance that adopted the current Comprehensive Plan. That amendment shall require the affirmative vote of at least three-fourths (3/4) of all members of the governing body for adoption.

CHAPTER 14

ZONING

11.40 Variance Procedure

- (a) Application and Fee. An application for a variance to the provisions of this chapter shall be made in writing to the City in a form prescribed by the City Manager and shall be accompanied by ~~the fee prescribed by ordinance,~~ a site plan, and additional information as may be requested in order to properly review the application. Such information may include, but is not limited to: plats ~~plans,~~ site and building plans, and contour maps.
- (b) ~~Signs Required for Proposed Variance Application Deadline. At the time a proposed zoning change or variance application is filed, the City shall place easily visible signs on the property in accordance with Section 13.40 below.~~ Consideration of the application by the Board of Adjustment shall occur at a regular scheduled or special call meeting following a public hearing no sooner than sixty (60) days after receipt of an application determined to be complete at the sole discretion of the Development Services Director.
- (c) Review by the Board.
 - (1) Review. The Board of Adjustment members shall ~~review~~ adequately prepare to make the required determinations for each application for a variance, including studying the application material and visiting the site, subject to compliance with the City's ethics policy and in the absence of a disability. ~~Members of the Board or duly appointed City officials shall visit the site where the proposed variance will apply and the surrounding area, and shall report their finding to the Board.~~
 - (2) Notice and Hearing. ~~The Board shall notify property owners in accordance with Section 13.40 below of a public hearing at which the variance will be considered. The Board shall hold a public hearing within forty five (45) days from the date of acceptance.~~ Notice requirements for a public hearing by the Board of Adjustment for a variance application shall meet the standards established in Section 13.40.

11.60 Special Exceptions Approvals

- (a) Purpose. Except as specifically described elsewhere herein, these land use regulations are based upon the division of the City of Lago Vista into zoning districts, within which the treatment of land and improvements is substantially uniform. It is recognized, however, that there are certain improvements that, because of their unique characteristics or circumstances, must be considered individually to address the impact on neighboring land and the community while considering a specific need at a particular location. As such, the Board of Adjustment may approve a special exception in accordance

with the various specific procedures described in this section. Such approval, with or without conditions, shall be based on the standards described below.

(b) Generally.

- (1) Application, Fee, and Fee Deadline. An application for a special exception approval in accordance with the provisions of this chapter shall be made in writing to the City using a form prescribed by the City Manager or their designee and shall be accompanied by the application fee prescribed by ordinance. Applications shall also include all documents required to describe relevant aspects of the proposed construction and additional information as may be requested to facilitate a proper and complete evaluation. Such information shall include, but not be limited to site plans, survey of existing improvements and protected trees, topographic information, and accurate building plans drawn to scale.

Consideration of the application by the Board of Adjustment shall occur at a regular scheduled or special call meeting following a public hearing no sooner than sixty (60) days after receipt of an application determined to be complete at the sole discretion of the Development Services Director.

- (2) Public Hearing. The Board of Adjustment shall hold a public hearing prior to consideration of any special exception application.
 - (A) Notice requirements for a public hearing by the Board of Adjustment for a special exception approval shall meet the standards established in Section 13.40.
 - (B) The public hearing to consider a special exception application shall be held at a regularly scheduled or special called Board of Adjustment meeting. The Board may adjourn the public hearing and reopen the hearing on the site seeking the special exception approval at a time announced during the meeting that includes the original public hearing.
 - (C) Board of Adjustment members shall adequately prepare to make the required determinations, including studying the application material and visiting the site, subject to compliance with the City's ethics policy and in the absence of a disability. Board members who have not adequately prepared may not vote on the consideration of a special exception application.

13.20 Procedure ~~For A~~ for a Change ~~Of~~ of Zoning Classification ~~Of A~~ of a Parcel ~~Of~~ of Land

- (a) Who May Initiate Request to Change a Zoning Classification. A request to change the zoning classification of a parcel of land may be initiated by the owner of such parcel or his authorized agent. The City may also propose a zoning change on its own motion, without such a request.
- (b) Manner of Initiating a Zoning Change Request.
 - (1) Application by Property Owner. A property owner or his authorized agent may file an application with the City Manager requesting the zoning or a change of zoning for real property. All property owners shall sign the application form and become parties to the application or provide a copy to the City of their express written authority to an agent acting on their behalf in a format compliant with all applicable state requirements. Whenever a property is owned by a

corporation, a limited liability company, a partnership or any other similar entity, the person signing on behalf of that entity will provide documentation of that authority. In the case of multiple property owners, a single individual shall be designated on the application form as the source and recipient of all formal correspondence and be responsible for communication with all other parties to the application. Such application shall be accompanied by a fee established by the Council, and shall contain the following information, unless waived in writing by the City Manager or his designee:

- (A) The legal description and address of the parcel for which the application is made (the "subject parcel").
- (B) A map showing the present zoning classification, if any, of the subject parcel and of each abutting, adjacent or contiguous parcel.
- (C) The present use of the subject parcel and of each abutting, adjacent or contiguous parcel.
- (D) The type and location of all structures on the subject parcel and on each abutting, adjacent or contiguous parcel.
- (E) The zoning requested and the proposed use of the subject parcel.
- (F) Conceptual plan, if required by ordinance.
- (G) If required by the planning and zoning commission or city council, a traffic impact analysis.
- (H) A map showing the location and line size of the nearest or proposed point of connection to, wastewater and water lines.
- (I) Certification from all applicable taxing authorities that all taxes due on the subject parcel sought to be zoned or rezoned have been paid.
- (J) Any other relevant information requested by the Commission or the Council.

(2) Application Deadline. Consideration of the application by the Planning and Zoning Commission shall occur at a regular scheduled or special call meeting following a public hearing no sooner than sixty (60) days after receipt of an application determined to be complete at the sole discretion of the Development Services Director.

(c) Review of Zoning Change Requests by Planning and Zoning Commission. The Commission shall:

- (1) Review each application for a zoning change.
- (2) Conduct a hearing. Notice of a hearing before the Commission shall be given by notification as prescribed in Section 13.40(a)(1) and (a)(2) below. Notice of the hearing before the Commission may be combined with the notice given for the hearing on the same matter before the Council.
- (3) Following the hearing on the requested change it shall prepare a recommendation for the Council.

- (d) Required Conformance to Master Plan. The adopted Comprehensive Plan documents the current land use policy recommendations applicable within the municipality and serves as a guideline for future zoning decisions that will yield a balanced, diversified, and compatible pattern of development consistent with the vision of its citizens. While it does not establish zoning regulations or establish zoning district boundaries, no zoning application deemed to be inconsistent with the Comprehensive Plan shall be considered without first successfully seeking an amendment, in accordance with the provisions below, that eliminates that inconsistency.
- (1) An application for an amendment to the Comprehensive Plan shall be required prior to the approval of a zoning change application whenever the City Manager or their designee determines that the proposed change is otherwise inconsistent with the adopted Comprehensive Plan. An appeal of that determination shall comply with the procedures outlined in Section 11.50 of this chapter.
 - (2) An amendment to either the text of the Comprehensive Plan or any of its various components, including but not limited to the Future Land Use Plan or Map, shall be requested using the required form available from the Development Services Department and include the fee specified in Appendix A.
 - (3) The procedure for an amendment to the Comprehensive Plan shall be the same as specified in this section for a zoning change, including the ability of the City to initiate a proposed amendment and the notice required by Section 13.40 when specific property is the subject of the request. However, the provisions of 13.20(e)(3) are not applicable. **Consideration of the application by the Planning and Zoning Commission shall occur at a regular scheduled or special call meeting following a public hearing no sooner than sixty (60) days after receipt of an application determined to be complete at the sole discretion of the Development Services Director.** A successful application shall be accompanied by an amendment to the ordinance that adopted the current Comprehensive Plan. That amendment shall require the affirmative vote of at least three-fourths (3/4) of all members of the governing body for adoption.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 6, 2024

SUBMITTED BY: Sean Vance, Parks and Recreation

SUBJECT: Discussion, consideration, and possible action regarding grant transfer from Turnback Canyon Trail Conservatory to City of Lago Vista.

BACKGROUND: During the August 31, 2023, Council budget discussions, the City Council allocated \$200,000 in the FY23-24 Parks and Recreation budget. The Council made it clear that they wanted funds transferred from the Tree Replacement fund into the Parks and Recreation budget, and this transfer was made as part of the adopted budget process in September 2023.

The City Council also had a robust conversation regarding whether the City would take over the grant entirely. It was agreed during the August 31st meeting that the City Council would need to take this discussion up at a future meeting.

FINDINGS: Staff has obtained information from members of the Turnback Canyon Trail Conservancy Committee members.

FINANCIAL IMPACT: Phase I has a total cost of \$61,600, with a grant covering \$49,300 and a matching contribution of \$12,400. Phase II is estimated at \$102,400, with a grant of \$81,900 and a matching contribution of \$20,500. Additionally, the archeological study for Phase II is estimated at \$14,500. To maintain the eventual 20 miles of trail system, one full-time maintenance employee will be required, with a total salary and benefits package of approximately \$68,460. An additional truck is needed at a cost of \$38,000, and tools are estimated at \$3,000. The costs for signage, trash receptacles, and doggie stations are currently unknown and will depend on the quantities needed.

ATTACHMENTS:

TCTC transition to City of LV .pdf
Phase 1 GrantProgramAgreement.pdf
Phase 2.pdf
Instructions for approved grants.pdf
Turnback Canyon Trail Final Report.pdf
Signed Antiquities Permit & City Resolution.pdf
Scope and Fee - City of Lago Vista 1.3 mile Trail.pdf
Turnback Trail Conservancy Archaeological Survey Proposal final.pdf
Lago turnback.pdf



TURNBACK CANYON TRAIL CONSERVANCY

Turnback Canyon Trail Conservancy Proposal to City of Lago Vista

Carl Dieckmann – President



TURNBACK CANYON TRAIL CONSERVANCY

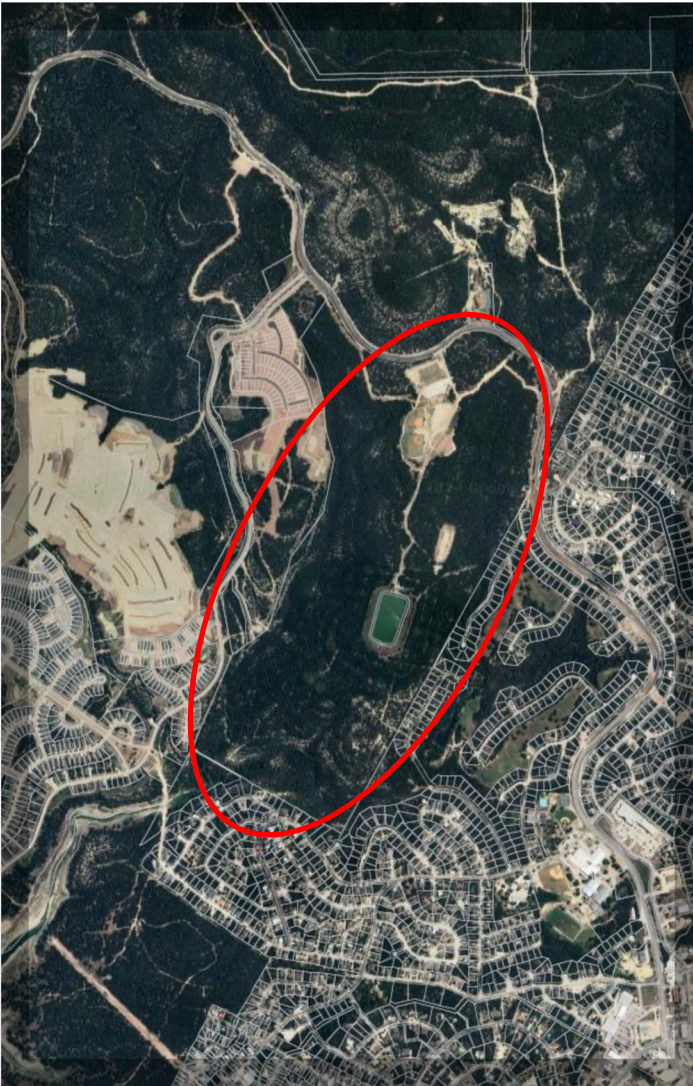
History

- Established July 2017 as a non-profit (501(3)c)
- Mission to build long-lasting, sustainable trails to promote healthy outside activities, utilizing professional trail builders
- Goals include the following...
 - A 20-mile interconnected trail network on the north side of Lake Travis
 - Connect the Balcones Canyonlands NWR, Sunset Park, and Lago Vista communities
 - Highlight the unique topographical features and ecosystem of the region
 - Provide opportunities for recreation, education and community building
- Received two federal assistance grants administered through Texas Parks and Wildlife
- Use community volunteers to assist professional trail builders reducing cost





TURNBACK CANYON TRAIL CONSERVANCY



Phase 1 - Trail from
Foothill Cove to Lakeside
Tessera

- Planning on using 2019 grant funds

Phase 2 - Continue the
trail north to connect with
Sunset Park

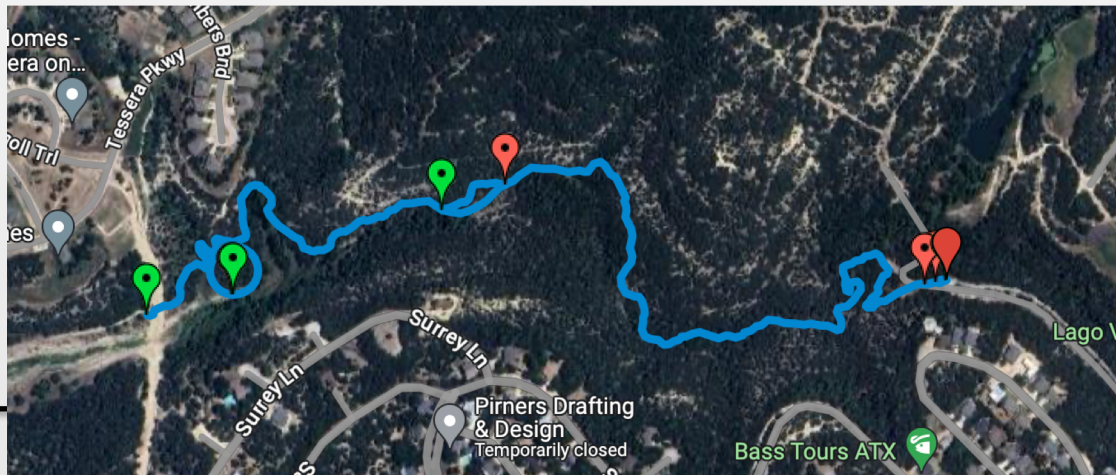
- Planning on using 2020 grant funds



TURNBACK CANYON TRAIL CONSERVANCY

Phase 1

- In May 2019 awarded \$61,600 Texas Parks and Wildlife grant (Grant [REC-2020-TCTC-00107](#))
 - \$49,300 is the federally funded amount with a \$12,400 match
- Originally budgeted to have excess funds with some flexibility in the trail plan if needed
- An Archeological study was required, paid for out of TCTC funds \$4450
- TCTC fulfilled nearly all of this (over 95%) commitment by funding the initial trail routing
 - The corridor has been professionally designed and cleared
- The grant requires three qualified quotes
 - we have quotes from three professional trail builders but they likely need to be updated

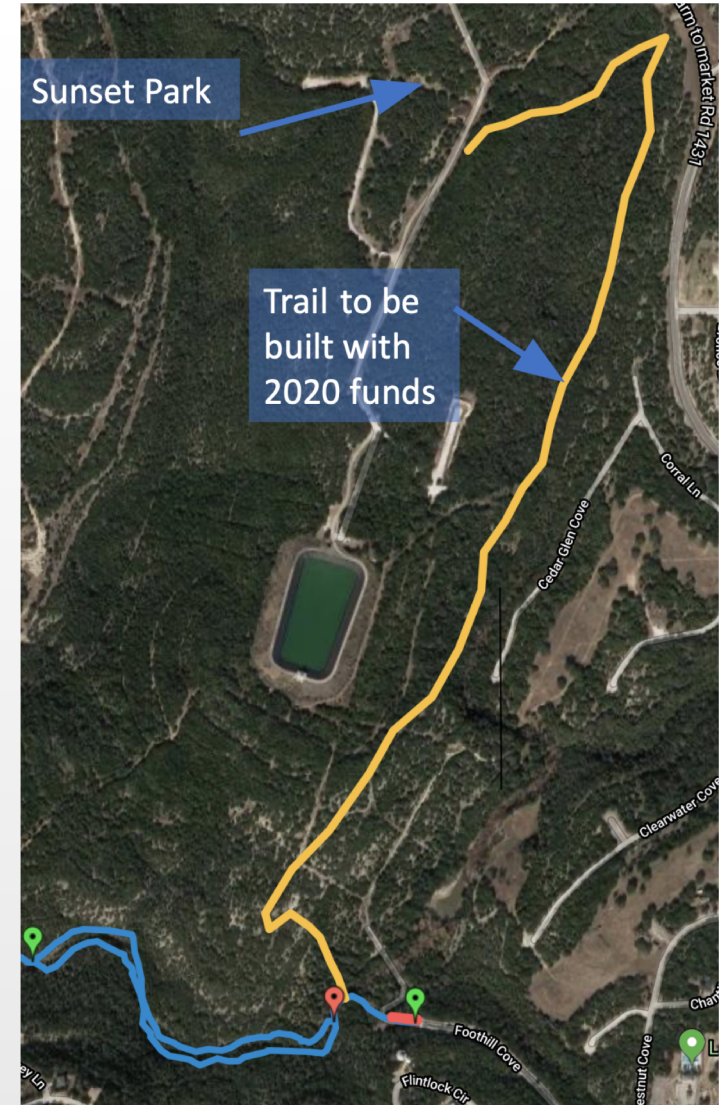




TURNBACK CANYON TRAIL CONSERVANCY

Phase 2

- In May 2020 awarded \$102,400 Texas Parks and Wildlife grant (Grant [REC-2020-TCTC-00077](#))
 - \$81,900 is the federally funded amount with a \$20,500 match
- Originally budgeted to have excess funds with some flexibility in the trail plan if needed
- Requires an archeological study with unknown costs, however this can be paid for out grant funds
- We have a plan to assist some or all of the require match funds with volunteer labor





TURNBACK CANYON TRAIL CONSERVANCY

Path Going Forward

- TCTC desires to transfer grant funds to City of Lago Vista - Parks and Rec department
- Allows the city to fund each phase immediately and get reimbursed - more efficient use of funds
- Saves time and effort allowing trail builders to construct each phase in one visit - our citizens get trails quicker!





TURNBACK CANYON TRAIL CONSERVANCY



TEXAS PARKS AND WILDLIFE

Recreation Grant Agreement Federal Sub-Award

TPWD P.O. Number: CA-0002463

Project Number: RT-19021

Sponsor Name: Turnback Canyon Trail Conservancy

Project Name: Turnback Canyon Trail - Phase 1A

Federal Award Identification Number (FAIN): 693JJ22030000Z940TXRT19021

Sponsor Unique Entity Identifier: 051494702

Catalogue of Federal Domestic Assistance Number (CFDA): 20.219

Agreement Term / Period of Performance: 09/10/2020 - 06/30/2025

Federal Share: \$49,300.00

Sponsor Share: \$12,325.00

Total Project Cost: \$61,625.00

SECTION 1 - PROJECT DESCRIPTION AND LOCATION

This subaward agreement (Grant Agreement) is entered into by the Texas Parks and Wildlife Department (Department), and the Turnback Canyon Trail Conservancy (Sponsor). This sub-award is funded through U.S. Department of Transportation - Federal Highway Administration issued to the Department on 09/10/2020

The scope of this Grant Agreement includes:

Turnback Canyon Trail Phase I: Construct new 2 mile +/- trail with trail bridges, benches, pet waste stations, trail markers, resource surveys, and engineering.

Project Location: 100 Foothill Cove, Lago Vista TX 78645 in Travis County.

Latitude: 30.482749

Longitude: -97.983659

This sub-award is not for research and development.

SECTION 2 - SPECIAL CONDITIONS APPLICABLE TO THIS AGREEMENT

Sponsor match to be a combination of cash, in-kind labor/equipment utilizing FEMA equipment rates and volunteer labor at \$21.35 per hour.

SECTION 3 - APPROVED INDIRECT COST RATE

NA. None.

SECTION 4 - KEY OFFICIALS

FOR TEXAS PARKS AND WILDLIFE DEPARTMENT:

Dana Lagarde
Director of Recreation Grants
4200 Smith School Road
Austin, Texas 78744
(512)389-8224
Dana.Lagarde@tpwd.texas.gov

Grant Manager:

Trey Cooksey
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744
(512) 389-8224
albert.cooksey@tpwd.texas.gov

Grant Coordinator:

Chris Sheffield
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744
(512) 389-8224
chris.sheffield@tpwd.texas.gov

FOR PROJECT SPONSOR:

Official Point of Contact

Carl Dieckmann
President
18808 Leisure Lane
Jonestown, Texas, 78645
(512) 289-2299
carldieckmann@gmail.com

Project Coordinator

Carl Dieckmann
President
18808 Leisure Lane
Jonestown, Texas, 78645
(512) 289-2299
carldieckmann@gmail.com

Fiscal Contact

Carl Dieckmann
President
18808 Leisure Lane
Jonestown, Texas, 78645
(512) 289-2299
carldieckmann@gmail.com

SECTION 5 - AWARD AND PAYMENT

- A. The Department will provide funding to the Sponsor in an amount not to exceed \$49,300.00 for the project described under Project Description and Location above and in accordance with the Department-approved budget summary attached.
- B. The Sponsor shall obtain prior approval from the Department for budget and program revisions, and shall request reimbursement via payment in accordance with the most current version of the Instructions for Approved Projects Recreation Grant Programs on form PWD BK P4000-1146.
- C. In order to receive a financial assistance award and to ensure proper payment, it is required that Sponsor maintain their registration with the System for Award Management (SAM), accessed at <http://www.sam.gov>. Failure to maintain registration can impact obligations and payments under this Grant Agreement and/or any other financial assistance or procurement documents the Sponsor may have with the Federal government.
- D. Expenses charged against awards under the Grant Agreement may not be incurred prior to the beginning of the Grant Agreement and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the Department Key Officials. The Sponsor shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
- E. Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.
- F. The Sponsor must meet their cost share commitment over the life of the award. At least 20% non-federal cost-share is required for costs incurred under this Grant Agreement.

SECTION 6 - MODIFICATION, REMEDIES FOR NON-COMPLIANCE TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties. Modifications will be in writing and approved by the Department and the authorized representative of Sponsor.
- B. Additional conditions may be imposed by the Department if it is determined that the Sponsor is non-compliant with the terms and conditions of this agreement.
- C. The Department may suspend program assistance under the project pending corrective action by the Sponsor or pending a decision to terminate the grant by the Department.
- D. The Sponsor may unilaterally terminate the project prior to the first payment on the project or within 90 days of the TPWD Approval Date, whichever occurs earlier. After the initial payment, the project may be terminated, modified, or amended by the Sponsor only by agreement with the Department.
- E. The Department may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the Sponsor has failed to comply with the conditions of the grant. The Department will promptly notify the Sponsor in writing of the determination and the reasons for termination, together with the effective date. Payments made to the Sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
- F. The Department or Sponsor may terminate grants in whole, or in part, at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portions to be terminated. The Sponsor shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Department may allow full credit to the Sponsor for the State/Federal share of the non-cancelable obligations, property incurred by the Sponsor, pending written receipt of the determination and the reasons for termination, together with the effective date. Payments made to the Sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
- G. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the Sponsor and the Department, or that all funds provided by the Department be returned.
- H. If the Sponsor does not comply with provisions as set forth in the grant agreement and the Recreation

Grants Manual regarding both active project compliance and compliance at previously assisted grant sites, the following actions may be taken:

1. The Department may withhold payment to the Sponsor;
2. The Department may withhold action on pending projects proposed by the Sponsor

SECTION 7 - CLOSEOUT

Sponsor will follow closeout procedures in the Instructions for Approved Projects Recreation Grant Programs PWD BK P4000-1146.

SECTION 8 - TERMS OF ACCEPTANCE

By accepting funds under this grant, the Sponsor agrees to comply with the terms and conditions of this Grant Agreement, and the terms and conditions of all attachments that are applicable to the Sponsor. Sponsor also agrees to comply with assurances and certifications made in its approved grant application submitted via Recreation Grants Online, and applicable federal statutes, regulations and guidelines. Sponsor agrees to fulfill the grant in accordance with the approved grant application, budgets, supporting documents, and all other representations made in support of the approved grant application.

Signature Authority

The person or persons signing this Grant Agreement on behalf of the Sponsor hereby warrant and guarantee that they are duly authorized by the Sponsor to execute this Grant Agreement on behalf of the Sponsor and to validly and legally bind the Sponsor to all the terms of this agreement.

Entire Agreement; Modifications Must Be in Writing

This Grant Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered unless with prior written approval by both parties.

Venue; Governing Law

This Grant Agreement shall be governed by the laws of the State of Texas. The proper place of venue for suit on or in respect of the Agreement shall be Travis County.

SECTION 9 – ATTACHMENTS INCORPORATED BY REFERENCE

The Federal regulations titled “2 CFR, Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>)

The following completed documents are attached to and made part of this Agreement:
Construction Assurances - Signature Required (Upload with Signed Grant Agreement)
Lobbying Form - Signature Required (Upload with Signed Grant Agreement)
TPWD Assurances for Federal Subawards
RTP Instructions for Approved Projects
Federal Notice of Award (Federal Project Authorization Agreement)
RT19021 Approved Budget

SECTION 10 – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

TEXAS PARKS AND WILDLIFE DEPARTMENT

Signature: Dana Lagarde

Date: 10/27/2021

SAM Date/Initials: 10/18/2021 / T.C.

Federal Aid Date/Initials: 08/23/2021 / T.C.

Turnback Canyon Trail Conservancy

Name: _____

Title: _____

Signature: _____

Date: _____

General Information

Turnback Canyon Trail Conservancy

REC-2020-TCTC-00077

The Recreational Trail Grant Program provides up to 80% matching funds for publicly accessible recreational trail projects throughout the state of Texas.

Prior to beginning this application, you must review the [Recreational Trails Program Guidance and Application Instructions](#)

DEADLINE

The application deadline is: Feb 1 2020 5:00PM.

IMPORTANT!

DUNS Number (REQUIRED)

Sponsors: Federal law (2 CFR Part 25, Central Contractor Registry and Data Universal Numbering System) mandates that all entities applying for Federal financial assistance must have a valid Dun & Bradstreet Data Universal Number System (DUNS) number and have a current registration in the Central Contractor Registry (CCR). SPONSORS SHOULD ENTER THIS NUMBER IN YOUR SPONSOR PROFILE

SAM Registration CAGE Code (REQUIRED)

Sponsors: Register in SAM online at <http://www.sam.gov>. Once registered in SAM, entities must renew and revalidate their SAM registration at least every 12 months from the date previously registered. Entities are strongly urged to revalidate their registration as often as needed to ensure that SAM is up to date and in synch with changes that may have been made to DUNS and IRS information. SPONSORS SHOULD ENTER THEIR SAM CAGE CODE IN THE SPONSOR PROFILE.

Application Documents to Review Before Completing the Application

All required documents are available under the Resources link, and fillable-downloadable forms will be available in the appropriate sections within the application.

[Recreational Trails Program Guidance and Application Instructions](#)[Recreational Trails Grant Program - Sample Blank 2020 Application](#)

If you have questions regarding any part the application documents or processes, please contact us:

Trey Cooksey
Program Manager
512-389-8743
trey.cooksey@tpwd.texas.gov

Chris Sheffield
Trails Coordinator
512-389-8749
Chris.Sheffield@tpwd.texas.gov

Erick Hetzel
Grant Coordinator
512-389-8128
Erick.Hetzel@tpwd.texas.gov

Erica Keller
OHV Program Coordinator
512-389-8230
Erica.Keller@tpwd.texas.gov

Technical Information and Support

If you need programmatic or technical support, please contact our office by phone (512-389-4822) or email

General Information

Turnback Canyon Trail Conservancy

REC-2020-TCTC-00077

(rec.grants@tpwd.texas.gov). Our normal hours are 8am-5pm, Monday through Friday.

Once you've completed all of the documents associated with this application, you must submit it by the application deadline in order for it to be considered. For instructions on submitting your application see the RGO 2020 Quick Start Guide in 'Resources' area of this website [located HERE](#).

Once submitted, you can download your complete application, but you will NO LONGER be able to make changes to it. If you discover an error in your submitted application PRIOR to the deadline, contact Blake Powers at blake.powers@tpwd.texas.gov.

Paper copies of the application will not be accepted.

Applicant Information

Turnback Canyon Trail Conservancy

REC-2020-TCTC-00077

Sponsor Information

Name of Sponsor/Applying Entity:	Turnback Canyon Trail Conservancy
Sponsor City:	Jonestown
Sponsor Address (Street):	18808 Leisure Lane
Sponsor State:	Texas
Sponsor County:	Travis County
Sponsor Zip Code:	78645
Sponsor Phone:	(512) 289-2299
Sponsor Fax (if applicable):	
Tax ID #/Comptroller ID (if government entity):	99999999999
Tax Exempt #/EIN (If Non-profit):	823254257
SAM - CAGE Code:	88WS0
DUNS Number:	051494702

Primary Grant Management Contact for this Application

Application's Primary Contact: If primary contact is not shown in the dropdown menu, your Sponsor Administrator will need to add that person to this application (instructions for doing that can be found [HERE](#)). Primary Contact Information will populate below after saving the page.

Dieckmann, Carl

Primary Contact Information:

Primary Contact First Name:	Carl
Primary Contact M.I.:	
Primary Contact Last Name:	Dieckmann
Primary Contact Title/Position:	President
Primary Contact Address (Street):	18808 Leisure Lane
Primary Contact City:	Jonestown
Primary Contact State:	Texas
Primary Contact Zip Code:	78645
Primary Contact Phone:	(512) 289-2299
Primary Contact Fax (if applicable):	
Primary Contact Email:	carldieckmann@gmail.com

Application Prepared By

Is the 'Primary Grant Management Contact' the person preparing this application for submission?

☒ Yes ☐ No
☐ No

Preliminary Acknowledgements, Eligibility Confirmation, Legal Information

Turnback Canyon Trail Conservancy

REC-2020-TCTC-00077

Preliminary Acknowledgements

☒ I certify that I have fully read and understand the [Recreational Trails Program Guidance and Application Instructions](#) document prior to completing this application.

Do you have Your DUNS and SAM CAGE Code?

☒ Yes ☐ No

Eligibility Information

Sponsor Entity Type:

- ☐ City/County
- ☐ State Agency
- ☐ Federal Agency
- ☐ Other Governmental Body
- ☒ Not-for-Profit

If Not-for-Profit is selected, confirm you hold current 501c3 or Texas Not-for-Profit status.

Upload Proof of Not-For-Profit Document:

https://tpwd-recgrants.intelligrants.com/_Upload/7071_1099320-IRSTaxExemptNotification001.pdf

Check All Eligible Project Activities that are part of this project:

- ☐ Acquisition of Easements or Leases for Trail Corridors
- ☐ Acquisition of Property by Fee Simple Title for Trail Corridors
- ☒ Construction of New Recreational Trails
- ☐ Educational or Interpretational Signage
- ☐ Environmental Mitigation
- ☐ Renovation of Existing Trails
- ☐ Trail Accessibility Improvements
- ☐ Trail-head or Trail-side Facilities

Project Must Be Maintained and Open to the Public

☒ I confirm that this project will be **maintained and regularly open to the public for 20 years or more** upon completion.

Briefly describe (1000 characters or less) the commitment to continued maintenance for the proposed project. Please indicate who will be responsible for which operational and maintenance functions and how they will be funded (sustainability plan):

Construction and the continued operation and maintenance of the trails will be performed by members of the Turnback Canyon Trail Conservancy, volunteers under the guidance of TCTC members and local contractors who will be paid with TCTC funds. The TCTC is a grassroots non-profit located on the north side of Lake Travis, with members who are well established in the community. TCTC has consulted with several trail building professionals to ensure that the most sustainable practices are utilized, reducing future maintenance needs. The City of Lago Vista has granted TCTC access to the area for the twenty-year agreement period, and we foresee that the trails will last well beyond twenty years.

List any previous grants received from the Recreation Grants Branch specific to this Project site. If none, enter

Preliminary Acknowledgements, Eligibility Confirmation, Legal Information

Turnback Canyon Trail Conservancy

REC-2020-TCTC-00077

N/A. (1000 characters or less):

Turnback Canyon Trail Conservancy submitted a grant request for Turnback Canyon Trail Phase I in 2019. We have received initial notification of being awarded the grant but it is still under review for approval. Actual trail construction for Phase I will commence after final agreements are signed. This grant application shares the same trail head at Foothill Cove but is for a new trail (Phase II) that connects to a sports complex currently under construction by the city of Lago Vista. Additionally, the TCTC was awarded the 2017 NPS RTCA Grant and was the #1 application out of 11 for the State of Texas that year. This RTCA grant did not involve money, but rather consulting on how to start and organize a nonprofit organization.

Describe any non-compliance issues with any grant from the Recreation Grants Branch and provide a plan of action to remedy. Applicants in non-compliance may be considered ineligible for funding, depending on the severity of the issues. If none, enter N/A. (4000 characters or less):

N/A

Legal Information

Proof of Ownership and/or Legal Control

Describe the ownership of the trail corridor. If the land is currently in public hands, identify the name of the public land. If the land is not in the sponsor's ownership, include a statement of permission from the landowner to construct the trail project and keep it open to the public for 20 years. If land, easement, or other property interest will be acquired, describe how this will be accomplished. If acquisition in fee simple, include a statement of why easement was not possible. (4000 characters or less)

The Turnback Canyon Trail Conservancy has created a public-private partnership between the City of Lago Vista, the Hines Corporation representing Lakeside Development, and the Balcones Canyonlands National Wildlife Refuge. Future plans include trail connectivity to networks on land owned or managed by all of these organizations, however, current trail development including the desired trail in this grant application is exclusively on City of Lago Vista land. The TCTC has been in close partnership with the City of Lago Vista and they have been highly supportive of the project. The proposed trail location is on an approximate 315 acre section of land and two adjoining 9 acre sections of land all owned by the city. This 315 acre section of land owned by the City of Lago Vista is often referred to as the "Cedar Breaks" or "Cedar Breaks Park Area". The trail area has been pledged for trail construction to TCTC in writing (see attached letter from the City of Lago Vista). Ultimately the trail corridor will likely be a public access easement with the city of Lago Vista.

Upload any Documents related to proof of ownership, permission, and/or legal control, if applicable:

https://tpwd-recgrants.intelligrants.com/_Upload/7071_1099336-TrailConservancy2019GrantLetterofSupport.pdf

Describe any rights-of-way and/or easements at the Project site, if applicable (2000 characters or less):

Currently the City of Lago Vista has provided permission to develop and build trails.

Project/Site Information

Turnback Canyon Trail Conservancy

REC-2020-TCTC-00077

General Project Information

Project Name: Turnback Canyon Trail Conservancy Phase II

Project Site Information

County Name for proposed project location:	Travis County
Texas Senate District Number for proposed project location (Not sure? Click here):	14
Texas House of Representatives District Number for the proposed project location (Not sure? Click Here):	47
US Congressional District Number for the proposed project location (Not sure? Click Here):	25
LATITUDE at trailhead or most prominent trail access point (as - or + ddd.ddddr). Not sure? Click Here :	30.482749
LONGITUDE at trailhead or most prominent trail access point (as - or + ddd.ddddr). Not sure? Click Here :	-97.983659
Project Extent Geospatial Data (in Google KML) optional:	

Physical Address of Project Site (or nearest intersection to the trail):

Street: End of Foothill Cove for start, ends at Cedar Breaks Sports Complex on 1431

City: Lago Vista

State: Texas

Zip: 78645

Site Map

This is to locate the trail for orientation purposes. The trail drawn on a park map or city map will suffice.

Please make sure the trail corridor is clearly marked and label any identifying landmarks like the nearest road.

Upload Site Map Document: https://tpwd-recgrants.intelligrants.com/_Upload/7072_1099326_1-TCTCPhase2SiteMap.pdf

Vicinity Map

This is to identify the general area within a county or large city. A sample is available [HERE](#).

If multiple files, scan into one document and upload.

Upload Vicinity Map Document: https://tpwd-recgrants.intelligrants.com/_Upload/7072_1099321-TCTCPhase2VicinityMap.pdf

USGS Topo Map (7.5' series)

If multiple files, scan into one document and upload.

Upload USGS Topo Map Document: https://tpwd-recgrants.intelligrants.com/_Upload/7072_1099337-Phase2topo.pdf

Site Photographs

If multiple files, scan into one document and upload.

Provide well-labelled, representative photographs of the Project Site.

Upload Site Photographs Document: https://tpwd-recgrants.intelligrants.com/_Upload/7072_1099323-TCTCPhase2Photos.pdf

Is the proposed project location built on reclaimed land?

☐ Yes ☒ No

Project/Site Information

Turnback Canyon Trail Conservancy

REC-2020-TCTC-00077

Is there any history of ground contamination at the Project Site? e.g. former landfill, gas station, illegal dumping, brownfield, etc.

☐ Yes ☒ No

Proposed Project Summary and Details**Project Summary**

Please provide a brief summary of your project capturing only key essentials. Include any pertinent quantifiable metrics e.g. "Renovation of 12 miles natural surface equestrian trail with bridge replacement and volunteer training." (or) "New .81 mile 10' wide multi-use concrete trail with retaining walls, benches, signs, bike racks and trailheads." Please include only pertinent details such as trail length, trail width, trail material and any additional amenities requested within the grant. (200 characters or less)

TCTC, Phase II, will provide public access from the Foothill Cove trailhead to a 30 acre Cedar Breaks Sports Complex by constructing one and half miles of hiking trails with amenities.

Project Description

Please provide a clear and concise description of the proposed Project. Include a description of the trail length, width, surfacing, and configuration (loop, linear, network); trailhead and trailside amenities. Detail all work to be performed; any right-of-way or easements to be acquired; the relationship between Project and any other work planned or existing; partnerships and/or community involvement; and educational/interpretive aspects of the Project. (2000 characters or less)

This application is for an additional 1.5 mile trail, Phase II, and an improved trail head. Phase II trails will continue the already planned 1.5 mile section (Phase I) of trails to be built with 2019 TX Parks and Wildlife Grant funding. Phase II trails will be one and a half miles in length and three feet wide, constructed of natural surface materials to provide non-motorized access. Phase II trails will connect Phase I trails to the Cedar Breaks Sports Complex currently being built by the city on 1431. The TCTC is collaborating with the City of Lago Vista to build a series of trails which will link neighborhoods via the Turnback Canyon Trails to the Balcones Canyonlands National Wildlife Refuge (BCNWR) trail system and the Cedar Breaks sports complex. Many "social trails" are located in the area where the formalized trail system will be built, so the need and desire of this amenity is proven.

The trailhead is located at the end of Foothill Cove, which is a cul-de-sac in Lago Vista. The new steps at the Foothill Cove trailhead are needed to provide safe and reasonably easy access from the street to the trail system. The area where the trailhead will be located presents many challenges - a steep incline that would easily wash out during times of heavy rainfall and a narrow access point which prevents many "standard" trailhead entry options. While consulting with trail builders on this project, many suggestions have been made, but upon further review, they would not be sustainable, and would not stand the test of time. The narrow piece of land and the steep slope make switchbacks a poor option, and any steps built of natural elements, such as stone or a combination of gravel and stone, would be damaged by heavy runoff. We have found that this proposed staircase is the best solution. It is sustainable, will require minimal maintenance, and will not redirect run-off .

Project Use and Benefits

Provide a brief description of the benefits of the proposed project in terms of the project's quality, geographic scope, recreational needs that are to be met and expected amount of trail use or population to be served. (2000 characters or less)

The Turnback Canyon Trail will provide an immediate benefit to several communities on the North Shore of Lake Travis; Lago Vista, Jonestown, Volente, Smithwick, and unincorporated parts of Travis, Burnet, and Williamson Counties; all geographically adjacent to the BCNWR. (Most natural areas in Lago Vista are private and only available to members of the Lago Vista Property Owners Association.) The unique geographical area will provide access for recreation, walking/hiking, nature photography, bird watching and other outdoor activities. It will also guarantee future conservation to help protect the fragile and unique environment, which is currently vulnerable to illegal dumping, unrestricted activity and wildlife habitat destruction. The Phase II trail will connect to a 30 acre City of Lago Vista sports complex, scheduled to be completed in 2020. This trail system

Proposed Project Details

Turnback Canyon Trail Conservancy

REC-2020-TCTC-00077

will be a great benefit to residents of the community not only for the trail access, but will provide for non-motorized connectivity to the sports complex which is located on a busy highway. The Phase II trail will bring the trail system close to the existing Warbler Vista Trail system on the BCNWR, eventually providing access to a pristine natural area not currently accessible except by motorized vehicle. (Actual connection with BCNWR will be Phase III.)

Intended Uses:

☐ Motorized ☒ Non-Motorized ☐ Both

Types of Intended Uses

- ☐ All-Terrain Vehicles
 - ☐ Bicycling
 - ☐ Equestrian
 - ☐ Four-wheel Drive Vehicles
 - ☒ Hiking/Walking
 - ☒ Jogging/Running
 - ☐ Motorcycles
 - ☒ Mountain Bicycling
 - ☐ Provisions for Disabilities
 - ☐ Skating/Skateboarding
 - ☐ Wheelchairs
 - ☐ Other
- (Please specify)

Total Project Length (in linear feet): 7920

Total Project Width (in linear feet): 3

Total Project Length in Miles: 2

Is the intended Project for new trail construction, renovation of an existing trail, or for other amenities/infrastructure? (select all that apply)

- ☒ New Trail
- ☐ Renovation of Existing Trail
- ☐ Both New Trail and Renovation of Existing Trail
- ☐ Other Amenities/Infrastructure (bathrooms, parking lots, trail signage)

New Trail Construction

Provide the length of the trail and designate whether the length given is in miles or feet. If not applicable, please enter N/A.

1.5 miles

Renovation of Existing Trail

Provide the length of the trail and designate whether the length given is in miles or feet. If not applicable, please enter N/A.

N/A

Proposed Project Details

Turnback Canyon Trail Conservancy

REC-2020-TCTC-00077

Other Amenities / Infrastructure

Please identify the other amenities / infrastructure you wish to have considered. If not applicable, please enter N/A.

The Turnback Canyon Trail Conservancy plans on providing trails with several amenities . Five bridges will be constructed across the creek to reduce erosion, increase safety and allow full trail access during periods of increased water flow. Three scenic overlook benches, 3 dog waste bag stations and 8 steel trail markers will also be included in the project. Two sections of steps will be added to the trailhead at Foothill Cove . These steps are required to address the steep incline and drainage problems at the trailhead. The steps will be made of metal stringers and risers which will be elevated off the ground enough to allow water to flow under them . The treads will be made of lpe hardwood decking material which has a life span of 30 - 75 years. Finally, the trails offer the opportunity for educational signage noting the features and fauna of the region , however, these signs are not yet planned.

Public Access

Public access is a fundamental element of the Recreational Trails Program . Briefly describe the level of access that the public will have to the site, including the number of days per week, number of hours per day and any other pertinent access information. For Example, "The trail will be open 7 days a week, from sunrise to sunset." (250 characters or less)

Access to the trail will be seven days a week from sunrise to civil twilight.

Project Budget Details

Turnback Canyon Trail Conservancy

REC-2020-TCTC-00077

Project Cost Summary and Budget Narrative

Itemized Budget

Be sure to provide an itemized list of all activities to be undertaken and the cost of each activity. Provide as much detail as possible (consider materials: surfacing, lumber, stones, etc; volunteer or paid labor, services contracts, land acquisition, equipment/tool rental and value of in-house equipment or labor). Sponsor's administrative costs cannot be included. Clearly identify those items that you are requesting federal funds to pay for and items that you are paying for with matching funds. Applications that contain ineligible budget items may not be considered for funding by the Recreational Trails Advisory Board.

	Unit Description	# of Units	Cost Per Unit	Sponsor Cost (20%)	TPWD Cost (80%)	Total Cost	For TPWD use only	
							Approved Federal Share	Approved Total Cost
SERVICE DELIVERY COSTS								
Labor				\$0	\$0	\$0	\$0	\$0
						\$0		
						\$0		
						\$0		
						\$0		
						\$0		
Materials/Supplies (Concrete, rebar, lumber, etc.)				\$19,577.90	\$78,300.00	\$97,877.90	\$78,300.00	\$97,875.00
						\$0		
						\$0		
						\$0		
						\$0		
						\$0		
Staff Labor In Kind		70	\$23.00	\$1,610.00	\$0	\$1,610.00		\$1,610.00
Volunteer Labor		54	\$21.35	\$1,152.90	\$0	\$1,152.90		\$1,150.00
Supplies and Materials		1	\$3,308.00	\$661.00	\$2,647.00	\$3,308.00	\$2,647.00	\$3,308.00
Contracted Trail Building Services		1	\$91,807.00	\$16,154.00	\$75,653.00	\$91,807.00	\$75,653.00	\$91,807.00
Environmental Surveys				\$0	\$0	\$0	\$0	\$0
Engineering and Professional				\$1,200.00	\$4,500.00	\$5,700.00	\$3,600.00	\$4,500.00

Project Budget Details

Turnback Canyon Trail Conservancy

REC-2020-TCTC-00077

Services

						\$0		
						\$0		
						\$0		
Survey at Foothill Cove Entrance Steps & first part of trail	1	1	\$4,500.00	\$900.00	\$3,600.00	\$4,500.00	\$3,600.00	\$4,500.00
Appraisal of donated land for trail	1	1	\$1,200.00	\$300.00	\$900.00	\$1,200.00	\$0	\$0
						\$0		
Equipment Rental/Use				\$0	\$0	\$0	\$0	\$0
Miscellaneous				\$12,500.00	\$0	\$12,500.00	\$0	\$0
Donated land for trail	1	1	\$12,500.00	\$12,500.00	\$0	\$12,500.00	\$0	\$0
						\$0		
TOTAL PROJECT COST				\$33,278.00	\$82,800.00	\$116,077.90	\$81,900.00	\$102,375.00

NOTE: All fields below will calculate after you have saved this page

ROUNDED TOTAL (Automatically rounded up to the nearest hundred dollars)	\$33,300	\$82,800	\$116,100	\$81,900	\$102,400
--	-----------------	-----------------	------------------	-----------------	------------------

REQUESTED PERCENTAGE (%)	28.68 %	71.32 %
---------------------------------	----------------	----------------

TPWD APPROVED PERCENTAGE (%)	32.52 %	79.98 %
-------------------------------------	----------------	----------------

Requested - Rounded Total Itemized Project Costs - (both federal and matching funds)	\$116,100
Requested - Rounded Total Federal Funds Requested - (80% or less of Total Project Cost)	\$82,800
Requested - Rounded Local Match Amount - (20% or more of total Project Cost)	\$33,300
Approved - Rounded Total Itemized Project Costs - (both federal and matching funds):	\$102,400.00
Approved - Rounded Total Federal Funds Requested - (80% or less of	\$81,900.00

Project Budget Details

Turnback Canyon Trail Conservancy

REC-2020-TCTC-00077

	Total Project Cost):	
Approved - Rounded Local Match Amount - (20% or more of Total Project		\$20,500.00
	Cost):	

Proposed Method of Financing Sponsor's Share

Please describe the source of funds, donations, or in-kind contributions that will make up the Sponsor's match (at least 20%). You may include government appropriations; private donations of land, easement, cash, labor, materials and equipment; or in-house labor, equipment and materials: Several local organizations are frequent donors to the TCTC and are expected to make donations in the future . In addition to private donors, the City of Lago Vista has provided donations and are expected to donate on an annual basis in addition to dedicating the land to the trail conservancy 's use for a 20 year span. These donations in combination with our labor will fill our required 20% sponsor match.

How will the development of the project be constructed/installed?

- ☒ Contract
- ☐ Force Account
- ☐ In Kind
- ☐ Other Government Assistance
- ☐ Qualified Youth Corps
- ☒ Volunteers

In-Kind/Volunteer Match

Describe (1000 characters or less) the Methodology of financial value obtained for In-Kind/ Volunteer

Volunteer hours will be used to identify final trail route after contractor reviews site and provides feedback and best positioning for minimal maintenance. Volunteer hours will also be used to haul brush that is cut by contractor away from visibility on the trail . Volunteers will also install signs, benches and dog waste stations. All volunteer hours are valued at \$23 per hour. TCTC intends to work with the contractor to identify any other areas where volunteer labor can be substituted for contractor labor.

Project Scope (if available - from Grant Agreement Details form)

TPWD Notes: *For TPWD use only*

Floodplains and Wetlands

Floodplain: The lowland and relatively flat areas adjoining inland and coastal waters including flood-prone areas of offshore islands, including at a minimum the 100-year floodplain.

Wetlands: Those areas that are inundated by surface or ground water with a frequency sufficient to support, and under normal circumstances support, a prevalence of vegetative or aquatic life that requires saturated or seasonally saturated soil conditions for growth and reproduction. Wetlands generally include swamps, marshes, bogs, and similar areas such as sloughs, potholes, wet meadows, river overflows, mud flats, and natural ponds. Additional information on wetlands is available from the Texas Outdoor Recreation Plan (TORP) [Chapter 3-Wetlands](#).

Is any part of the Project area within a 100-year floodplain or include wetlands?

☒ Yes ☐ No

Provide a floodplain map delineating the floodplain/wetland area and identify the proposed Project area. [Click Here](#)

Upload Floodplain/Wetland Map Document: https://tpwd-recgrants.intelligrants.com/_Upload/7113_1099317_1-Phase2FloodPlaneInfo.pdf

Environmental Impacts

Identify the level of any perceived environmental impacts. Describe the impacts based on the proposed development, and discuss any anticipated short and long-term impacts of the Project on the site.

The unique geographical area is located near Lake Travis and Balcones Canyonlands National Wildlife Refuge . The Phase II trail area starts at the northern section of Phase I near the Foothill Cove trailhead and works north up Turnback Canyon. The topography of this trail requires bridges to be built to account for significant creek flow and runoff during heavy rains. The steps at Foothill Cove will be built to allow drainage to flow underneath. The rest of the trail will be natural surface. There are already existing social trails in place on many of the proposed trail locations. Minimal additional clearing will be required to create a 3' wide trail. Due to the proposed construction of this trail, we anticipate minimal short and long-term impacts on the project site.

Additional Optional Uploads

Turnback Canyon Trail Conservancy

REC-2020-TCTC-00077

Instructions:

Please upload the items below, if you already have them. If not, you can proceed with submitting your application, but please note that some of them may eventually be required if your project is selected for funding:

Environmental Surveys (please scan all related documents and upload as single PDF)

Upload Environmental Surveys Document:

THC-SHPO Coordination (please scan all related documents and upload as single PDF)

Upload THC-SHPO Coordination Document:

Tribal Consultation (please scan all related documents and upload as single PDF)

Upload Tribal Consultation Document:

Final Design and Specifications (please scan all related documents and upload as single PDF)

Upload Final Design and Specifications Document:

Resolution Authorizing Submission of the Grant Application, if applicable

Upload Resolution Document:

Do you have additional supporting documents related to your proposal? If so, scan those documents into a single PDF, then upload.

Upload Additional Supporting Documents:

https://tpwd-recgrants.intelligrants.com/_Upload/7266_1099322-TurnbackCanyonTrailConservancySupportingDocumentation.pdf

INSTRUCTIONS FOR APPROVED PROJECTS

Recreational Trails Program



November 2020

Adapted from Recreation Grants Instructions for Approved Projects
Revised November 2020



TABLE OF CONTENTS

SECTION 1 – INTRODUCTION

Grant Process Flow Chart.....	4
Branch Directory	5

SECTION 2 – QUARTERLY STATUS REPORTS

Quarterly Status Reports.....	7
-------------------------------	---

SECTION 3 – DESIGN / DEVELOPMENT / CONSTRUCTION

Design Construction Flow Chart.....	9
Design and Construction Policies and Procedures	10
Acknowledgment Signs (not required by Rec Trails program)	11

SECTION 4 – REIMBURSEMENT PROCESS

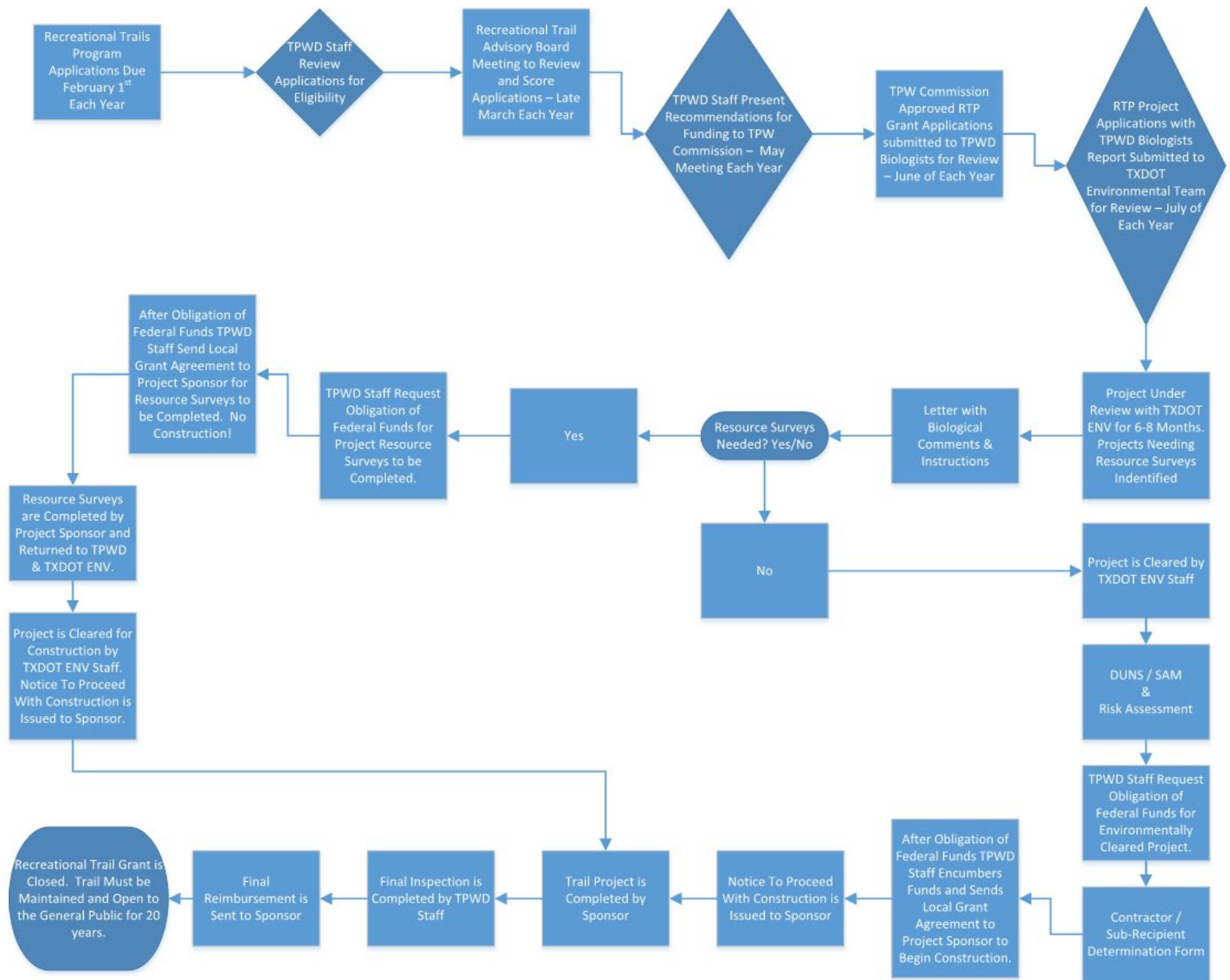
Reimbursement Flow Chart.....	13
Grant Reimbursement Procedures.....	14
Construction Methods	19
Reimbursement Request Checklist	21
Project Close Out Checklist.....	22
Reimbursement Forms.....	23
I. Daily Work Record for Employees.....	24
II. Weekly Work Record for Employees	25
III. Daily Work Record for Volunteers	26
IV. Weekly Work Record for Volunteers	28
V. Equipment Listing.....	29
VI. Certification for Donated Labor or Service	31
VII. Certification for Reimbursement Request	32
VIII. Sample Spreadsheet for Budget Summary	33
IX. Sample Budget Summary	34
X. Direct Deposit Authorization.....	35

SECTION 5 – AFTER GRANTS PROJECTS ARE COMPLETE

Retention, Operation and Maintenance Responsibilities.....	37
--	----

Section 1

INTRODUCTION



Recreation Grants Branch Directory

Mailing Address: Texas Parks & Wildlife Recreation Grants Branch 4200 Smith School Road Austin, Texas 78744	Office Location: Texas Parks & Wildlife Recreation Grants Branch 1340 Airport Commerce Drive Building 6, Suite 600A Austin, Texas 78741
Website: http://www.tpwd.state.tx.us/business/grants/ Online Grants Management System: https://tpwd-recgrants.intelligrants.com Email: Rec.Grants@tpwd.state.tx.us Telephone: (512) 389-8224 Fax: (512) 389-8242 TPWD Main Numbers: 1-800-792-1112 or (512) 389-4800 Directory of Recreational Trails Program Grant Staff: https://tpwd.texas.gov/business/grants/recreation-grants/contact-us/staff-directory/recreational-trails-staff Directory of Recreation Grants Fiscal Section Staff: https://tpwd.texas.gov/business/grants/recreation-grants/contact-us/staff-directory/fiscal-section-contacts	

Section 2

QUARTERLY STATUS REPORTS

Quarterly Status Reports

Status reports are required on a quarterly basis after a grant agreement is issued regardless of whether any progress was completed on the project during the preceding quarter. Quarterly status reports must be completed through the online grants management system at:

<https://tpwd-recgrants.intelligrants.com>

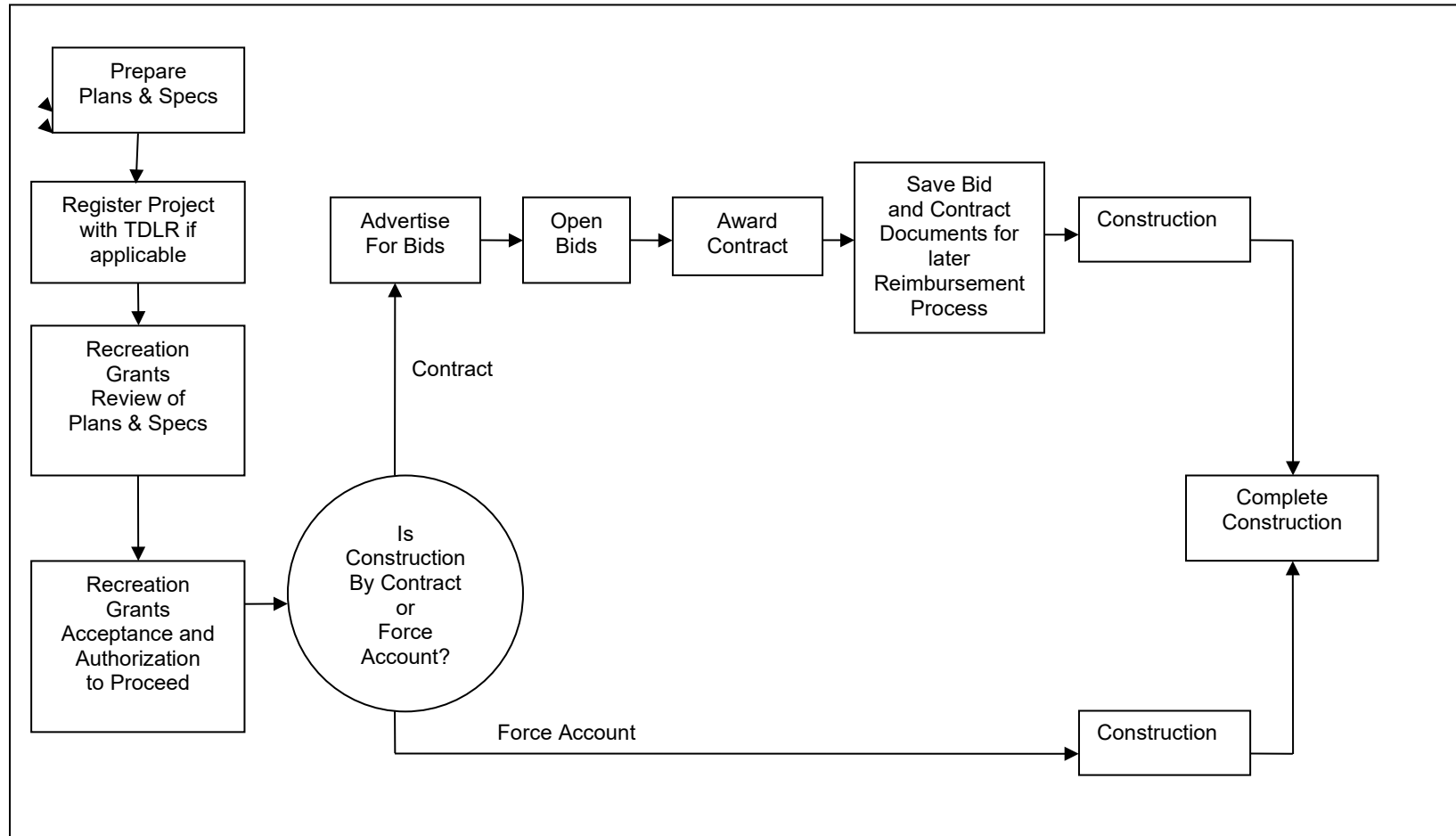
Status reports should be provided **on or before the 15th of January, April, July and October**. Please discuss your progress with the preparation and construction of all the grant elements mentioned in your grant agreement, any recent reimbursement requests, and any problems incurred. You should also discuss any requested changes to the grant contract and the feasibility of meeting compliance deadlines and project expiration date. You should upload at least one project photo to your quarterly status report, even if you are reporting no progress.

<i>DATE DUE</i>	<i>REPORTING PERIOD</i>
APRIL 15	January 1 – March 31
JULY 15	April 1 – June 30
OCTOBER 15	July 1 – September 30
JANUARY 15	October 1 – December 31

Section 3

DESIGN / DEVELOPMENT / CONSTRUCTION PROCESS

DESIGN / DEVELOPMENT / CONSTRUCTION FLOW CHART



DESIGN & CONSTRUCTION POLICIES AND PROCEDURES

Construction projects may consist of new trail development, restoration, or rehabilitation, and development of related support facilities at trailheads or alongside trails. Projects must serve and be open to the general public upon completion.

DESIGN STANDARDS

All project plans and subsequent updates should be submitted to Recreation Grants staff for review. Trails and trailhead/trailside facilities should be attractive to the public and harmonious with the natural environment. In general, new development and improvements should be designed to avoid or minimize harm to the natural setting, accommodate the number and types of proposed uses, and be consistent with topographic limitations of the site. Emphasis should be given to public health, safety, the natural environment, barrier-free access, and the protection of recreational and community values of the area.

All structures, such as bridges, restrooms and pavilions that cost over \$8,000.00 must be designed by a civil engineer. Sealed plans will be required for all such structures.

PERMITS AND CLEARANCES

Due to the source funding of the Recreational Trails grant program (Federal Highway Administration), all funded projects are sent to the Texas Department of Transportation Environmental Staff for review of potential impacts to cultural resources, historical structures and federal rare, threatened or endangered species and/or their habitats. If the construction of the project has the potential to impact natural or cultural resources, a resource survey(s) may be required, and clearance must be obtained prior to the initiation of any construction activities. Resource surveys can be project costs eligible for reimbursement if conducted after the local project agreement has been fully executed.

If the project is located in an area with known rare, threatened or endangered species occurrence, consultation with the U.S. Fish and Wildlife Service will be required and clearance obtained by the sponsor for the project to proceed. If the project crosses jurisdictional wetlands or streams, a Corps of Engineers 404 permit may be required.

Once all resource clearances are obtained, the Department will issue a “notice to proceed” with the construction of the project. Any construction activities conducted prior to receipt of the “notice to proceed” with construction will not be eligible for reimbursement or considered as match.

BARRIER FREE ACCESS

All trailhead, parking facilities, trail bridges and restrooms developed with grant assistance **must** be fully ADA compliant. To the greatest extent possible and practicable, within reasonable costs, trails designed, built and intended for use by pedestrians should be accessible to people using manual or motorized wheelchairs.

Consult with the Texas Department of Licensing and Regulations, Elimination of Architectural Barriers Program to assure compliance with federal and state accessibility laws. Contact TDLR at:

<http://www.license.state.tx.us/ab/abtas.htm>

Elimination of Architectural Barriers Program
Texas Department of Licensing & Regulation
P.O. Box 12157
Austin, TX 78711
1-877-278-0999

CIVIL RIGHTS REQUIREMENTS

The grant sponsor and any associated contractors are required to comply with regulations issued pursuant to the Civil Rights Act of 1964 with respect to nondiscrimination.

PROJECT ACKNOWLEDGEMENT SIGNS

On-site program acknowledgement signs are not required under the Recreational Trails grant program. A sign or plaque may be installed, if desired. Some examples of appropriate wording are included below.

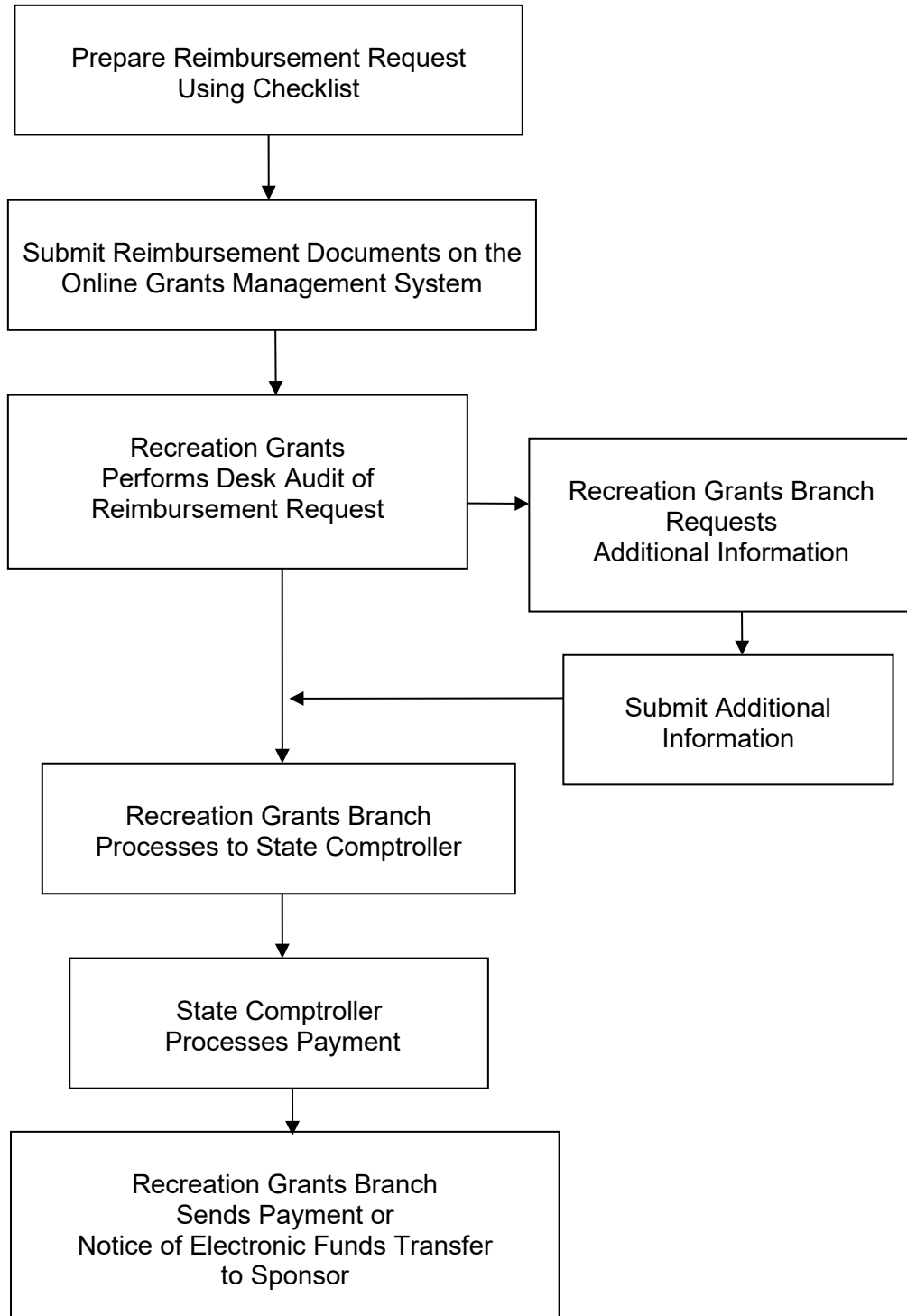
PERMANENT SIGN OR PLAQUE EXAMPLE (NOT REQUIRED BY REC TRAILS GRANT):



Section 4

REIMBURSEMENT PROCESS

REIMBURSEMENT FLOW CHART



GRANT REIMBURSEMENT PROCEDURES

The following information is a general outline of the procedures for requesting reimbursement under the recreation grant programs. Reimbursement is made only after the sponsor has accomplished the work and paid the expenditure in full. All expenses must be related to the project grant elements that are stated in the grant agreement. **Reimbursement requests are required to be submitted through the online grants management system at: <https://tpwd-recgrants.intelligrants.com>.**

It is requested that sponsors submit reimbursement requests on a regular basis, quarterly if possible, to prevent large outstanding grant balances and to demonstrate project financial activity and progress. The Recreational Trail Program grants are federal funds administered by the Federal Highway Administration (FHWA). There is an emphasis from FHWA that the funds be utilized in a timely manner. If reimbursement requests are not submitted in two (2) consecutive quarters, the project will appear on a FHWA "financially inactive list" and the project sponsor will be required to justify why the project is not progressing. Projects that are "financially inactive" and have no financial activity for more than three (3) quarters may have their funding de-obligated and rescinded by FHWA.

Project sponsors should be aware of their project agreement expiration date. Expenses incurred after the expiration date are not eligible for reimbursement.

IF ASSISTANCE IS REQUIRED, PLEASE CONTACT THE FISCAL SECTION OF THE RECREATION GRANTS BRANCH.

Directory of Recreation Grants Fiscal Section Staff:

<https://tpwd.texas.gov/business/grants/recreation-grants/contact-us/staff-directory/fiscal-section-contacts>

GENERAL REIMBURSEMENT INFORMATION

Since projects differ in scope, the information contained herein can only be of a general nature. These procedures are for sponsor use in submitting reimbursement requests for work completed.

A Reimbursement Request Checklist is included for review when submitting reimbursement requests. If the eligibility of an expenditure item is not addressed in these guidelines, please contact the Recreation Grants Fiscal Section.

In general, the Department will reimburse up to 95% of grant funds before a final inspection of the project. Please advise the Recreation Grants Branch, in writing, at the time the final reimbursement request is submitted so that the Department can schedule the final inspection. Please refer to the Project Closeout section below for further guidance.

The sponsor is required to retain financial records for three (3) years after the final reimbursement. The sponsor's records are subject to audit.

SINGLE AUDIT

It is the responsibility of the grant sponsor to have a Single Audit done annually according to the Texas Single Audit Circular for state funded projects and according to OMB Circular A-133 for federally funded projects, if applicable. A copy of this audit report must be uploaded on the online grants management

system or provide the link to where the report is located. Contact Recreation Grants for any questions regarding this audit.

SYSTEM FOR AWARD MANAGEMENT (SAM)

It is the responsibility of the grant sponsor to have an active SAM registration and DUNS number for the duration of the grant. These registrations may require annual maintenance and renewal through the associated federal websites.

ALLOWABLE EXPENDITURES

Costs must be necessary and reasonable for proper and efficient operation of the grant project, be an allowable expense toward project construction, and not be a general operating expense required to carry out the overall responsibilities of state or local government.

Expenditures must be authorized (or not prohibited) under state or local laws and regulations.

Expenditures must conform to the limitations of manuals, state law, federal law, or other governing limitations in the agreement as to type or amount of costs.

Professional Services is limited to 12% of the total grant construction estimate amount. This allows the Department to allocate more funds to recreational facilities. Environmental survey costs may be considered above the 12% professional services limit on a case-by-case basis.

The sponsor will be notified if eligible expenses are disallowed. Items disallowed may be paid on the next reimbursement request if the sponsor provides the information requested and if expenses are justified.

NON-ALLOWABLE EXPENDITURES

Expenditures must not be charged or eligible to be charged to any other grant-financed program unless permitted by guidelines administering that particular program.

Ceremonial or entertainment expenses

Expenses for publicity (except for competitive bid advertisement)

Charges for deficits or overdrafts

Taxes for which the sponsor is not liable to pay

Interest expenses

Damage judgments arising out of the acquisition, construction, or equipping of a facility, whether determined by judicial decision, arbitration, or otherwise

Incidental costs relating to acquisition of real property and of interests in real property, such as the cost of legal fees and relocation costs

Operation and maintenance costs of recreation areas and facilities

The value of personal properties, unless specifically approved in advance by the Department

Cost of discounts not taken and finance charges

Equipment, including but not limited to automotive equipment, tractors, mowers, and other machinery.

Employee facilities, including residences, appliances, office equipment, furniture, and utensils

Donations or contributions made by the sponsor, such as to a charitable organization

Salaries and expenses and other administrative costs of a political subdivision, not related to project construction

Fines and penalties

Any costs related to the collection of an unpaid debt

ADDITIONAL USES NOT PERMITTED WITH RECREATIONAL TRAIL PROGRAM FUNDS

Many of the non-permitted uses are specified in the federal act. Others have been added to the Texas program and may be changed in the future as priorities are revised.

1. Condemnation of any kind of interest in property.
2. Adding motorized uses to trails which were predominantly used by non-motorized trail users and on which motorized use was either prohibited or had not occurred, as of May 1, 1991.
3. Spending moneys on private land managed as a commercial enterprise. A trail project on private land which charges fees will be considered a commercial enterprise unless all revenues from its operation will be used only to offset the costs of its operation and maintenance.
4. Spending moneys on trails which are generally not open to the public. Projects which are restricted to club or community members or which are only open during scheduled events will not be eligible for funding. If a project sponsor plans to charge a nominal fee for trail use (to help cover operation and maintenance costs), this is allowable and **does not** constitute a trail closed to the general public.
5. Research and planning. This program is limited to spending on site-based trail projects (construction, maintenance, or acquisition). Some site planning, design, and engineering specifications can be funded as part of a project which results in completed trail work on the ground. Regional plans, jurisdictional plans, needs assessments, or plans for an entire park or recreational area are ineligible.
6. Sidewalks or trails that have only a transportation or access path function. Trails must be of sufficient length to serve the recreational use for which they are proposed. A path that only connects facilities in a park will not be considered a recreation trail.
7. Administrative costs of the sponsor including application preparation costs will not be covered.
8. No equipment or foreign steel and iron products may be purchased using Texas RTP funds. Buy America provisions apply to steel and iron products that will be purchased with RTP funds and restrict the use of foreign steel and iron products, including equipment. Note that "*Buy America*", which is specific Congressional Law for U. S. Department of Transportation funding, is different than another federal law, "*Buy American*".

SUPPORTING DOCUMENTS

1. Bid Advertisement and Tabulation

A copy of the published bid advertisement and the tabulation of all bids received are required.

2. Contract Documents

A copy of the executed contract(s), and all change orders issued on the contract must be submitted.

3. Invoices

The invoice must identify the project element for which materials or services are being used. For example, if a portion of the invoice is for water system and the other portion for electrical system, a break-out of each element must be noted.

4. Contractor's Application for Payment

A copy of the contractor's application for payment or voucher must be submitted.

5. Proof of Payment

Adequate proof of payment, such as cancelled checks, bank statements, or wire transfers are required for proof of payment. The amount charged to the grant project must be clearly defined

6. Force Account Records

When force account costs are reported, the sponsor may use either the Department's Work Record form or their local work records, including computer information, providing required data is submitted with each reimbursement request. (It is recommended that the sponsor receive prior format approval.) Copies of payroll checks are not necessary, provided all time sheets are certified by the foreman or responsible official. Payroll records are subject to audit at the Department's discretion.

A) Personnel: The disbursements for this section of the form will be obtained from the sponsor's payroll records. Total work hours consolidated weekly or monthly will not be accepted. Work records must define actual days and hours worked. Daily Work Records are for the sponsor's use; only submit the Weekly Work Record designating days worked to the Department.

B) Equipment: A brief description of the equipment, including costs code number assigned, hours/miles used, the established average rate, and total cost is needed.

C) Recapitulation: Recapitulation section as shown on the Daily Work Record is to be used for totals of each item. The "Miscellaneous" column may be used for fringe benefit percentage.

D) Certification: The work record must be certified by the sponsor. (Individuals donating labor must sign the work record form as certification.)

7. Certification of Donated Labor or Service

When an individual is donating labor or service in their specialized trade such as electrician, brick layer, carpenter, etc., a "Certification of Donated Labor or Service" must be completed and submitted with the signed work record for reimbursement.

8. Spreadsheet

An accounting spreadsheet prepared by the sponsor is required with each reimbursement request. The purpose of this spreadsheet is to disburse project expenditure costs for the billing period to the appropriate project element. The spreadsheet will aid the Department in expediting payments.

9. Materials Purchasing: Copies of the Purchase Order or Requisition for materials and equipment will be provided with the cancelled check and invoice when requesting reimbursement.

Purchases made to one vendor over a short period of time, and which exceed the minimum bidding requirement amount, will be considered as falling under competitive bidding laws and will not be reimbursed unless proper bid procedures are followed. When a purchase is made under competitive bidding guidelines, submit a copy of the specifications, advertisement for bid, bid tabulation, and

executed purchase order for Department review and approval. Prior to awarding a contract to other than the lowest bidder, the sponsor must submit in writing, for Department approval, justification as to why the purchase should not be awarded to the lowest bidder.

- 10. Equipment Use:** The rates established by the Department are derived from the Federal Emergency Management Agency (FEMA) "Schedule of Equipment Rates" available at:

<https://www.fema.gov/assistance/public/schedule-equipment-rates>

- 11. Equipment Rental:** Lease or rental charges on equipment are allowable when it is determined that such an arrangement is the most efficient and economical. Equipment that is rented to the sponsor by private contractors may be charged to the grant fund program on an actual cost basis, provided that these rates are equal to those charged to all other users. Adequate cost records must be maintained to support these rates.
- 12. In-Stock Materials:** If the sponsor uses materials from warehouse stock, a list must be furnished to the Department giving description of materials, cost of material, and for what construction element the materials were used. Materials must be at actual cost, less discounts, rebates, etc., with no profit to the sponsor. The sponsor must maintain inventory, and auditable cost accounting records or confirmation of material cost must be furnished to the Department.
- 13. Sign Requirement:** The Recreational Trails Program does not require a temporary or permanent recognition sign.

CONSTRUCTION METHODS

PURCHASING OF MATERIALS AND SERVICES

The sponsor must comply with the Local Government Code Chapters 252, 262, and 375 requirements governing advertisement of bids. It is the responsibility of the sponsor to adhere to all local, state, and federal laws and regulations regarding bidding procedures. These procedures generally require award of a construction contract to the lowest qualified bidder. Prior to awarding a contract to other than the lowest bidder, the sponsor must submit in writing, for Department approval, justification as to why the contract should not be awarded to the lowest bidder. Contract change orders must be forwarded to the Department for review and approval.

Not for profit sponsors of funded projects must, at minimum, follow these purchasing requirements:

Amount up to \$5000.00

- No bids required

Amount \$5000.01 to \$25,000.00

- Informal Bids: Requires a minimum of three (3) listed bids. These can be telephone or other verbal bids. The bid, name of person submitting the bid and their contact information must be recorded and submitted with the reimbursement request.

Amount \$25,000.01 and over

- Formal Bids: Requires a formal written bidding process. Sealed bids must be solicited for at least three (3) days in a newspaper of general circulation in the area in which the project is located. Proof of publication and the written bid received must be maintained by the grant sponsor for audit purposes.

The Department requires that a copy of the bid advertisement and the tabulation of all bids received before reimbursing any contract expenditures. If a low bidder is rejected, the project sponsor must submit written justification as to why that bid or bidder is not qualified; the Department must concur with the justification.

Multiple purchasing is not permitted to avoid the bidding process. For example, purchasing \$6,000.00 worth of material in two \$3,000.00 lots to avoid soliciting bids as required above is not allowed.

FORCE ACCOUNT CONSTRUCTION

Construction performed by the sponsor's own work force including work provided by other governments must be recorded and certified on work record forms.

The sponsor must ensure that the employee is not being paid from ineligible sources of funding.

Fringe benefits paid by the sponsor such as FICA, insurance, and retirement, are allowable expenses, but the method of determination must be documented. Fringe benefits may be computed on a percentage of total payrolls, provided the method of determination is approved. The sponsor's payroll records may be verified at the final audit/inspection.

CONSTRUCTION BY DONATION

Labor or Services: The value of donations may be used only to meet cost sharing or matching requirements. The Department must be assured that the donation is at actual cost. The sponsor may not make a profit from any donation claimed on the grant.

Donated labor or services will be recognized for matching purposes at the local common laborer wage, minimum wage or wage the sponsor pays that type of employee or service. The force account work record form may be used for documenting donated labor provided the individual donating the labor or service certifies by signature that the hours worked are correct. The sponsor's project officer or supervisor is also required to certify the work record.

If an individual is donating labor or services in their trade such as an electrician, brick layer, carpenter, etc., reimbursement will be based on the prevailing wage paid in the locality for that specialized trade. The "Certification of Donated Labor or Service" form must be completed and submitted with a signed force account work record.

General project labor volunteers shall be valued at a rate of \$21.35 per hour.

Labor performed by individuals from correctional institutions must be documented in writing by an officer of the correctional institution.

Materials: Donated materials will be recognized for matching purposes at the actual cost or at the normal price charged by a vendor. All vendors donating materials must submit an invoice and a signed letter stating that they are making a donation and that the invoiced amount is the actual price of goods or services normally charged all customers.

Equipment: Donated equipment use will be recognized for matching purposes at rates established by the Department, providing that the firm is not in the equipment rental business. If equipment is donated from a rental agency, the donor must submit an invoice and signed letter stating that the invoiced amount is the normal price charged all customers.

LOCAL GOVERNMENT PURCHASING COOPERATIVE

The Local Government Purchasing Cooperative is an administrative agency created in accordance with Texas Government Code Chapter 791 (Inter-local Cooperation Contracts). "A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services." Its purpose is to obtain the benefits and efficiencies that can accrue to members or a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods, and services. Membership is free and open to all local governments, non-profits, and other political subdivisions of the state of Texas.

REIMBURSEMENT REQUEST CHECKLIST

The sponsor should review this checklist carefully before submitting each request. This is a comprehensive list for most projects. Some items listed may not apply to your particular project. Use the list as a guide and contact Recreation Grants staff if you have questions.

- _____ 1. **Bid Advertisement and Tabulation of All Bids Received:** For expenditures requiring competitive bidding, a copy of the bid advertisement and a copy of the bid tabulation listing all bidders and bid amounts are requested.
- _____ 2. **Contract Documents:** A copy of the executed contract(s) and all change orders issued on the contract(s) must be filed with the Department.
- _____ 3. **Invoices:** All invoices must be legible and must identify the project element for which materials or services are being used. A copy of each invoice must be submitted with proof of payment.
- _____ 4. **Contractor's Payment Voucher:** A copy of the contractor's estimate must be furnished to the Department supporting the proof of payment.
- _____ 5. **Proof of Payment:** Adequate proof of payment is required, such as cancelled checks, bank statement, or wire transfers.
- _____ 6. **Force Account Work Record:** The sponsor may use either the Department's Daily or Weekly Work Record, or their own. Include the supervisor's signature. Submit copies of Weekly Work Record only.
- _____ 7. **Certification of Donated Labor or Service:** A completed Certification of Donated Labor or Service must be submitted when requesting reimbursement for donations of a specialized trade or profession.
- _____ 8. **Spreadsheet:** A spreadsheet that ties all expenditures, including force account, to project elements must be provided with each reimbursement request.
- _____ 9. **Budget Summary:** The sponsor should submit one completed copy of the Budget Summary with each reimbursement request.
- _____ 10. **Certification for Reimbursement Request:**
A completed "Certification for Reimbursement Request" form must be submitted with each reimbursement request to insure that each period reimbursement is true and correct.
- _____ 11. **Quarterly Status Report**
A current quarterly status report must be on file at the time of reimbursement request

PROJECT CLOSEOUT

All facilities must be complete and usable for recreation as specified in the grant agreement and any associated amendments. Review the grant agreement to make sure that all specified elements of the grant project are present on the site. The site should be open to the public upon completion of the grant project and remain open to public, with reasonable exceptions for site schedule and maintenance, for a duration of at least twenty years.

On your last periodic reimbursement request, include a note that it will be your final reimbursement request. Please note that reimbursement of your project will be capped at 95% until a final inspection of your project is conducted by program staff. Program staff will conduct a short site visit documenting the completion of all of the grant elements specified in the grant agreement.

REIMBURSEMENT FORMS

- I. Daily Work Record for Employees
 - I-a. *SAMPLE* Daily Work Record
- II. Weekly Work Record for Employees
- III. Daily Work Record for Volunteers
- IV. Weekly Work Record for Volunteers
- V. Equipment Listing
 - V-a. *SAMPLE* Equipment Listing
- VI. Certification for Donated Professional/Skilled Labor or Service
- VII. Certification of Recreation Grants Reimbursement Request
- VIII. *SAMPLE* Spreadsheet for Budget Summary
- IX. *SAMPLE* Budget Summary
- X. Direct Deposit Authorization

Note: A Budget Summary will be furnished after the execution of a grant agreement. The spreadsheet is the responsibility of the sponsor. These forms are to be used by you for requesting reimbursement. Please feel free to duplicate as necessary or you can develop your own as long as the same information is provided.

I. DAILY WORK RECORD FOR EMPLOYEES

Project Number: _____ Date: _____

Department: _____ Foreman or Supervisor: _____

Nature of Work: _____

Project Element: _____ Location: _____

PERSONNEL				SIGNATURE
Name	Hours	Rate	Cost	
PAYROLL SUMMARY				

EQUIPMENT				RECAPITULATION	
Unit	Hours/ Miles	Rate	Cost		Cost
				Personnel	
				Equipment	
				Fringe Benefits*	
Note for equipment: Sponsor must have cost records or use approved Department rates. Rates will be furnished by the Department upon written request.				TOTAL	

I certify that the above named employees were on the payroll of the _____
 on the date shown and that these employees and the above listed equipment were used on
 Project Number _____, _____ Project.

*Fringe Benefits: Upon request, method of fringe benefits calculation must be made available to the Department.

 Signature, Project Officer or Supervisor



Location: Anywhere, Texas



II. Weekly Work Record for Employees

Project Name: _____								Period From: _____ To: _____			
Project Number: _____											

	Nature of Work Nature of Work Nature of Work Nature of Work Nature of Work Nature of Work Nature of Work										
Employees	S	M	T	W	Th	F	S	Total Hours	Hourly Rate	Total	
Employee Name	(# Of Hours Worked on Project:)										

Total _____
 Fringe Benefits % _____
 Total Employees Cost _____

	S	M	T	W	Th	F	S	Total Hrs./Mi.	Rate Per Hrs./Mi.	Total	Reference Number
Equipment	(Hours/Miles Operated)										

Total Equipment Cost _____
NET TOTAL (Employees + Equipment)

I certify that the listed employees were on the payroll of _____ on the dates shown and that these employees _____
 and the above listed equipment were used for the development of the project named above

Project Officer/Supervisor Signature: _____



III. Daily Work Record for Volunteers

Project Number: _____ **Date:** _____
Department: _____ **Foreman or Supervisor:** _____
Nature of Work: _____
Project Element: _____ **Location:** _____

PERSONNEL				SIGNATURE
Name	Hours	Rate	Cost	
PAYROLL SUMMARY				

EQUIPMENT				RECAPITULATION	
Unit	Hours/ Miles	Rate	Cost		Cost
				Personnel	
				Equipment	
				Fringe Benefits*	
Note for equipment: Sponsor must have cost records or use current FEMA rates.				TOTAL	

I certify that the listed individuals were used on the dates shown and that the listed equipment was used on the project named above

*Fringe Benefits: Upon request, method of fringe benefits calculation must be made available to the Department

Signature, Project Officer or Supervisor



IV. Weekly Work Record for Volunteers

Project Name: _____

Period From: _____ To: _____

Project Number: _____

Volunteers	Nature of Work							Total Hours	Hourly Rate	Total	Signature
Name	S	M	T	W	Th	F	S				
		(# Of Hours Worked on Project:)									

Total _____

Fringe Benefits %(if applicable) _____

Total value towards project _____

Equipment

Unit Description	S	M	T	W	Th	F	S	Total Hrs./Mi.	Rate Per Hrs./Mi.	Total	Reference Number

Total Equipment Cost _____

NET TOTAL (Volunteers + Equipment) _____

I certify that the listed individuals & equipment were used on the dates indicated for the development of the project named above.

Project Officer/Supervisor Signature: _____

V. EQUIPMENT LISTING

*Rates Available at www.FEMA.gov/government/grant/pa/eqrates_2010.pdf

Sponsor: _____
Project Name: _____
Project Number: _____

Year	Make/Model	Description	Combined Weight	Capacity	Size/H.P.	Single/Tandem	Wheeled or Track-Mounted	Cost Code No. Assigned	Rate

(Please indicate if the equipment has been purchased with local, state, or federal funds.)



***SAMPLE* V-a. EQUIPMENT LISTING**

Sponsor: City of Anywhere
Project Name: Anywhere City Park
Project Number: 50-009999

Year	Make/Model	Description	Combined Weight	Capacity	Size/H.P.	Single/Tandem	Wheeled or Track-Mounted	Cost Code No. Assigned	Rate
1977	International	Dump Truck		2.5-ton		Single	Wheel		
1984	Mack	Dump Truck		5-Ton		Tandem	Wheel		
1964	Case	Tractor			95-H.P.		Wheel		

(Please indicate if the equipment has been purchased with local, state, or federal funds.)



VI. CERTIFICATION FOR DONATED PROFESSIONAL/SKILLED LABOR OR SERVICE

I certify that my profession or skilled trade is _____ and the prevailing wage for this profession or trade is \$_____ per hour. My donation of labor or service for _____ (Project Name) _____, _____ (Project Number) _____ is correct and just, as will be stated on the work record and will be charged to the project only when working in the trade or profession named above.

By _____
Signature of Donor

(Print or Type Name)

Date

By signature hereon I certify that to the best of my knowledge the individual named above is in the profession or skilled trade stated and has agreed to donate labor or services to the referenced grant project.

Sponsor

By _____
Signature of Donor

(Print or Type Name and Title)

Date



VII. CERTIFICATION FOR RECREATION GRANTS REIMBURSEMENT REQUEST

I certify that to the best of my knowledge and belief the attached reimbursement request for the period _____ to _____

Project Name _____, **Project Number** _____

is correct and complete; that payment from the State of Texas has not been received; that the work and services are in accordance with the Texas Parks and Wildlife Department Recreation Grants Program, including amendments thereto; and that progress of the work and services is satisfactory and is consistent with the project agreement.

Recipient Organization (Sponsor)

By _____

Signature

Print or Type Name and Title

Date

AMOUNT REQUESTED: \$ _____

***SAMPLE* VIII SPREADSHEET FOR BUDGET SUMMARY**

Sponsor: City of Anywhere
Project Name: Anywhere City Park
Project Number: 50-009999
Request Number: 1
Period: 01/02/2005 – 03/04/2005

Date(s)	Payee	Check Number	1A A/E	2A Site Prep	2B1 Water	2B2 Electrical	2D Restroom	Retainage	Total
1/2/05	James Engineering	234567	\$300.00						\$300.00
2/8/05	John Doe	234570		\$1,000.00					\$1,000.00
2/9/05	A to Z Utilities	234572			\$800.00	\$6,000.00			\$6,800.00
3/1/05	Tiny's Contracting, Inc.	234580					\$4,800.00	(\$480.00)	\$4,320.00
12/12/05 – 12/15/05	*Total Force Account	N/A			\$102.65				\$102.65
TOTAL			\$300.00	\$1,000.00	\$902.65	\$6,000.00	\$4,800.00	-\$480.00	\$12,522.65

*Force Account: Daily Work Records for Force Account Work can be consolidated on a spreadsheet. The spreadsheet total should be for the reimbursement request period. To facilitate the final audit and inspection, the Force Account records must be tabulated on a daily basis.



SAMPLE IX. BUDGET SUMMARY

PROJECT: Anywhere City Park
PROJECT NUMBER: 50-009999

REIMBURSEMENT REQUEST NUMBER 1
PERIOD COVERED: 01/02/2005 TO 03/01/2005

	APPROVED COSTS	COMPLETED LAST REQUEST	COMPLETED THIS PERIOD	TOTAL COMPLETE
1. <u>PROFESSIONAL SERVICES</u> Construction Plans/Specifications Begin: 1/1/05	\$ 1,000.00		300.00	300.00
2. <u>CONSTRUCTION ELEMENTS</u>				
A. Site Preparation	7,000.00		1,000.00	1,000.00
B. Utilities				
1. Water	1,500.00		902.65	902.65
2. Electrical	9,000.00		6,000.00	6,000.00
C. Roads and Parking				
1. Roads	4,000.00			0.00
2. Parking	3,000.00			0.00
D. Restroom/Concession	10,000.00		4,800.00	4,800.00
E. Recreation Facilities				
1. Picnic Units	900.00			0.00
2. Barbecue Pits	800.00			0.00
3. Tennis Court Renovation	9,000.00			0.00
4. Tot Lot Playground	2,400.00			0.00
5. Baseball Field	14,000.00			
F. Miscellaneous				
1. Sign	200.00			0.00
2. Contingencies	1,200.00			0.00
Construction Cost	\$ 63,000.00		12,702.65	12,702.65
Less Retainage	\$ 0.00		(480.00)	(480.00)
TOTAL CONSTRUCTION	\$ 63,000.00		12,222.65	12,222.65
3. <u>LAND:</u>	\$			
TOTAL PROJECT COST	\$ 64,000.00		12,522.65	12,522.65

MATCH: \$32,000.00

X. DIRECT DEPOSIT AUTHORIZATION

This form may be downloaded from:

https://egrants.gov.texas.gov/FileDirectory/Tx_DDForm_74-176.pdf

Section 5

AFTER GRANT PROJECTS ARE COMPLETE

RETENTION, OPERATION & MAINTENANCE RESPONSIBILITIES

RETENTION AND USE

Once the project is complete, post completion inspections will be conducted by the Recreational Trails Program Staff. By accepting these grant funds, project sponsors commit to maintain and operate the funded facilities for at least twenty (20) years from the date of the post completion inspection. Periodic inspections may be made during this time to observe operation, maintenance, and compliance with civil rights requirements.

Financial records, supporting documents and all other records pertinent to this grant must be retained for the three years following the post completion inspection.

OPERATION AND MAINTENANCE

Property acquired or developed with program assistance shall be operated and maintained as follows:

- A. The property shall be maintained so as to appear attractive and inviting to the public.
- B. Sanitation and sanitary facilities shall be maintained in accordance with applicable health standards.
- C. Properties shall be kept reasonably safe for public use. Fire prevention, lifeguard, and similar activities should be maintained for proper public safety.
- D. Buildings, roads, trails, and other structures and improvements shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration and to encourage public use and access.
- E. The facility shall be kept open for public use at reasonable hours and times of the year, according to the type of area or facility.

AVAILABILITY TO USERS

- A. Non-Discrimination – Property acquired or developed with program assistance shall be open to entry and use by all persons regardless of age, race, color, sex, national origin, or handicap who are otherwise eligible. Discrimination on the basis of residence, including preferential reservation or membership systems, is prohibited, except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence.
- B. Reasonable Use Limitations – Participants may impose reasonable limits on the type and extent of use of the areas and facilities acquired or developed with program assistance when such a limitation is necessary for maintenance or preservation. Thus, limitations may be imposed on the number of persons using an area or facility or the type of users such as hunters only or hikers only. All limitations shall be in accord with the applicable grant agreement and amendments.



ARCHAEOLOGICAL SURVEY OF THE PROPOSED TURNBACK CANYON TRAIL, TRAVIS COUNTY, TEXAS



ARCHAEOLOGICAL SURVEY OF THE PROPOSED TURNBACK CANYON TRAIL, TRAVIS COUNTY, TEXAS

Prepared by:

Amy M. Goldstein, M.A., RPA

Prepared for:

Turnback Canyon Trail Conservancy

Submitted to:

Texas Parks and Wildlife Department
Texas Department of Transportation

TAC Permit Number #30058
CSJ 2222-20-021 RT19021

Technical Report No. 21-269

PaleoWest

7600 Burnet Rd.
Ste. 300
Austin, TX 78757

May 16, 2022

ABSTRACT

PaleoWest contracted with the Turnback Canyon Trail Conservancy to conduct an archaeological survey of the proposed Turnback Canyon Trail within the City of Lago Vista in Travis County, Texas (Project). The proposed Project originally consisted of 1.2 miles (1.93 kilometers [km]) of three-foot-wide (0.9-meter-wide) trail construction. After surveying the originally planned 1.2-mile trail, PaleoWest surveyed a 0.1 mile (0.16 km) reroute that would allow the Project to avoid site 41TV2547. The total length of the trail, including the reroute, will still measure approximately 1.2 miles. The Project will also include construction four pedestrian bridges, four benches, six dog waste bag stations, and ten trail markers. Although the trail will only measure three feet in width, PaleoWest surveyed an area 98.4 feet (30 meters [m]) wide along the proposed trail alignment (project area). The project's horizontal area of potential effect (APE) will measure 1.2 miles in length and 0.44 acres in area. Its vertical APE will measure a maximum of 12 inches (30.5 centimeters) below ground surface.

The proposed trail would be constructed on property owned by the City of Lago Vista, a political subdivision of the State of Texas. As such, the project must comply with the Antiquities Code of Texas. The project will be funded through a grant from the Texas Parks and Wildlife Department (TPWD). Since TPWD provided this grant from funds obtained from the Federal Highway Administration (FHWA), the project must also comply with Section 106 of the National Historic Preservation Act. Under a Programmatic Agreement between FHWA, the Texas Department of Transportation (TxDOT), the Texas Historical Commission (THC), and the Advisory Council on Historic Preservation, TxDOT will serve as the lead agency for the Section 106 review process.

On March 10 and April 2, 2021, PaleoWest conducted an intensive archaeological survey of the project area to locate any archaeological resources that could be impacted by the proposed Project. The survey conformed to the standards set forth by the Council of Texas Archeologists and adopted by the THC in 2020. Work was carried out under Texas Antiquities Code (TAC) Permit #30058. Amy Goldstein served as the project's Principal Investigator and author of this report. Sheldon Smith assisted with fieldwork and drafted the report figures.

As a result of the survey, PaleoWest excavated a total of 25 shovel tests throughout the project area. Five additional planned shovel test locations were not excavated because of steep slope and/or exposed bedrock. One previously recorded site, 41TV2547, was revisited within the project area. This site was recorded in 2018 as a prehistoric open campsite of unknown age with a burned rock midden. The site was recommended eligible as a State Antiquities Landmark (SAL) due to evidence of looting. During current investigations, PaleoWest found that the site extended further to the south and southeast, within the original project area. PaleoWest and the Turnback Canyon Trail Conservancy worked together to find a reroute that avoids the site with an approximately 30-m (100-foot) buffer. No cultural materials were found along this reroute. Although the Project will now avoid the site, PaleoWest recommends that 41TV2547 be considered eligible as a SAL based on evidence of continued looting. The portion of the site that fell within the original project area is recommended as a non-contributing element to the site's overall eligibility for the National Register of Historic Places (NRHP).

Based on the results of the investigations documented in this report, no significant cultural resources would be affected by the proposed Project. No further work is recommended in connection with the proposed Project. Following completion of the Project, all project records will be permanently curated at the Center for Archaeological Studies in San Marcos, Texas.

This page intentionally left blank.

CONTENTS

CHAPTER 1. INTRODUCTION	1
CHAPTER 2. ENVIRONMENTAL SETTING	5
2.1 PHYSIOGRAPHY AND HYDROLOGY	5
2.2 GEOLOGY AND SOILS	7
2.3 CLIMATE	7
CHAPTER 3. CULTURAL BACKGROUND	11
3.1 PALEOINDIAN PERIOD (CA. 15,000-8500 B.P.)	11
3.2 ARCHAIC PERIOD (CA. 8500- 1200 B.P.)	12
3.3 HISTORIC PERIOD (CA. 350 B.P. TO PRESENT)	13
CHAPTER 4. DESKTOP BACKGROUND RESEARCH	17
4.1 PREVIOUS RESEARCH	17
4.2 DATABASE REVIEW	17
4.3 MAP AND AERIAL PHOTOGRAPH REVIEW	19
CHAPTER 5. SURVEY METHODS	20
CHAPTER 6. SURVEY RESULTS	21
6.1 SITE 41TV2547	24
CHAPTER 7. SUMMARY AND RECOMMENDATIONS	31
CHAPTER 8. REFERENCES CITED	32

APPENDICES

Appendix A. Shovel Test Log	36
-----------------------------------	----

FIGURES

Figure 1-1. Project location within Travis County.	2
Figure 1-2. Project area depicted on a 7.5' topographic map.	3
Figure 1-3. Project area depicted on a recent aerial photograph.	4
Figure 2-1. View of creek from proposed trail, showing rocky canyon sides (facing southwest)	5
Figure 2-2. Seep spring near shovel test AMG007, facing northeast.	6
Figure 2-3. Unique geological feature created by erosion of limestone bedrock, facing south.....	6
Figure 2-4. Mapped soils within the project area	8
Figure 2-5. Project area overlaid on the Austin PALM.	9
Figure 4-1. Previously recorded cultural resources within 1 km of the project area	18
Figure 6-1. Existing informal trail surrounded by young trees, facing southeast.	21
Figure 6-2. Slope to the north and south of shovel test SMS005, facing east.	22
Figure 6-3. Bedrock outcrop near the midpoint of the proposed trail, facing east.	22
Figure 6-4. Map of survey results, including shovel test locations and site 41TV2547..	23
Figure 6-5. Shovel test SMS007 showing typical soil profile within the project area.	24
Figure 6-6. Map of site 41TV2547.....	25
Figure 6-7. Site overview from shovel test AMG004, facing southwest.....	26
Figure 6-8. Chert flakes found in shovel test SMS002.	26

Figure 6-9. Slope south and west of shovel test SMS002, facing west.	27
Figure 6-10. Turnback Creek from shovel test SMS002, facing south.	27
Figure 6-11. Potholes within the central portion of site 41TV2547, facing southeast. ...	28
Figure 6-12. Chert core found on the surface in the central portion of site 41TV2547. .	29
Figure 6-13. Path cleared of vegetation leading from the existing informal trail to the center of site 41TV2547, facing northeast.	29

TABLES

Table 1. Previously Recorded Archaeological Sites Within 1.0 km of the Project Area.	19
--	----

This page intentionally left blank.

CHAPTER 1. INTRODUCTION

PaleoWest contracted with the Turnback Canyon Trail Conservancy to conduct an archaeological survey of the proposed Turnback Canyon Trail within the City of Lago Vista in Travis County, Texas (Project; Figures 1-1 through 1-3). The proposed Project originally consisted of 1.2 miles (1.93 kilometers [km]) of three-foot-wide (0.9-meter-wide) trail construction. After surveying the originally planned 1.2-mile trail, PaleoWest surveyed a 0.1 mile (0.16 km) reroute that would allow the Project to avoid site 41TV2547. The total length of the trail, including the reroute, will still measure approximately 1.2 miles. The Project will also include construction four pedestrian bridges, four benches, six dog waste bag stations, and ten trail markers.

The depth of impacts will be approximately 3 inches (7.6 centimeters [cm]) along the majority of the trail. At bridge locations the depth of impacts may extend as deep as 12 inches (30.5 centimeters [cm]). The project's horizontal area of potential effect (APE) will measure 1.2 miles in length and 0.44 acres in area. Its vertical APE will measure a maximum of 12 inches (30.5 cm) below ground surface. Although the trail will only measure three feet in width, PaleoWest surveyed an area 98.4 feet (30 meters [m]) wide along the proposed trail alignment to encompass additional space that could be needed for bridges, benches, dog waste bag stations, trail markers, temporary workspace needed for construction, or slight shifts in the trail alignment (project area).

The proposed trail would be constructed on property owned by the City of Lago Vista, which is a political subdivision of the State of Texas. As such, the project must comply with the Antiquities Code of Texas (ACT). The project will be funded through a grant from the Texas Parks and Wildlife Department (TPWD). Since TPWD provided this grant from funds obtained from the Federal Highway Administration (FHWA), the project must also comply with Section 106 of the National Historic Preservation Act (NHPA). Under a Programmatic Agreement between FHWA, the Texas Department of Transportation (TxDOT), the Texas Historical Commission (THC), and the Advisory Council on Historic Preservation, TxDOT will serve as the lead agency for the Section 106 review process.

The purpose of the archaeological investigation was to document, inventory, and evaluate any archaeological resources located within the project area. To accomplish this task, PaleoWest conducted pre-field background research and an intensive pedestrian survey supplemented by shovel tests placed at 100 m intervals and judgmentally throughout the project area. The survey conformed to the standards set forth by the Council of Texas Archeologists and adopted by the Texas Historical Commission in 2020. Work was carried out under Texas Antiquities Code (TAC) Permit #30058. Amy Goldstein served as the project's Principal Investigator and author of this report. Sheldon Smith assisted with fieldwork and drafted the figures for the report.

This report presents the results of PaleoWest's investigations of the project area. Following this introductory chapter, Chapters 2 and 3 present the environmental and cultural backgrounds, respectively, of the project area. Chapter 4 describes the results of pre-field background research, and Chapter 5 discusses survey methods. Chapter 6 presents the results of the archaeological survey, and Chapter 7 presents cultural resource management recommendations for the Project. Chapter 8 lists the references cited in the report, and Appendix A summarizes the shovel test data.

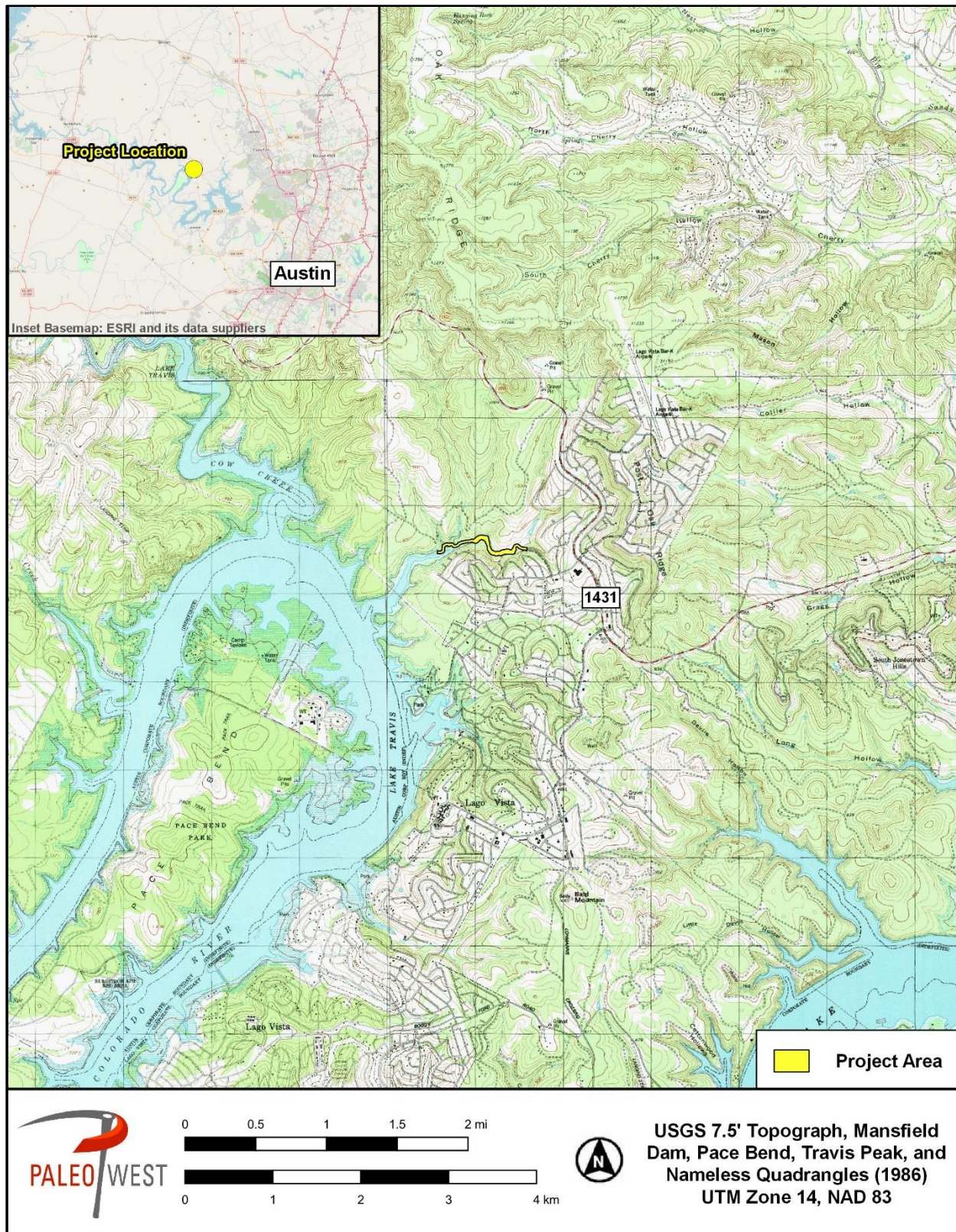


Figure 1-1. Project location within Travis County.

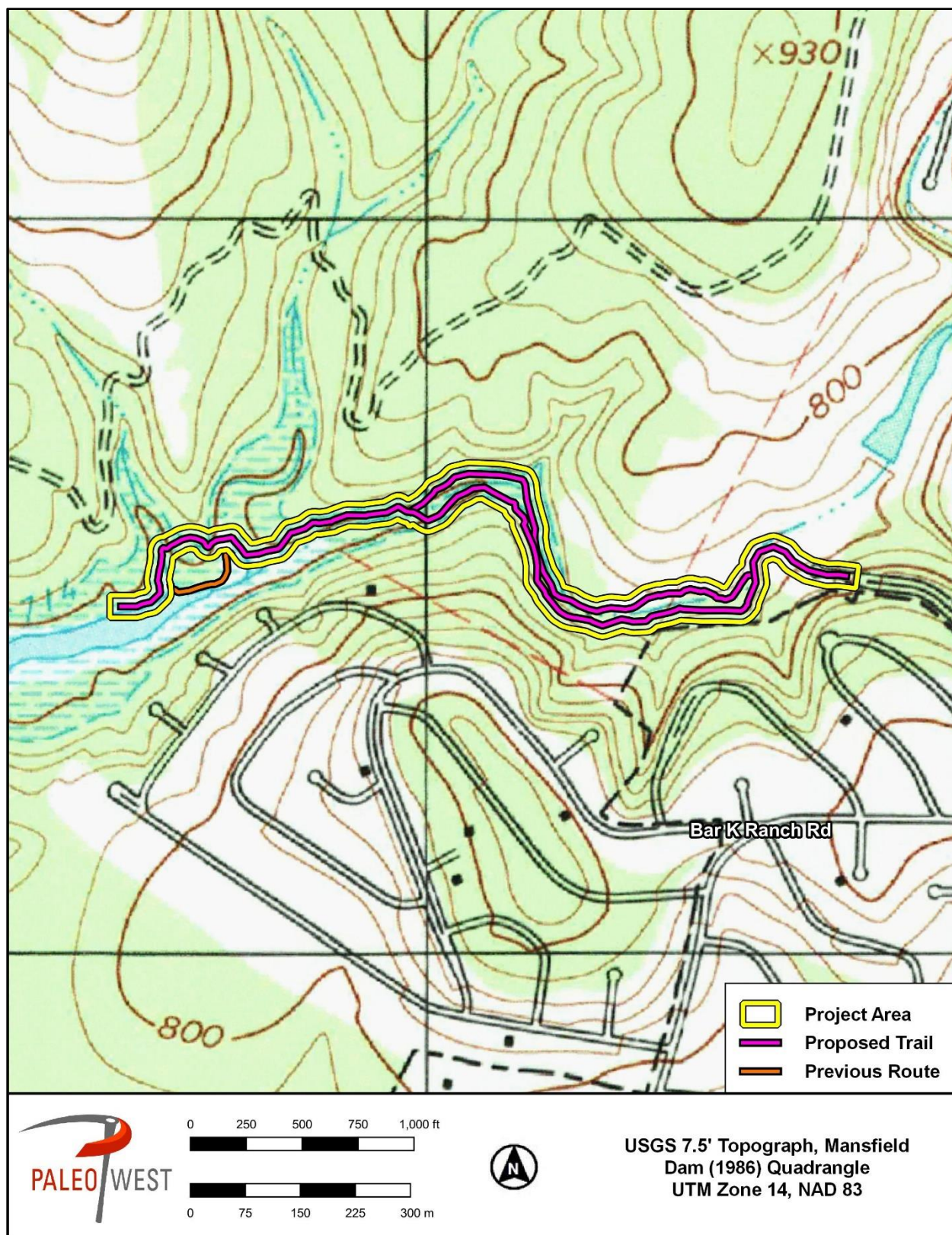


Figure 1-2. Project area depicted on a 7.5' topographic map.

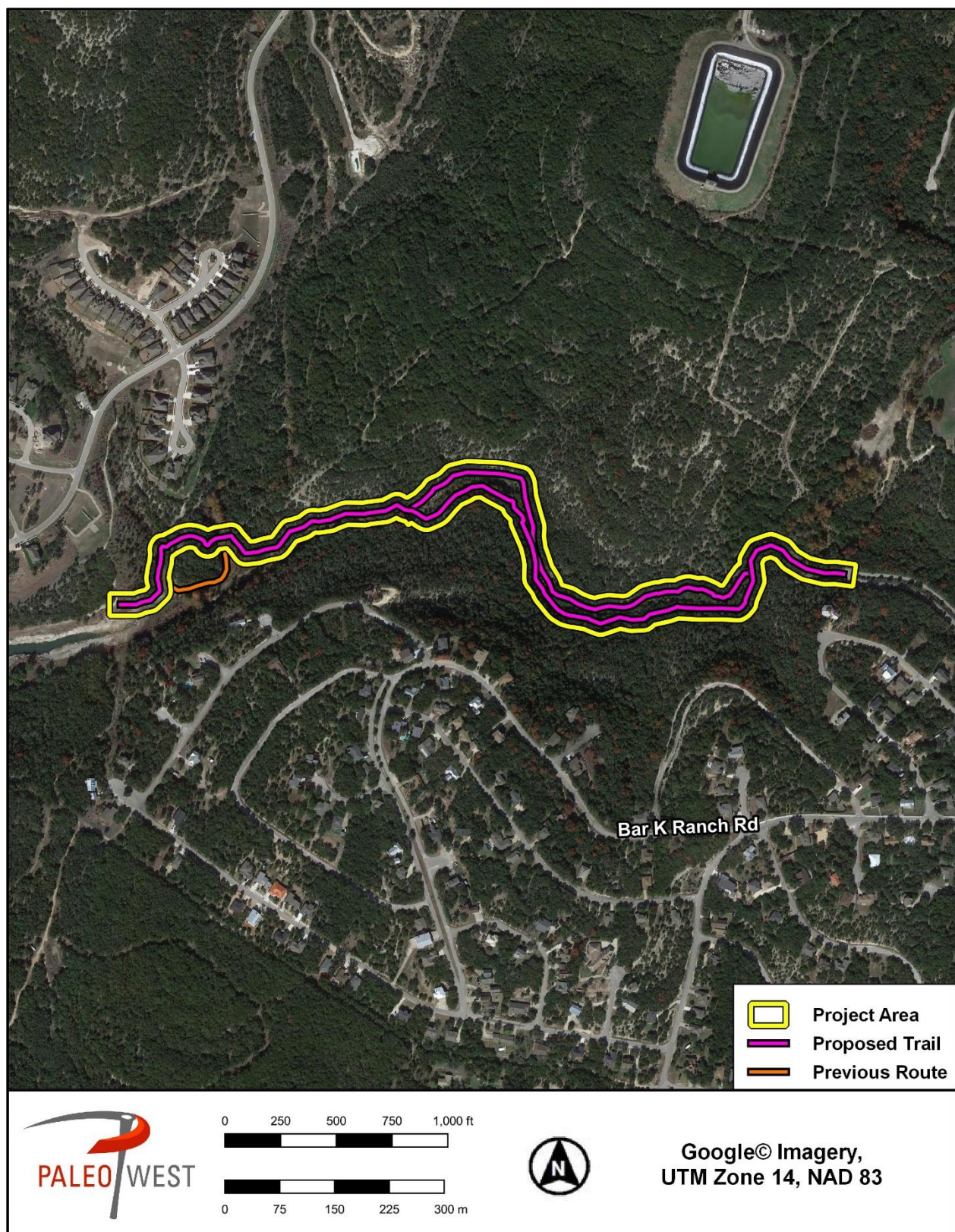


Figure 1-3. Project area depicted on a recent aerial photograph.

CHAPTER 2. ENVIRONMENTAL SETTING

2.1 PHYSIOGRAPHY AND HYDROLOGY

The Project is located in northwest Travis County, within the Balcones Canyonlands ecoregion as defined by Griffith et al. (2007). The geographical boundaries of this ecoregion are defined by the Balcones Escarpment to the southeast and flat beds of limestone to the northwest. Elevation ranges from 650-2400 feet above mean sea level (amsl), with local relief ranging from 150-700 feet. The region is characterized by its stair step topography and karst features such as canyons, sinkholes, and caves. Karst features were formed by the dissolution of the limestone bedrock from naturally acidic rain. Discharge of the Trinity-Edwards aquifer to the south and east through springs creates greater abundance of surface water in the Balcones Canyonlands than other parts of the Edwards Plateau (Griffith et al. 2007).

Physical features of the Balcones Canyonlands are evident throughout the project area. The proposed trail parallels an unnamed tributary creek (known locally as “Turnback Creek”) of Lake Travis. The creek flows through a canyon with steep, rocky sides (Figure 2-1). Dissolution of limestone bedrock has created a seep spring (Figure 2-2) and unique geological features (Figure 2-3) within and adjacent to the project area. Elevation across the project area ranges from 690-800 feet amsl, with elevation gradually increasing from west to east.



Figure 2-1. View of creek from proposed trail, showing rocky canyon sides (facing southwest)



Figure 2-2. Seep spring near shovel test AMG007, facing northeast.



Figure 2-3. Unique geological feature created by erosion of limestone bedrock, facing south.

2.2 GEOLOGY AND SOILS

The project area is underlain by the Lower Glen Rose Limestone Formation, which dates to the Cretaceous period (USGS 2021). This formation consists of limestone, dolomite, and marl in alternating beds that form stair step topography. Marine fossils are common throughout the formation (USGS 2021).

Only one soil unit, the Brackett-Rock outcrop-Real complex, 8 to 30% slopes (BoF), is mapped within the project area (USDA-NRCS 2021; Figure 2-4). Both the Brackett and Real series consist of soils that are very shallow or shallow to paralithic limestone bedrock. The soils formed in residuum derived from Cretaceous age limestone. Brackett series soils reach the B horizon by a depth of 15 cm below surface, and Real soils reach the B horizon by 33 cm below surface (USDA-NRCS 2021).

The project area falls within locations coded as 7 and 8 on the Austin Predictive Archaeological Liability Map (PALM; Figure 2-5). According to the Austin PALM, these areas contain a high potential for preserving shallow cultural deposits and low (7) or moderate (8) potential for preserving deep cultural deposits. Despite this coding on the PALM, BoF soils have no potential to contain deeply buried cultural materials since degrading bedrock is reached by an average depth of 40 cm below surface.

2.3 CLIMATE

Numerous scholars have used multiple lines of evidence to reconstruct the past climate of Central Texas from the Pleistocene to the present. An early overview of palynological analyses by Bryant and Holloway (1985) looked at the fossil pollen record from several bogs in Central Texas to examine changes in vegetation from the Wisconsin Full-Glacial Period (22,500-14,000 years before present [BP]) to the present. Their data suggested that the climate during the Wisconsin Full-Glacial Period was considerably cooler and more humid and that the region was more heavily forested in deciduous woodlands than during later periods. Throughout the Late Glacial Period (14,000-10,000 years BP), Central Texas became warmer and drier, and deciduous woodlands were gradually replaced by grasslands and oak savannas (Bryant and Holloway 1985). The Post-Glacial Period (10,000 BP-present) of Central Texas was more climatically stable with the continued disappearance of deciduous forests and woodlands as well as evergreen species. The modern environmental conditions of Central Texas were probably established by 1500 BP (Bryant and Holloway 1985).

More recent paleoclimatic studies have added further detail and specificity to the Bryant and Holloway overview. Using fossil pollen from the Boriack and Weakly bogs in Central Texas, Bousman (1998) showed oscillation between forested/woodland vegetation and grassland vegetation from 12,000-2500 BP. The study also identified two mid-Holocene dry intervals which peaked at 6500BP and 5000 BP. In addition to pollen, researchers have used speleothems from caves as a proxy for constructing past environments. Trace element analysis from speleothems in Natural Bridge Caverns showed that while moisture conditions in Central Texas were variable throughout the mid-late Holocene (7000 BP-present), moisture trends did not increase or decrease overall throughout this time (Wong et al. 2015). This speleothem analysis also showed that present-day soil conditions were reached by approximately 5000 BP.

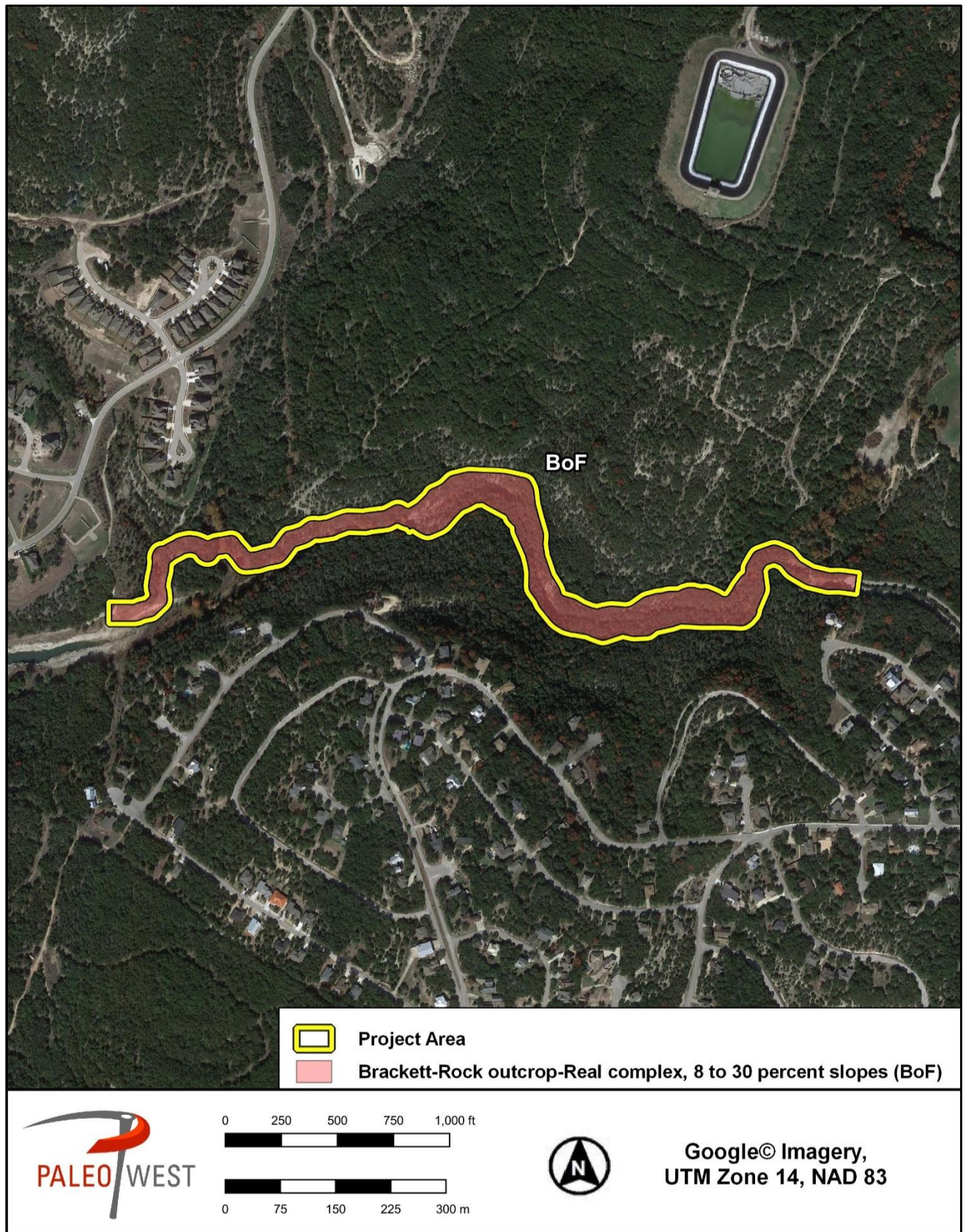


Figure 2-4. Mapped soils within the project area

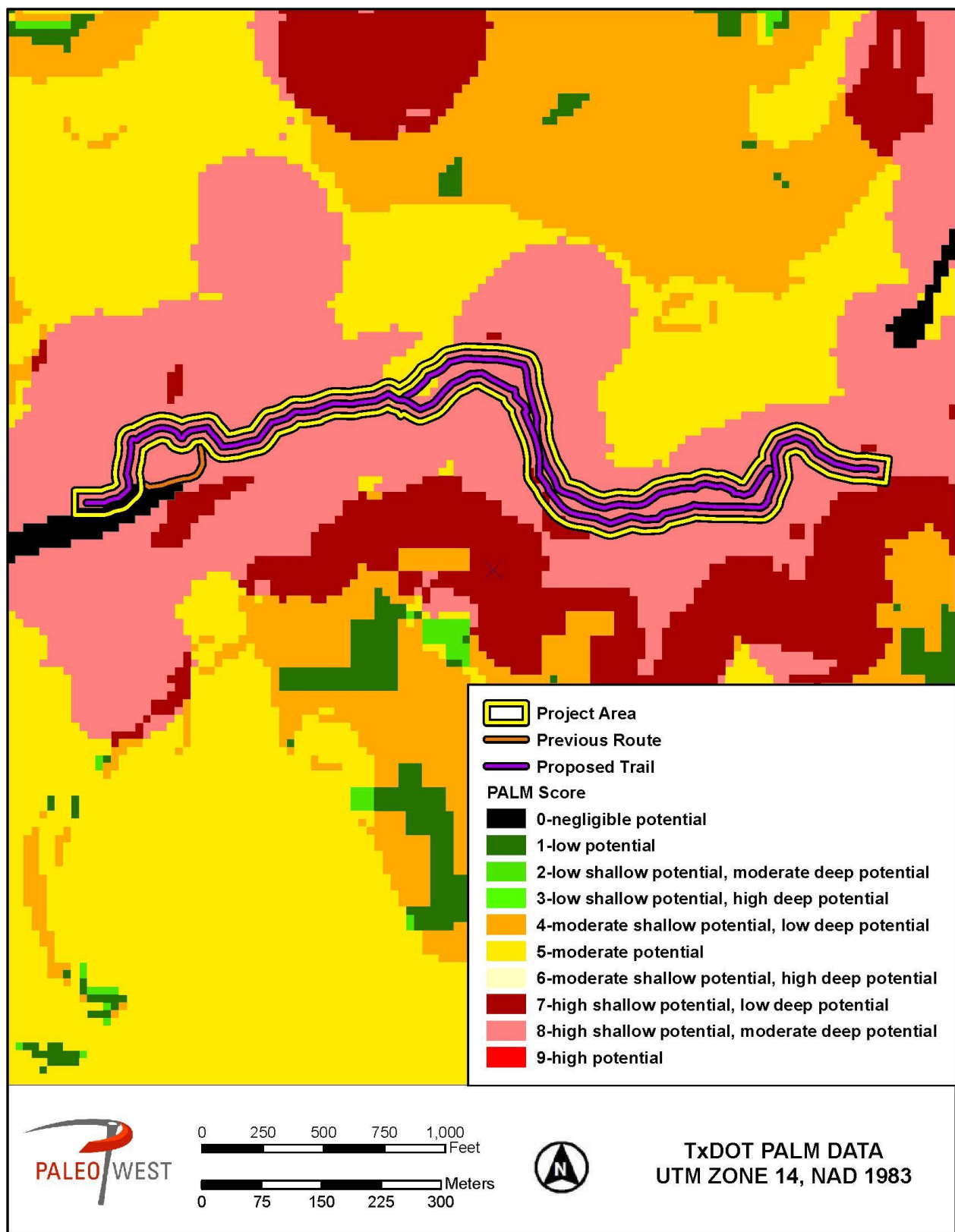


Figure 2-5. Project area overlaid on the Austin PALM.

A study of the ancient DNA record from Hall's Cave in Central Texas used the presence of flora and fauna as a proxy for environmental reconstruction. This data showed that during the Last Glacial Maximum (20,000-14,700 BP), Central Texas was a mesic grassland that sustained populations of megafauna grazers and that temperatures were significantly cooler than today (Seersholm et al. 2019). During the Bolling-Allerod warming event (14,700-12,600 BP), temperatures increased, and the grassland changed to a woodland dominated by live oak, ash, and walnut.

This change in vegetation coincided with the disappearance of megafauna grazers from the fossil record. Around 12,600 BP, the climate abruptly became cooler and drier, leading to a decline in both plant and animal diversity. When temperatures increased again by the beginning of the Holocene (11,700 BP), plant diversity increased and vegetation changed to an oak-juniper woodland, though animal diversity did not recover (Seersholm et al. 2019).

The present-day climate of Travis County is sub-tropical and sub-humid with long, hot summers and short, mild winters (TWDB 2012). The climate is influenced primarily by tropical maritime air masses from the Gulf of Mexico, but it is modified by polar air masses. Tropical maritime air masses predominate throughout spring, summer, and fall. Modified polar air masses are dominant in winter and provide a continental climate characterized by considerable variations in temperature. Average high temperatures range from 97°F (36°C) in August to 62°F (16.4°C) in January. Annual average precipitation is 34.3 inches (87.0 centimeters), almost all of which falls as rain (US Climate Data 2021).

CHAPTER 3. CULTURAL BACKGROUND

The project area is located within Perttula's (2004:7) Central Texas archeological region. The indigenous peoples of Central Texas practiced a generally nomadic hunting and gathering lifestyle throughout all of prehistory. Unlike many other regions of Texas, ceramics were not adopted until relatively late in prehistory, and agriculture was not widely practiced until after European contact (Collins 2004).

3.1 PALEOINDIAN PERIOD (CA. 15,000-8500 B.P.)

Archaeological research over the last 30 years has consistently pushed back the date of initial human occupation of the New World. This initial occupation can now be confidently extended back before 15,000 B.P. (Dillehay et al. 2008; Meltzer 2009; Rodrigues et al. 2016; Williams et al. 2018). Evidence from Meadowcroft Rockshelter in Pennsylvania suggests that humans were present in Eastern North America as early as 14,000 to 16,000 years ago (Adovasio et al. 1990). Discoveries at Monte Verde in Chile provide unequivocal evidence for human occupation in South America by at least 14,000 years ago and possibly much earlier (Dillehay et al. 2008). Recent investigations of the Gault site in Bell County, Texas, have raised the possibility that a pre-Clovis culture has been present in North America by at least 16,000 years ago (Williams et al. 2018). At the Debra L. Friedkin site, just 400 meters downstream from the Gault Site, Waters et al. (2018) found a stone tool assemblage below Clovis deposits within sediments dated to 13,500 to 15,500 B.P. Similarly, the deepest layers containing cultural material at the Pavo Real site in Bexar County, Texas, have been dated to 15,770 ± 890 B.P., suggesting a possible pre-Clovis presence (Collins 2003; Rodrigues et al. 2016).

The earliest generalized evidence for human activities in Central Texas is represented by the Paleoindian period (15,000 to 8500 B.P.; Collins 2004; Rodrigues et al. 2016; Williams et al. 2018). This period coincided with ameliorating climatic conditions following the close of the Pleistocene epoch that witnessed the extinction of megafauna such as mammoth, horse, camel, and bison. Cultures within this time period are characterized by series of distinctive, relatively large, often fluted, lanceolate projectile points. These points are frequently associated with spurred end scrapers, graters, and bone foreshafts. Due to poor preservation of floral materials, subsistence patterns in Central Texas are known primarily through the study of faunal remains. While Paleoindian cultures have typically been associated with hunting of extinct megafauna, evidence from nearly all Paleoindian sites in Texas suggests that PaleoIndians exploited a diverse set of smaller taxa in addition to megafauna such as mammoth and bison (Bousman et al. 2004). In Central Texas, the Paleoindian period has traditionally been divided into two sub-periods based on recognizable differences in projectile point styles. These include the Early Paleoindian period, which is recognized based on large, fluted projectile points (i.e., Clovis, Folsom, Dalton, San Patrice, and Big Sandy), and the Late Paleoindian period, which is characterized by unfluted lanceolate points (i.e., Plainview, Scottsbluff, Meserve, and Angostura). As noted above, however, new evidence of earlier cultural manifestations may necessitate a reworking of Paleoindian cultural chronology.

3.2 ARCHAIC PERIOD (CA. 8500- 1200 B.P.)

The onset of the Hypsithermal drying trend marks the beginning of the Archaic period (ca. 8500 to 1150 B.P.; Collins 1995). This climatic trend marked the beginning of a significant reorientation of lifestyle throughout most of North America, but this change was far less pronounced in Central Texas. Elsewhere, the changing climatic conditions and corresponding decrease in the big game populations forced people to rely more heavily upon a diversified resource base composed of smaller game and wild plants. In Central Texas, however, this hunting and gathering pattern is characteristic of most of prehistory. The appearance of a more diversified tool kit, the development of an expanded groundstone assemblage, a general decrease in the size of projectile points, and the use of heated rocks in cooking are hallmarks of the Archaic period (Collins 2004).

Traditionally, the Archaic period is subdivided into Early (8800-6000 B.P.), Middle (6000-4000 B.P.), and Late (4000-1200 B.P.) subperiods. Changes in projectile point morphology are often used as markers differentiating these three subperiods, though other changes in material culture occurred as well. Within Central Texas, sites with Early Archaic components are more frequently found along the southern and eastern portions of the Edwards Plateau (Collins 2004; Johnson and Goode 1994). Archaeological markers of Early Archaic sites include Angostura, early split-stem, and Martindale-Uvalde dart points; bola stone sinkers; grinding and hammering stones; and Clear Fork and Guadalupe bifaces (Collins 2004).

Stone tools diagnostic of the Middle Archaic in Central Texas include Bell, Andice, Calf Creek, Taylor, Nolan, and Travis dart points. This shift in lithic technology likely indicates a return to bison hunting during more mesic environmental conditions (Collins 2004; Johnson and Goode 1994). Perhaps the most marked change in material culture was the appearance of large burned rock middens during the Middle Archaic subperiod. The middens appear near the end of the Middle Archaic when xeric conditions once again prevailed in Central Texas, which may indicate a shift in subsistence strategy toward xerophytes such as sotol (Collins 2004).

Burned rock midden usage continued throughout the Late Archaic subperiod despite the return of more mesic conditions. A variety of dart point styles are diagnostic of the Late Archaic, including Bulverde, Pedernales, Lange, Marcos, Ensor, Frio, and Darl (Collins 2004). Large cemeteries appear during the Late Archaic subperiod. In addition, the increasing density of prehistoric sites through time is often considered to constitute evidence of population growth (Prewitt 1981), though differential preservation probably at least partially accounts for the lower numbers of older sites.

LATE PREHISTORIC PERIOD (CA. 1200 B.P. TO 350 B.P.)

The onset of the Late Prehistoric period (1150 to 350 B.P.) is defined by the appearance of the bow and arrow. Ceramics were also adopted in Central Texas during this period, though not until relatively late. In Central Texas, the Late Prehistoric period is generally divided into the Austin and Toyah phases. The Austin phase, which lasted from ca. 1150 to 800 B.P., seems to have differed little from Late Archaic cultural manifestations except for the adoption of the bow and arrow and apparent discontinuation of the atlatl (Collins 2004). Increased interpersonal violence during this time is inferred from multiple incidences of arrow wounds observed in the bioarchaeological record (Prewitt 1974). The Toyah phase (ca. 800 to 350 B.P.) represents a more distinctive and widespread change in material culture. Distinctive Toyah material culture includes

Perdiz arrow points; large, thin bifaces; prismatic blades; and both local and imported ceramics (Collins 2004). This technological assemblage, which was adopted across many regions of Texas, is thought to be associated with bison hunting.

3.3 HISTORIC PERIOD (CA. 350 B.P. TO PRESENT)

The first Europeans to arrive in what is now known as Texas were Spanish members of the Alonso Álvarez de Pineda expedition, who in 1519 explored the northern shores of the Gulf of Mexico. In 1528, the Spaniard Álvar Núñez Cabeza de Vaca crossed South Texas after being shipwrecked along the Texas Coast near Galveston Bay. Despite this early contact, the impact of European settlement did not seriously disrupt native ways of life until after 1700. The first half of the eighteenth century was the period in which the fur trade and mission system, as well as the first effects of epidemic diseases, began to seriously impact indigenous cultures and social systems. This process is clearly discernable at the Mitchell Ridge site, where burial data suggest population declines and group mergers (Ricklis 1994) as well as increased participation on the part of the Native American population in the fur trade. By the time that heavy settlement of Texas began in the early 1800s by Anglo-Americans, the indigenous Indian population was greatly diminished.

Despite early Spanish exploration in central Texas, Spain did not establish permanent settlements in what is now Travis County until the early nineteenth century. In 1821, the Spanish government issued Moses Austin a permit to settle 300 families in central Texas; however, he passed away shortly thereafter. His son, Stephen F. Austin, followed his father's enterprise and met with the new Mexican commissioner Gaspar Flores de Abrego, who issued colonization titles for rich bottomlands along the Brazos, Colorado, and San Bernard Rivers (Long 2021). A large percentage of Austin's colonists were from the American South's upper class of literate whites. Many of these colonists were slave owners, and the 443 enslaved African Americans in the original colony constituted one-fourth of the entire colonial population (Long 2021).

During the Texas Revolution, most white settlers fled the area but returned shortly after hostilities ended. In January of 1839, a site was selected for the capital of the new Republic of Texas. This nascent city was officially named Austin on January 19, 1840, and a few days later Travis County was also founded (Smyrl 2021a). In February 1840, the reported population of Austin was 856. Initially, Travis County was appointed an overwhelming 40,000.0 square miles (103,599.5 square kilometers) within its boundaries; however, 11 counties were eventually annexed out of this territory, including Callahan (1858), Coleman (1858), Comal (1846), Gillespie (1848), Hays (1848), Burnet (1852), Brown (1856), Lampasas (1856), Eastland (1858), Runnels (1858), and Taylor (1858) (Smyrl 2021a).

In July of 1845, a convention of framers drafted the Constitution of 1845, allowing Texas to be annexed as a state into the United States. During the late 1840s and early 1850s, the City of Austin and Travis County experienced a wave of formative economic and social growth centered on its newly founded state government. During this time, the construction of grandiose office buildings, hotels, houses, and homesteads established the beginning of a burgeoning society (Allen et al. 2021). From 1850 to 1860, the population of Travis County more than doubled from 3,138 (2,336 whites, 791 enslaved blacks, and 11 free blacks) to 8,080 (4,931 whites, 3,136 enslaved blacks, and 13 free blacks; Smyrl 2021a). During this time, the towns of Pflugerville and Del Valle were settled, and rural post offices were built in smaller communities across the county such as Bluff Springs, Webberville, Merriltown, Gilleland, Cage's Mill, and Hornsby Bend (Smyrl

2021a). An intensification of crop agriculture in Travis County occurred during the 1850s as evidenced by the number of tenable farm acreage that grew from 73,300 acres to 1,363,500 acres between 1850 and 1860 (Smyrl 2021a).

Due to its location along the edge of the frontier, Austin was somewhat isolated until the 1850s as no railroads or ports were within its immediate vicinity. Goods, resources, and communications were transported along poorly maintained wagon roads from the nearest commercial hubs of Houston and Port Lavaca to the east and southeast, respectively. In 1852, at the demand of the Texas banking industries, the independent railway line, the Austin Railroad Association, was established to bring a line to the Austin area; however, progress on the line was halted when the Civil War ignited in 1861. Surprisingly, at the onset of the war, Unionist sentiment was high in Travis County and citizens voted 704 to 450 against secession from the Union (Smyrl 2021a). Despite the overwhelming vote to remain in the Union, several hundred volunteers from Travis County joined the Confederate cause (Smyrl 2021a). At the close of the Civil War in 1865, with the arrival of Union troops in the county, clashes between the federal soldiers and former Confederate supporters resulted in looting of farms and businesses as well as arrests of as many as 30 citizens per day (Smyrl 2021a).

Throughout the Reconstruction period following the Civil War, Travis County suffered economic destitution and experienced an almost 50% loss in property tax receipts between the years of 1864 and 1866, though most of this was due to the fact that slaves were no longer property (Smyrl 2021a). Still, the 1870s saw significant infrastructure improvements for Travis County. In 1871 the Houston and Texas Central Railway was completed. The railway passed through the small hamlet of Gregg, which changed its name to Manor in 1872 (Smyrl 2021b). The arrival of the railroad provided easy access to markets, which spurred economic and population growth. In 1876 the International and Great Northern Railway was finished, initially linking Rockdale and Austin, and then in 1881 linking to Laredo on the Mexican border (Smyrl 2021a).

By 1880, Travis County had begun to recover from the post-war economic slump—the population had grown from 13,153 in 1870 to 27,028 in 1880, and farms had increased from 1,256 in 1870 to 1,912 in 1880 (Smyrl 2021a). During the 1880s, the intensification of crops such as corn, cotton, wheat, and oats made up nearly half of all improved farmland in the county, and livestock, such as cattle and sheep, made up the rest. Railroad construction continued to intensify through the turn of the twentieth century. In 1882, Austin and Burnet were joined with track from the smaller independent line, the Austin and Northwestern Railroad. In 1904, the Missouri, Kansas, and Texas Line arrived at Travis County, benefiting the communities these rail lines ran through, including Austin, Pflugerville, Manor, Oak Hill, and Manchaca (Smyrl 2021a).

After the Civil War, black citizens of Travis County continued to face systematic racism and segregation. The black population of Travis County increased by 60% in the year following the Civil War, whereas the white population only grew by 12%. In 1870 the black population numbered 4,647 and comprised 35% of the entire population of Travis County; this was largest percentage of black citizens in the history in the county (Smyrl 2021a). Also, during this time, the racially segregated communities of Clarksville, Kincheoville, Masontown, and Wheatville were established by formerly enslaved African Americans (Smyrl 2021a). These black citizens founded numerous churches, newspapers, grocery stores, and funeral homes to meet the needs of their marginalized societies. As the population of Travis County grew, so did the African American population, which steadily increased to 13,299 in 1900 and rose to 22,493 in 1950, 32,270 in 1970, and 63,173 in 1990. However, despite these numbers, the percentage of black residents

in relation to the overall population declined due to the rapid increase of other ethnic groups' population numbers (Smyrl 2021a). These ethnic groups included a variety of immigrants, such as Germans, Swedish, and Mexicans. Due to the civil unrest of the Mexican Revolution from 1910 to 1920, many Mexican citizens and exiles crossed the U.S. border into Texas seeking refuge from the social and economic upheaval in their home country. By 1930, the Travis County census documented 10,225 people of Hispanic descent, which comprised 13% of the county's total population (Smyrl 2021a).

By 1890, 14,575 of the total 36,322 residents of Travis County lived in Austin, which by then was shaping up to be a modern city (Smyrl 2021a). Like many other major cities at the time, Austin's innovations included water generated electricity and a trolley system, albeit racially segregated, as well as hundreds of businesses to suit the needs of a demanding capitalist society. By 1900, the population of Austin had reached 22,000 citizens; however, the majority still lived in isolated farming communities and hamlets where agriculture was the dominant occupation. Cotton in particular led the agribusiness staples as the choice crop and remained so for more than 60 years, until it was replaced by corn and animal husbandry (Smyrl 2021a).

By the late 1920s, the profitability of the cotton industry had begun a slump. Due to the impacts of intense monocrop agriculture, soil degradation, and the introduction of the boll weevil beetle, production decreased in 1930 (Smyrl 2021a). By the later 1950s cotton fell below its 1890 production and by 1980, cotton was rarely grown, constituting only 8% of the total cropland harvested in Travis County (Smyrl 2021a). To alleviate the throes of the agricultural depression, crop diversification was encouraged as well as a shift away from cotton to an adoption of animal husbandry. Over the course of 40 years, farm tenancy had gradually increased, peaking in 1930 when farm tenants worked "2/3 of the 3,642 farms" (Smyrl 2021a). Throughout the 1930s the total number of farms fell to 1,000. This tendency was the result of a variety of factors including a monopolization of farms by larger corporations, the implications of the economic setbacks caused by the Great Depression, droughts, and a shift away from cotton and other staple crops.

As rural communities and other cities around Austin were impacted firsthand by an immediate economic deterioration caused by the stock market crash of 1929, the subsequent Great Depression did not significantly affect the City of Austin until the mid-1930s. This was likely because Austin did not have as many manufacturing jobs like other major cities, such as Houston or Dallas, at the time (Hughes 1999). Regardless, unemployment and hardship were commonplace, leading to the introduction of the Federal Emergency Relief Act and the Texas Rehabilitation and Relief Commission, both passed in 1933. Direct work relief was doled out to the unemployed through President Franklin D. Roosevelt's New Deal programs, such as the Civilian Conservation Corps (CCC), Works Progress Administration (WPA), National Youth Administration (NYA), and Public Works Administration (PWA). The CCC employed more than 50,000 Texans and emphasized natural resources, archaeology, forest and soil conservation, and the construction of recreational parks, including 31 state parks in Texas alone (Procter 2010). In the city of Austin, employment was maintained through the WPA, the Lower Colorado River Authority (LCRA), and the City of Austin. State and local governments borrowed millions of dollars from the WPA and PWA for the construction of various structures and edifices that are still used today. These include the City Hall of Austin, multiple fire stations and a city-wide fire alarm system, municipal water treatment and sewage facilities, road and bridge improvements, and the construction of a new library and tower on The University of Texas campus (Hughes 1999). Another major construction project during the 1930s and 1940s was the erection of a series of

dams on the Colorado River within Travis County that formed Lake Austin, Lake Travis, Lake Buchanan, Lake Lyndon B. Johnson, Inks Lake, and Lake Marble Falls (Smyrl 2021a).

In addition to an economy based almost solely on state government, universities, and rural agriculture, Travis County saw the emergence and establishment of the high-tech industry in the early 1950s with the formation of Texas Instruments Company in 1951 and Tracor, Inc. in 1955. Both businesses paved the way for similar companies to choose Austin as their base of operations. In 1967, computer conglomerate International Business Machines (IBM) opened an Austin branch, and in 1974 Motorola developed an Austin campus to fabricate semiconductors, unofficially establishing the state capitol as a high-tech hub. The jobs provided by these high-tech companies added to the urban population of Austin, which by 1980 was 345,890.

During the mid-twentieth century, Austin took steps toward integration and racial equality. In 1950, Supreme Court ruling in the *Sweatt v. Painter* case let to The University of Texas at Austin becoming the first southern university to admit black students as undergraduates. However, it was not until 1962 that The University of Texas would admit any black graduate or Ph.D. students or integrate all its facilities (Smyrl 2021a). It took a year after *Brown v. Board* in 1955 for all public schools in Travis County to integrate their students. Hispanic citizens of Austin also suffered the effects of racism with the underground “Juan Crow” laws and their exclusion from certain businesses, jobs, and opportunities such as holding political offices in Texas. However, this began to change in the 1960s. In 1966, civil rights leader Barbara Jordan was the first African American woman to be elected to the Texas Senate after Reconstruction and, later, the first southern African American woman to become elected into the US House of Representatives. In 1968, Wilhelmina Delco was the first African American to be elected to public office in Austin, holding a position on the board of trustees for the Austin Independent School Board. In 1970, the first Mexican American to be elected to public office in Austin, Richard Moya, became the County Commissioner, and in 1974 Gonzalo Barrientos was elected to the Texas House of Representatives.

At the turn of the century in 1900, most of the citizens in Travis County lived near or around the city of Austin. During the 1970s and 1980s, several residential subdivisions were built around Lake Travis, which enabled a trend of moving to the outskirts of the Austin city limits. Lago Vista is one such area, which was first developed in the 1960s as a lake resort and was incorporated as its own town in the early 1980s (Smyrl 2021c).

CHAPTER 4. DESKTOP BACKGROUND RESEARCH

Prior to initiating fieldwork, PaleoWest conducted background research of the project area using a variety of sources available online or provided by the client. These sources included a previous archaeological background study, the THC's Texas Archeological Sites Atlas (Atlas), and historical topographic maps and aerial images.

4.1 PREVIOUS RESEARCH

In November 2019, Raba Kistner, Inc. (RKI) completed an archaeological background study of the proposed project for TxDOT. This background study, which was provided to PaleoWest by the Turnback Canyon Trail Conservancy, details information about landforms, soils, previous archaeological surveys, and previously recorded cultural resources in and around the project area. The background study found that the project area contains landforms on which human settlement or occupation typically occurred. The background study also showed that soils mapped within the APE are the Brackett-Rock outcrop-Real complex, 8 to 30 percent slopes and that the project falls within areas coded as 7 and 8 on the Austin Predictive Archaeological Liability Map (PALM). According to the Austin PALM, these areas contain a high potential for preserving shallow cultural deposits and low (7) or moderate (8) potential for preserving deep cultural deposits. However, the background study concluded that mapped soils extended to a maximum of 36 cm below surface and therefore did not recommend deep testing (Matthews 2019).

4.2 DATABASE REVIEW

RKI's background study found that as of 2019 no previous surveys had been conducted within the project area, seven archaeological sites had previously been recorded within 1.0 km (0.6 miles) of the project area, and one of these sites (41TV2547) overlapped the project area (Matthews 2019). PaleoWest consulted the Atlas just prior to fieldwork to ensure no additional surveys or sites had been recorded since 2019. This search confirmed that the information in the background study was still valid (Figure 4-1; Table 1). Though no previous surveys overlap the project area, two surveys have been conducted along a transmission corridor to the southwest. The Atlas did not provide any additional information about the surveys. No cemeteries, historical markers, SALs, or National Register properties or districts fall within 1 km (0.6 miles) of the project area (THC 2021).

All seven of the previously recorded sites within the 1-km search area are prehistoric in age with cultural materials visible on the ground surface. Most have been determined ineligible for the NRHP or as a SAL by the SHPO, though some of the earliest recorded sites have not been evaluated for eligibility. Site 41TV2547, which overlaps the project area, is the only site that was recommended eligible as a SAL by the site recorder. Site 41TV2547 was recorded in 2018 as a prehistoric open campsite of unknown age with a burned rock midden. Artifacts observed at the site included fire-cracked and burned rock, lithic flakes, a lithic core, a granite mano, and mussel and rabdotus shell. It is unclear if shovel tests were excavated at the site, but the depth of deposits was estimated to be 40-50 cm below ground surface based on looter potholes. Evidence of looting is the primary reason the site was recommended as an SAL (THC 2021).

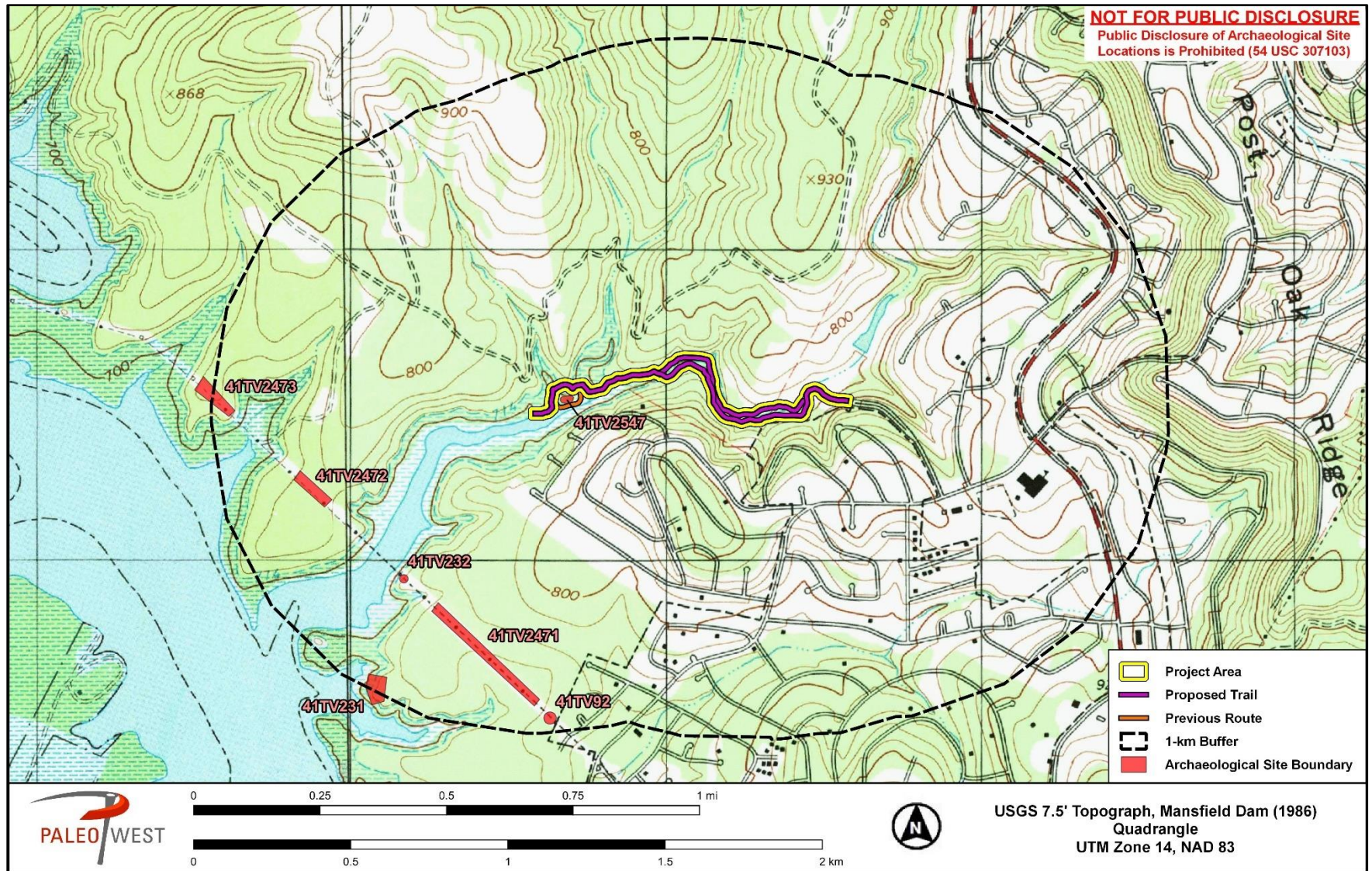


Figure 4-1. Previously recorded cultural resources within 1 km of the project area

Table 1. Previously Recorded Archaeological Sites Within 1.0 km of the Project Area

Site Trinomial	Site Type	NRHP/SAL Eligibility Status	Distance/Direction from Project Area
41TV92	Surficial prehistoric lithic scatter	Not evaluated	970 m south
41TV231	Prehistoric midden with associated mussel shells and lithic tools/debris	Not Evaluated	985 m southwest
41TV232	Prehistoric midden with associated mussel shells and lithic tools/debris	Ineligible	670 m southwest
41TV2471	Prehistoric lithic scatter	Ineligible	705 m southwest
41TV2472	Surficial prehistoric lithic scatter	Ineligible	725 m west/southwest
41TV2473	Early Archaic surficial lithic scatter	Ineligible	985 m west
41TV2547	Prehistoric burned rock midden/open camp	Recommended eligible as SAL	30 m south (southern boundary overlapped original project area)

4.3 MAP AND AERIAL PHOTOGRAPH REVIEW

In an effort to locate any potential historic-age sites within the project area, PaleoWest reviewed historical topographic maps and aerial images available online. The earliest available topographic map of the area is the Austin 1896 15' quadrangle (USGS 1896), which does not depict any structures in or around the project area. Later editions of this map (1910, 1921, 1943) also do not depict any structures in or adjacent to the project area. Higher resolution topographic maps from the 1930s and 1940s similarly do not depict any structures in or around the project area (USGS 1932, 1940). By the 1970s, construction had begun on the subdivisions south of the project area, but no structures existed within the project area (USGS 1975).

The earliest available aerial images of the project area date to 1964. This image shows the area was much less densely wooded than the present day, with much of the surrounding area cleared for pasture (NETR 2021). By 1973, the project area and surrounding land had become more heavily wooded, and roads for the subdivision south of the project area had been constructed. By 1995, several houses had been constructed in the subdivision, and the project area had reached its present-day configuration (NETR 2021). None of the aerial photographs showed structures or other evidence of historic-age habitation within the project area.

CHAPTER 5. SURVEY METHODS

PaleoWest archaeologists conducted an intensive archaeological survey of the originally proposed 1.2-mile (1.9-km) trail and a 0.1 mile (0.2 km) reroute on March 10 and April 2, 2021. Although the trail will only measure three feet (0.9 m) in width, PaleoWest surveyed a 98.4-foot (30.0-m) wide transect. In accordance with CTA/THC 2020 survey standards, PaleoWest archaeologists performed a 100% pedestrian survey of the project area supplemented by one transect of shovel tests. Shovel tests were generally spaced at 100 m intervals but occasionally diverged from this spacing to investigate landforms, visible features, or other high probability areas, and/or to avoid a surface restrictive features such as bedrock. Shovel tests were not excavated in upland or erosional settings with exposed bedrock or on slopes greater than 20 percent. When steep slopes or exposed bedrock could not be avoided by slightly offsetting shovel tests, a GPS point was taken at the planned shovel test location, and a note was made describing the reason the shovel test was not excavated.

Shovel tests measured approximately one foot (30 cm) in diameter and were excavated in 10 cm levels to a maximum of 2.6 feet (80 cm) below the ground surface. Shovel tests terminated at a depth less than 2.6 feet if they encountered sterile subsoil or a restrictive feature such as bedrock. Soils were screened through ¼ inch hardware mesh unless they were dominated by clay. Clay soils were finely divided and hand sorted. Shovel tests were visually described on a standardized form, mapped using a handheld GPS device, and backfilled upon completion. Throughout the survey field notes were maintained on terrain, vegetation, soil, landforms, and any cultural material observed. Digital photographs were taken, and a photo log was completed. Throughout the course of survey, PaleoWest archaeologists sought to identify any portions of the project area where mechanical trenching could be warranted.

When cultural materials were encountered during survey, PaleoWest archaeologists delineated their extent within the limits of the project area. For the purposes of this survey, an archaeological site was defined as three or more artifacts and/or an intact cultural feature at least 50 years old within an area no greater than 30 by 30 m. Cultural material not meeting this definition was considered an Isolated Find. In accordance with CTA/THC standards, positive shovel tests were delineated with additional shovel tests excavated in a cruciform pattern at intervals no greater than 15 m until two negative shovel tests were found in each direction or until topographic limits or the project area limits were reached. When surficial cultural materials were discovered, shovel tests were excavated to verify whether additional sub-surface deposits were present.

When revisiting site 41TV2547 within the project area, archaeologists recorded their work on a TexSite form in the field. A digital version of the form, along with site shapefiles, was submitted to the Texas Archaeological Research Laboratory (TARL) to update records for the site. No artifacts were collected during the survey. A representative sample of non-diagnostic artifacts (no diagnostic artifacts were present) was photographed and documented in the field, and the artifacts were returned to their original location. All artifacts recovered from subsurface contexts were photographed. PaleoWest will curate project paperwork to the Center for Archaeological Studies (CAS) at Texas State University.

CHAPTER 6. SURVEY RESULTS

PaleoWest conducted an intensive archaeological survey of the project area on March 10 and April 2, 2021. Vegetation within the project area consisted of moderate to dense forest of primarily ash juniper and oak trees. Most trees appeared to be less than 75 years old. An existing informal trail less than three feet wide was present throughout the project area (Figure 6-1). Given the Project's canyon setting, steep slopes were common on either side of the proposed trail, which often left only a narrow area along the existing path where shovel tests could be excavated (Figure 6-2). Ground surface visibility ranged from 0 percent in areas with thick leaf litter and pine duff to 100 percent along stretches of bedrock outcrops (Figure 6-3). The only evidence of recent disturbance within the project area was looting at site 41TV2547, which is discussed in detail below. Historically, clearing the land for pasture likely caused some ground disturbance. Natural erosion processes along the canyon slope may have also displaced artifacts from their original location upslope.

PaleoWest archaeologists excavated a total of 25 shovel tests throughout the project area; five additional planned shovel test locations were not excavated (Figure 6-4). Two shovel tests were positive for cultural materials, both of which fell within previously recorded site 41TV2547. Shovel tests encountered shallow, gravelly soils underlain by degrading limestone bedrock. A typical shovel test profile consisted of brown (10YR 4/4) to very dark grayish brown (10YR 3/2) sandy loam or clay loam to a depth of 25 cm below surface. Below this, soil became increasingly gravelly until limestone bedrock was reached, typically by a depth of 30 cm below surface (Figure 6-5; see Appendix A for all shovel test data).



Figure 6-1. Existing informal trail surrounded by young trees, facing southeast.



Figure 6-2. Slope to the north and south of shovel test SMS005, facing east.



Figure 6-3. Bedrock outcrop near the midpoint of the proposed trail, facing east.

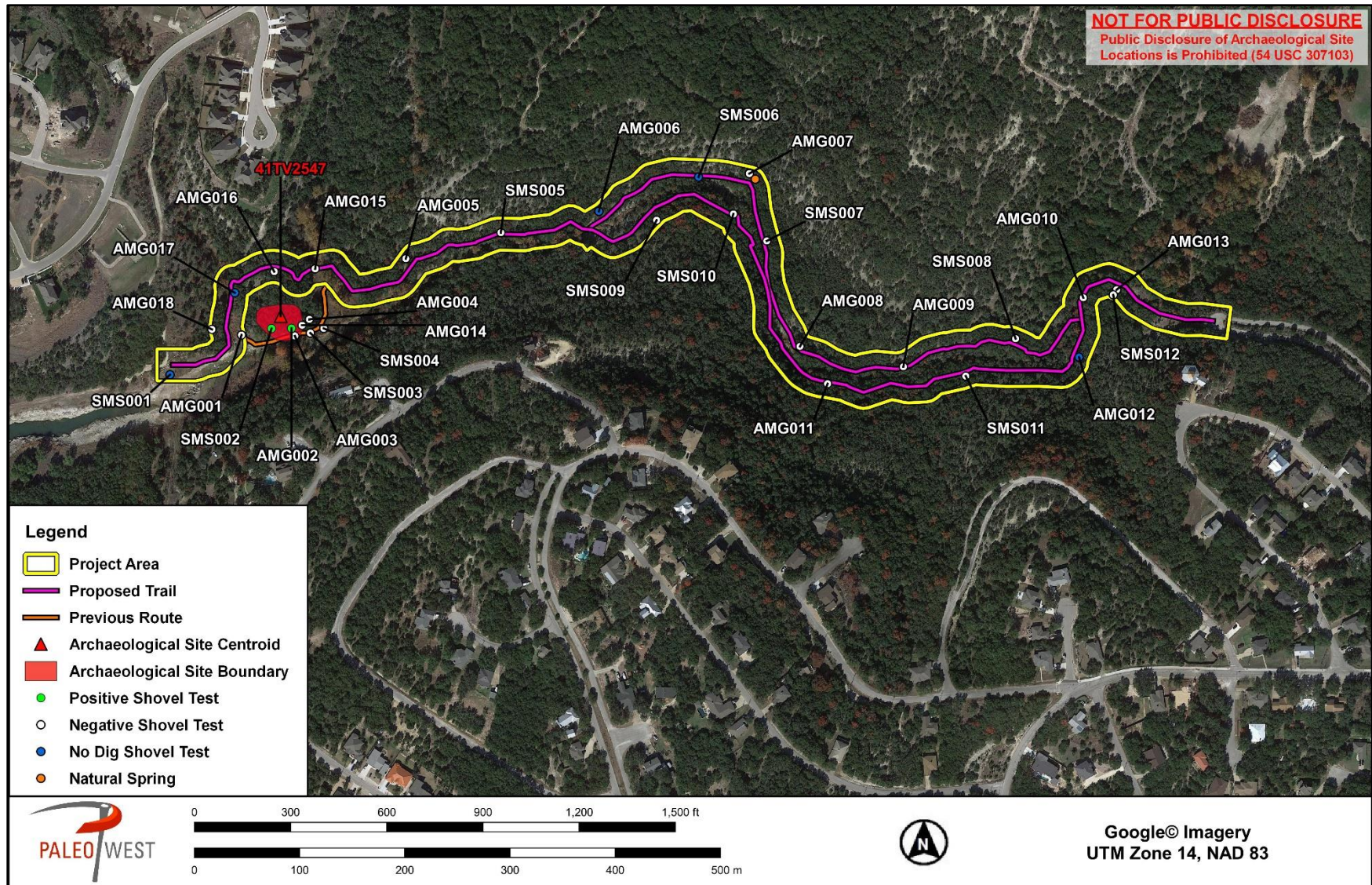


Figure 6-4. Map of survey results, including shovel test locations and site 41TV2547.



Figure 6-5. Shovel test SMS007 showing typical soil profile within the project area.

6.1 SITE 41TV2547

Site 41TV2547 was first recorded in 2018 as an open campsite with a burned rock midden situated on a low terrace overlooking Turnback Creek. The site measured approximately 40 m east to west by 25 m north to south. Artifacts observed on the surface included a granite mano, a lithic core, lithic flakes, mussel and rabdotus shell, and fire-cracked limestone rocks. At least five potholes were noted at the time, which were interpreted as evidence of looting. The original site form does not indicate whether shovel tests were excavated at the site, though the depth of deposits was estimated to be 40-50 cm below surface based on pothole depth. It was estimated that approximately 70 percent of the site was still intact. The recorder noted that while the site's research value may be low, it was recommended eligible as a SAL based on evidence of looting (THC 2021).

The southern edge of the original site boundary overlapped the 30-m-wide survey area along the originally proposed trail route (Figure 6-6). This portion of the proposed trail ran along the southern edge of a low terrace covered with ash juniper and oak forest with dense underbrush (Figure 6-7). To better define site boundaries within the original project area, PaleoWest archaeologists thoroughly inspected the ground surface within the original project area and excavated two shovel tests on the site's previously recorded southern boundary. Both shovel tests (SMS002 and AMG002) were positive, containing chert flakes from 0-10 cm below surface (Figure 6-8). No additional delineating shovel tests were excavated around SMS002 because it was bounded by steep slope to the south and west and the original project boundary to the north (Figure 6-9). Only one shovel test was excavated south of AMG002 because the creek formed a natural site boundary (Figure 6-10).

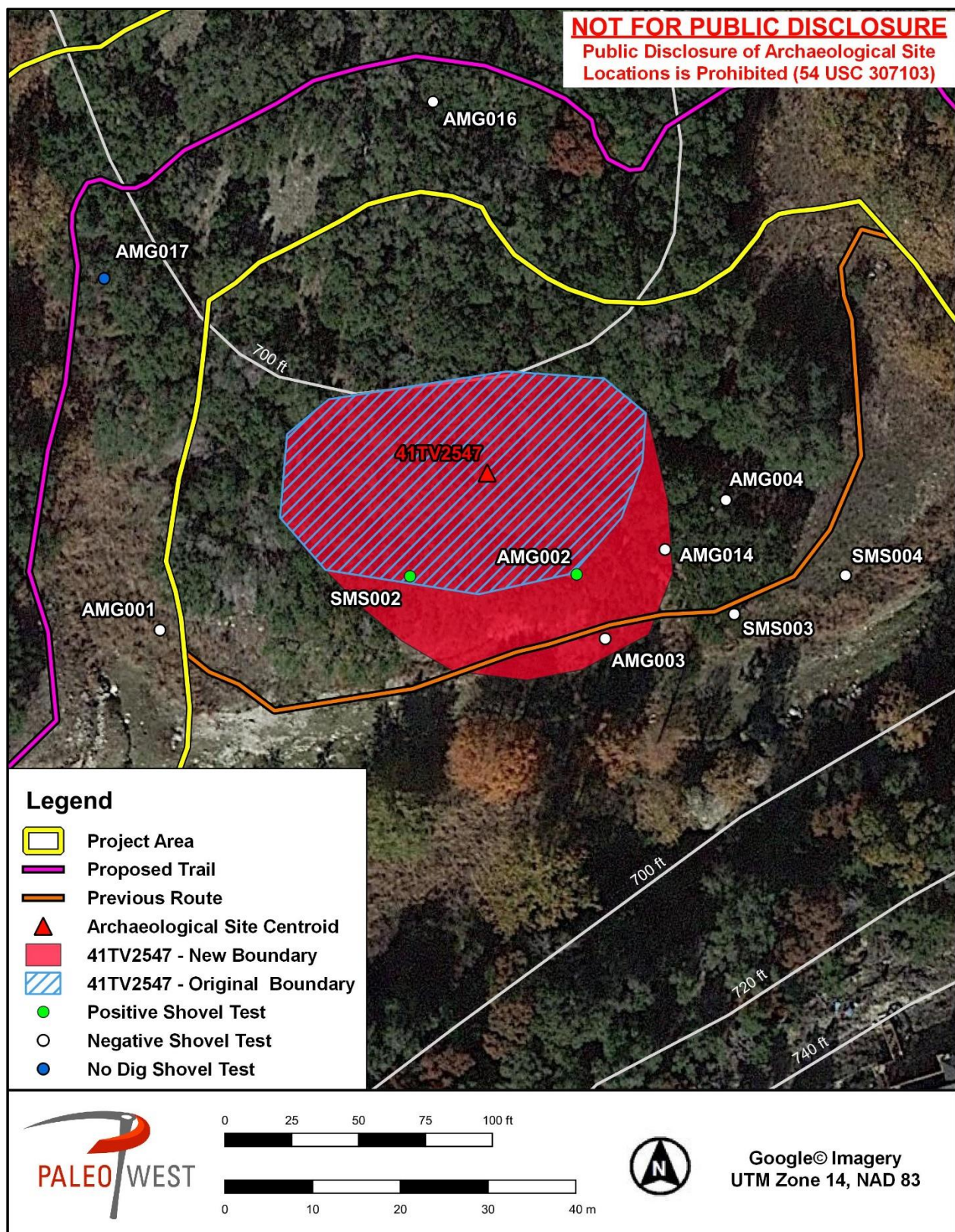


Figure 6-6. Map of site 41TV2547.



Figure 6-7. Site overview from shovel test AMG004, facing southwest.

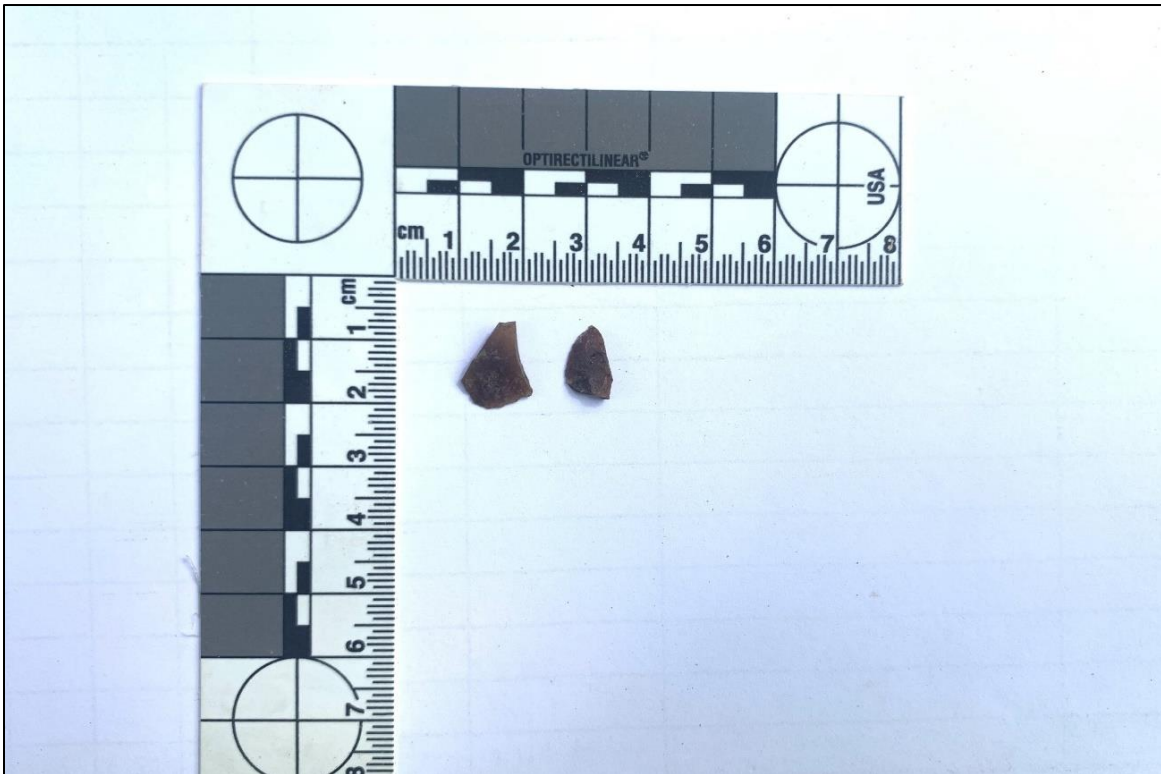


Figure 6-8. Chert flakes found in shovel test SMS002.



Figure 6-9. Slope south and west of shovel test SMS002, facing west.



Figure 6-10. Turnback Creek from shovel test SMS002, facing south.

Additional shovel tests were excavated east and south of AMG002 and all proved negative. Despite negative shovel tests, burned rock was visible on the ground surface south of AMG002 and adjacent to SMS002. These artifacts have likely eroded downslope from the northern part of the site. Based on these results, the site boundary was extended to the south and east to encompass areas where surficial burned and fire-cracked rocks were observed. The new site boundary for 41TV2547 measures 34 m north to south by 43 m east to west and 0.3 acres in area.

While thorough investigation of site 41TV2547 beyond the project area was outside the scope of this project, PaleoWest archaeologists did conduct uncontrolled pedestrian survey of the northern part of the site to assess its condition. Extensive looting activity was evident in the form of numerous, interconnected potholes and trenches throughout the central portion of the site (Figure 6-11). Several back-dirt piles were also present, which mostly consisted of burned and fire-cracked rock. Additional observed artifacts included a metate, chert core, a chert biface, several chert flakes, and mussel and rabdotus shell (Figure 6-12). It appeared that most of these artifacts were not *in situ*. Based on these observations, PaleoWest estimates that approximately 30-50 percent of the site is still intact.

The presence of a short-handled shovel and recent alcoholic beverage cans around the site suggests that looting has taken place recently. PaleoWest archaeologists also observed a path that had been cut through the dense vegetation that led from the informal trail along the originally proposed trail route to the center of the site (Figure 6-13).



Figure 6-11. Potholes within the central portion of site 41TV2547, facing southeast.



Figure 6-12. Chert core found on the surface in the central portion of site 41TV2547.



Figure 6-13. Path cleared of vegetation leading from the existing informal trail to the center of site 41TV2547, facing northeast.

The portion of 41TV2547 that fell within the original project area is not recommended as a contributing element to the site's eligibility for the NRHP since it consists of shallowly buried or surficial artifacts that are not diagnostic and generally has little to no potential research value (Criterion D). As a prehistoric site of unknown age or cultural affiliation it also does not meet National Register eligibility criteria A-C. However, given the evidence of recent and ongoing looting of the site, PaleoWest recommends site 41TV2547 eligible as a SAL (TAC §26.10, part 5). PaleoWest anticipates that a trail in the originally proposed location would facilitate further looting that could adversely affect potentially significant portions of the site. In an effort to avoid these potential impacts, PaleoWest and the Turnback Canyon Trail Conservancy worked together to find a new route for the trail that avoids the site by approximately 30 m (100 feet). The Project will now completely avoid site 41TV2547.

CHAPTER 7. SUMMARY AND RECOMMENDATIONS

PaleoWest contracted with the Turnback Canyon Trail Conservancy to conduct an archaeological survey of the proposed Turnback Canyon Trail within the City of Lago Vista in Travis County, Texas. The proposed trail would be constructed on property owned by the City of Lago Vista, which is a political subdivision of the State of Texas. As such, the project must comply with the ACT. The project will be funded through a grant from TPWD. Since TPWD provided this grant from funds obtained from the FHWA, the Project must also comply with Section 106 of the NHPA. To comply with these statutes, an archaeological survey was required to determine whether the Project has the potential to impact archaeological sites listed on or eligible for listing on the NRHP or as a SAL.

The proposed Project originally consisted of 1.2 miles (1.93 km) of three-foot-wide (0.9-m-wide) trail construction. After surveying the originally planned 1.2-mile trail, PaleoWest surveyed a 0.1 mile (0.16 km) reroute that would allow the Project to avoid site 41TV2547. Although the trail will only measure three feet in width, PaleoWest surveyed an area 98.4 feet (30 meters) wide along the proposed trail alignment.

On March 10 and April 2, 2021, PaleoWest conducted an intensive archaeological survey of the project area to locate any archaeological resources that potentially would be impacted by the proposed Project. The survey conformed to the standards set forth by the CTA and adopted by the THC in 2020. Work was carried out under TAC Permit #30058.

As a result of the survey, PaleoWest excavated a total of 25 shovel tests throughout the project area. Five additional planned shovel test locations were not excavated because of steep slope and/or exposed bedrock. One previously recorded site, 41TV2547, was revisited within the original project area. This site was recorded in 2018 as a prehistoric open campsite of unknown age with a burned rock midden. The site was recommended eligible as a SAL due to evidence of looting. During current investigations, PaleoWest found that the site extended further to the south and southeast. PaleoWest and the Turnback Canyon Trail Conservancy worked together to find a reroute that avoids the site with an approximately 30-m (100-foot) buffer. No cultural materials were found along this reroute. Although the Project will now avoid the site, PaleoWest recommends site 41TV2547 eligible as a SAL based on evidence of continued looting. The portion of the site that fell within the original project area is not recommended as a contributing element to the site's NRHP eligibility. The site's NRHP eligibility beyond the original project area remains undetermined.

Based on the results of the investigations documented in this report, no significant cultural resources would be affected by the proposed Project. No further work is recommended in connection with the proposed Project. However, in the unlikely event that any cultural materials (including human remains or burial features) are inadvertently discovered at any point during construction, use, or ongoing maintenance of the project area, even in previously surveyed areas, all work at the location of the discovery should cease immediately, and the THC should be notified of the discovery.

CHAPTER 8. REFERENCES CITED

- Adovasio, J.M., J. Donahue, and R. Stuckenrath
1990 The Meadowcroft Rockshelter Chronology 1975-1990. *American Antiquity* 55:348-354.
- Allen, Louise C., Ernest A. Sharpe, and John R. Whitaker
2021 Newspapers. *The Handbook of Texas Online*.
<https://www.tshaonline.org/handbook/entries/newspapers>. Accessed April 21, 2021.
- Bousman, C. Britt
1998 Paleoenvironmental Change in Central Texas: The Palynological Evidence. *Plains Anthropologist* 43(164):201-219.
- Bousman, C. Britt, Barry W. Baker, and Anne C. Kerr
2004 Paleoindian Archeology in Texas. In *The Prehistory of Texas*, edited by Timothy K. Pertulla, pp. 15-97. Texas A&M University Press, College Station.
- Bryant, Vaughn M., Jr. and Richard G. Holloway
1985 A Late-Quaternary Paleoenvironmental Record of Texas: An Overview of the Pollen Evidence. In *Pollen Records of Late-Quaternary North American Sediments*, edited by Vaughn M. Bryant, Jr. and Richard G. Holloway, pp. 39-70. American Association of Stratigraphic Palynologists Foundation, Dallas, Texas.
- Collins, Michael B.
1995 Forty Years of Archeology in Central Texas. *Bulletin of the Texas Archeological Society* 66:361-400.

2003 Paleoindian Pavo Real. In Pavo Real (41BX52): *A Paleoindian and Archaic Camp and Workshop on the Balcones Escarpment, South-Central Texas*, edited by M.B. Collins, D.B. Hudler, and S.L. Black, pp. 83-190. Studies in Archaeology No. 41 and Texas Archeological Research Laboratory, The University of Texas at Austin, Archeological Studies Program, Report 50. Submitted to Environmental Affairs Division, Texas Department of Transportation, Austin.

2004 Archeology in Central Texas. In *The Prehistory of Texas*, edited by Timothy K. Pertulla, pp. 101-126. Texas A&M University Press, College Station.
- Dillihay, Tom D., C. Ramirez, M. Pino, M.B. Collins, J. Rossen, and J.D. Pino-Navarro
2008 Monte Verde: Seaweed, Food, Medicine, and the Peopling of South America. *Science* 320:784-786.
- Griffith, Glenn, Sandy Bryce, James Omernik, and Anne Rogers
2007 *Ecoregions of Texas*. Prepared for the Texas Commission on Environmental Quality.
http://ecologicalregions.info/htm/pubs/TXeco_Jan08_v8_Cmprsd.pdf, accessed April 21, 2021.

- Hughes, L. Patrick
 1999 New Deal Work Programs in Central Texas.
<https://www.austincc.edu/lpatrick/his2341/new.html>. Accessed April 21, 2021.
- Johnson, LeRoy and Glenn T. Goode
 1994 A New Try at Dating and Characterizing Holocene Climates, as well as Archeological Periods, on the Eastern Edwards Plateau. *Bulletin of the Texas Archeological Society* 65:1-54.
- Long, Christopher
 2021 Old Three Hundred. *The Handbook of Texas Online*.
<https://www.tshaonline.org/handbook/entries/old-three-hundred>. Accessed April 21, 2021.
- Meltzer, David J.
 2009 *First Peoples in a New World: Colonizing Ice Age America*. University of California Press, Berkely, California.
- Nationwide Environmental Title Research, LLC
 2021 Historic Aerials by NETRONLINE. <https://www.historicaerials.com/>. Accessed April 21, 2021.
- Perttula, Timothy K.
 2004 An Introduction to Texas Prehistoric Archeology. In *The Prehistory of Texas*, edited by Timothy K. Perttula, pp. 5-14. Texas A&M University Press, College Station.
- Prewitt, Elton R.
 1974 *Archeological Investigations at the Loeve-Fox Site, Williamson County, Texas*. Research Report 49. Texas Archeological Survey, University of Texas at Austin.
 1981 Cultural Chronology in Central Texas. *Bulletin of the Texas Archeological Society* 52:65-89.
- Ricklis, Robert A.
 1994 Toyah Components: Evidence for Occupation in the Project Area During the Latter Part of the Late Prehistoric Period. In *Archaic and Late Prehistoric Human Ecology in the Middle Onion Creek Valley, Hays County, Texas*, by Robert A. Ricklis and Michael B. Collins, pp. 207-316. Studies in Archeology, No. 19. Texas Archeological Research Laboratory, The University of Texas at Austin.
- Rodrigues, K., W.J. Rink, M.B. Collins, T.J. Williams, A. Keen-Zebert, and G.I. Lopez
 2016 OSL Ages of the Clovis, Late Paleoindian, and Archaic Components at Area 15 of the Gault Site, Central Texas, U.S.A. *Journal of Archaeological Science: Reports* 7:94-103.
- Seersholm, Frederik V., Daniel J. Werndly, Alicia Grealy, Taryn Johnson, Erin M. Keenan Early, Ernest L. Lundelius Jr., Barbara Winsborough, Grayal Earle Farr, Rickard Toomey, Anders J. Hansen, Beth Shapiro, Michael R. Waters, Gregory McDonald, Anna Linderholm, Thomas W.

Stafford J., and Michael Bunce

- 2020 Rapid Range Shifts and Megafaunal Extinctions Associated with Late Pleistocene Climate Change. *Nature Communications* DOI: <https://doi.org/10.1038/s41467-020-16502-3>, accessed April 21, 2021.

Smyrl, Vivian Elizabeth

- 2021a Travis County. *The Handbook of Texas Online*.
<https://www.tshaonline.org/handbook/entries/travis-county>. Accessed April 21, 2021.
- 2021b Manor, TX. *The Handbook of Texas Online*.
<https://www.tshaonline.org/handbook/entries/manor-tx>. Accessed April 21, 2021.
- 2021c Lago Vista, TX. *The Handbook of Texas Online*.
<https://www.tshaonline.org/handbook/entries/lago-vista-tx>. Accessed April 21, 2021.

Texas Historical Commission

- 2021 *Texas Archeological Sites Atlas*. Texas Historical Commission.
<https://atlas.thc.state.tx.us/>. Accessed April 21, 2021.

Texas Water Development Board (TWDB)

- 2021 Water for Texas 2021 State Water Plan.
<https://www.twdb.texas.gov/waterplanning/swp/2012/index.asp>, accessed April 21, 2021.

United States Department of Agriculture-Natural Resources Conservation Service (USDA-NRCS)

- 2021 Web Soil Survey. <https://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm>, accessed April 21, 2021.

United States Geological Survey (USGS)

- 2021 Pocket Texas Geology. <https://txpub.usgs.gov/txgeology/>, accessed April 21, 2021.

US Climate Data

- 2021 Climate Austin, Texas. <https://www.usclimatedata.com/climate/austin/texas/united-states/ustx2742>, accessed April 21, 2021.

Waters, Michael R., Joshua L. Keene, Steven L. Forman, Elton R. Prewitt, David L. Carlson, and James E. Wiederhold

- 2018 Pre-Clovis Projectile Points at the Debra L. Friedkin Site, Texas—Implications for the Late Pleistocene Peopling of the Americas. *Science Advances*: 4(10).
<https://advances.sciencemag.org/content/4/10/eaat4505>. Accessed April 21, 2021.

Waters, Michael R., Joshua L. Keene, Steven L. Forman, Elton R. Prewitt, David L. Carlson, and James E. Wiederhold

- 2018 Pre-Clovis Projectile Points at the Debra L. Friedkin Site, Texas—Implications for the Late Pleistocene Peopling of the Americas. *Science Advances*: 4(10).
<https://advances.sciencemag.org/content/4/10/eaat4505>. Accessed April 21, 2021.

Wong, Corrine I., Jay L. Banner, and MaryLynn Musgrove

2015 Holocene Climate Variability in Texas, USA: An Integration of Existing Paleoclimate Data and Modeling with a New, High-Resolution Speleothem Record. *Quaternary Science Reviews*. 127:155-173.

Williams, Thomas J., Michael B. Collins, Kathleen Rodrigues, William Jack Rink, Nancy Velchoff, Amanda Keen-Zebert, Anastasia Gilmer, Charles D. Frederick, Sergio J. Ayala, and Elton R. Prewitt

2018 Evidence of an Early Projectile Point Technology in North America at the Gault Site, Texas, USA. *Science Advances* 4(7).
<https://advances.sciencemag.org/content/4/7/eaar5954>, accessed April 21, 2021.

Appendix A. Shovel Test Log

Table A-1. Shovel Test Log

Shovel Test	Site	Positive/ Negative	Depth (cm)	Soil Description	Artifacts	Reason for Termination
AMG002	41TV2547	P	0-10	10YR 3/2 sandy loam	1 broken chert flake	
		N	10-20	10YR 3/2 sandy loam; 25% limestone		Degrading bedrock
AMG003	41TV2547	N	0-10	10YR 4/3 sandy loam		
		N	10-15	10YR 4/3 sandy loam with coarse sand 30%		
		N	15-25	10YR 4/2 sandy loam		
		N	25-35	10YR 4/2 sandy loam with gravel 50%		Dense gravel
AMG004	41TV2547	N	0-35	10YR 3/2 sandy loam		Degrading bedrock
AMG014	41TV2547	N	0-15	10YR 3/2 sandy clay loam		
		N	15-30	10YR 3/3 clay loam; gravels and cobbles 20%		Degrading bedrock
SMS002	41TV2547	P	0-20	10YR 3/2 gravelly clay loam	2 chert flakes 0-10 cmbs	Impenetrable gravels/cobbles
SMS003	41TV2547	N	0-25	10YR 3/2 gravelly clay loam		Degrading bedrock
SMS004	41TV2547	N	0-50	10YR 4/2 gravelly clay loam		
		N	50-60	10YR 4/2 gravelly clay loam with degrading bedrock		Degrading bedrock
AMG001		N	0-35	10YR 3/2 sandy loam		
		N	35-40	10YR 3/2 sandy loam; 15% limestone		Degrading bedrock
AMG005		N	0-25	10YR 4/3 loam		Degrading bedrock
AMG006		N/A	N/A	N/A	N/A	No dig- bedrock outcrop
AMG007		N	0-15	10YR 4/3 gravelly loam		Dense gravel
AMG008		N	0-15	10YR 3/2 loam; limestone cobbles 20%		Degrading bedrock
AMG009		N	0-30	10YR 4/3 gravelly loam		Dense gravel/cobbles
AMG010		N	0-35	10YR 3/3 silty loam		
		N	35-45	10YR 5/3 clay loam		Subsoil
AMG011		N	0-30	10YR 3/3 loam; gravel 10%		
		N	30-40	10YR 3/3 loam; gravel 20%		Dense gravel

Shovel Test	Site	Positive/ Negative	Depth (cm)	Soil Description	Artifacts	Reason for Termination
AMG012		N/A	N/A	N/A	N/A	No dig- rock at surface
AMG013		N	0-5	10YR 3/3 gravelly loam		Degrading bedrock
AMG015		N	0-60	10YR 3/2 loamy sand (coarse)		Degrading bedrock starting at 50 cm
AMG016		N	0-5	10YR 3/2 sandy loam		Degrading bedrock
AMG017		N/A	N/A	N/A	N/A	No dig- steep slope
AMG018		N	0-10	10YR 4/2 sandy loam; limestone gravel 25%		Dense gravel
SMS001		N/A	N/A	N/A	N/A	No dig- rock at surface
SMS005		N	0-20	10YR 3/2 gravelly clay loam		Degrading bedrock
SMS006		N/A	N/A	N/A	N/A	No dig- bedrock at surface
SMS007		N	0-30	10YR 4/2 gravelly clay loam		Degrading bedrock
SMS008		N	0-30	10YR 3/2 gravelly clay loam		Degrading bedrock
SMS009		N	0-25	10YR 3/2 gravelly clay loam		Impenetrable cobbles
SMS010		N	0-20	10YR 3/2 gravelly clay loam		Impenetrable cobbles
SMS011		N	0-35	10YR 4/2 gravelly clay loam		Dense gravel; CaCO ₃
SMS012		N	0-25	10YR 4/2 gravelly clay loam		
		N	25-30	N/A		Degrading bedrock

This page intentionally left blank.



For General Inquiries:

T: 886.563.2536

T: 602.254.6280

info@paleowest.com

Phoenix, Arizona

T: 602.261.7253

319 East Palm Lane

Phoenix, AZ 85004

info@paleowest.com



TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Turnback Canyon Trail Archaeological Survey
County (ies) Travis
USGS Quadrangle Name and Number Mansfield Dam (3097-233) 7.5" Quadrangle
UTM Coordinates Zone 14 E 597063 N 3372819
Location The project is located approximately 0.32 miles northwest of the intersection of Bar K Ranch Road and Foothills Cove. It extends west from Foothills Cove to roughly follow a stream off Lake Travis.
Federal Involvement ☐ Yes ☐ No
Name of Federal Agency _____
Agency Representative _____

II. OWNER (OR CONTROLLING AGENCY)

Owner City of Lago Vista
Representative Joshua Ray, City Manager
Address 5803 Thunderbird Drive
City/State/Zip Lago Vista, TX 78645
Telephone (include area code) 512.267.1155 ext.100 Email Address jray@lago-vista.org

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor Turnback Canyon Trail Conservancy
Representative _____
Address _____
City/State/Zip _____
Telephone (include area code) _____ Email Address _____

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name _____
Affiliation _____
Address _____
City/State/Zip _____
Telephone (include area code) _____ Email Address _____

(OVER)
ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork 10/19/2020
Requested Permit Duration 4 Years 0 Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) Please see attached scope of work.

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility PaleoWest, Austin
Permanent Curatorial Facility Texas Archeological Research Laboratory, University of Texas Austin

IV. LAND OWNER'S CERTIFICATION

I, Joshua Ray, as legal representative of the Land Owner,
City of Lago Vista, do certify that I have reviewed the
plans and research design, and that no investigations will be performed prior to the issuance of a permit by the
Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator
are responsible for completing the terms of the permit.
Signature [Signature] Date 12/2/2020

V. SPONSOR'S CERTIFICATION

I, _____, as legal representative of the
Sponsor, _____, do certify that I have review the
plans and research design, and that no investigations will be performed prior to the issuance of a permit by the
Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator
are responsible for completing the terms of this permit.
Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

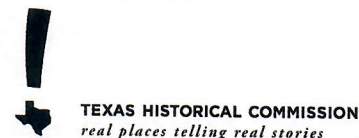
I, _____, as Principal Investigator
employed by _____ (Investigative Firm), do
certify that I will execute this project according to the submitted plans and research design, and will not conduct
any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that
the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for
completing the terms of this permit.
Signature _____ Date _____

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries,
and any additional pertinent information. Curriculum vita must be on file with the Archeology Division.

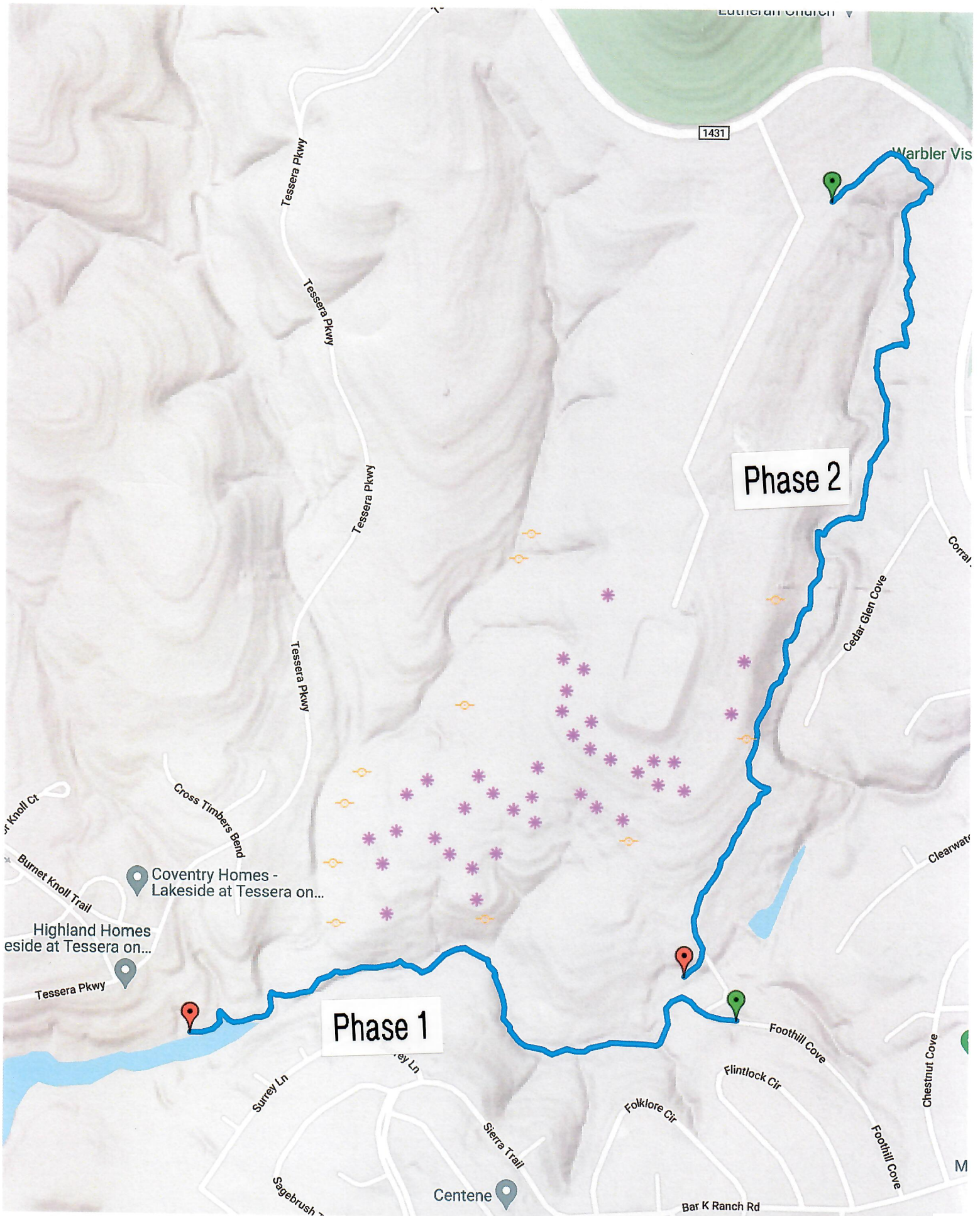
FOR OFFICIAL USE ONLY

Reviewer _____ Date Permit Issues _____
Permit Number _____ Permit Expiration Date _____
Type of Permit _____ Date Received for Data Entry _____

Texas Historical Commission
Archeology Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512-463-6096
thc.texas.gov



thc.texas.gov



RESOLUTION No. 20-1859

Turnback Canyon Trail Conservancy Trail Construction

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, DEDICATING THE FOLLOWING PLATS OWNED BY THE CITY OF LAGO VISTA FOR TRAIL DEVELOPMENT AND SUSTAINMENT FOR PERPETUITY, AS REQUIRED BY THE TEXAS PARKS AND WILDLIFE DEPARTMENT; APPROVING THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER AND MAYOR; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION WILL AFFECT THE FOLLOWING PLATS OF LAND - ABS 2541 SUR 97 FAUBION F F ABS 2291 SUR 201 T & M C R R CO ACR 313.860, ABS 2540 SUR 92 FAUBION F F ACR 9.494 (TRT B10-9-8.1), ABS 286 SUR 95 FEHRANKAMP C D ACR 9.378 ALSO KNOWN AS THE CEDAR BREAKS AREA, AND LOT 10016 BAR K RANCHES PLAT 10.

WHEREAS, the Lago Vista City Council desires to provide a quality trail network for the residents of Lago vista and surrounding communities; and

WHEREAS, the Turnback Canyon Trail Conservancy has obtained a grant from the Texas Parks and Wildlife Department for the development of an interconnecting trail network and desires to comply with all of the requirements set forth in the grant.

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

SECTION 1. In order to fulfill the requirements of the Texas Parks and Wildlife Department's grant to the Turnback Canyon Trail Conservancy, the City Council of Lago Vista, Texas hereby designates 332 acres of land in the Lago Vista for public access trail development on routes indicated in the attached trail map plan.

SECTION 2. The Mayor of the City of Lago Vista, along with the City Manager, are hereby authorized to execute the appropriate documents approving the terms and conditions of the agreement with the Texas Parks and Wildlife Department.

SECTION 3. Any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 4. Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 5. This Resolution shall take effect immediately from and after its passage and it is so duly resolved.

DULY PASSED AND ADOPTED by the City Council of the City of Lago Vista, Texas, on this the 19th day of November 2020.



Ed Tidwell

Ed Tidwell, Mayor Lago Vista City Council

ATTEST:

Sandra Barton

Sandra Barton, Lago Vista City Secretary

APPROVED AS TO FORM:

Erin Selvera

Erin Selvera, City Attorney



ARCHEOLOGICAL SURVEY FOR THE CITY OF LAGO VISTA – 1.3-MILE TRAIL TRAVIS COUNTY, TEXAS

PROJECT DESCRIPTION

The City of Lago Vista, Texas has requested that AmaTerra, Environmental Research Group Texas Services (AmaTerra) provide a scope and fee estimate to conduct archeological survey and reporting for the City's proposed 1.3-mile-long trail development in Lago Vista, Travis, County, Texas. The City intends to maintain the natural settings as much as possible, with minimal excavation or impacts.

The project will be located on lands/easements owned/managed by the City of Lago Vista, which is a political subdivision of the state. As such, the Antiquities Code of Texas ([ACT]; Texas Natural Resources Code, Title 9, Chapter 191) and its associated regulations (13 TAC 26) will apply to the project. There is no Federal involvement that would call for compliance with Section 106 of the National Historic Preservation Act (Section 106).

Archaeological Permitting, Survey, and Reporting

Prior to archaeological survey, ERG will apply for an Antiquities Permit and coordinate accordingly with the THC. Following THC approval, ERG will conduct a 100 percent pedestrian survey of the project area, supplemented with shovel testing, in accordance with the published minimum survey standards for Texas (CTA 2020). Tests will be approximately 30-cm in diameter and will be dug to 80-cm below the surface or to bedrock or pre-cultural deposits, whichever is encountered first. All excavated soil will be screened through ¼-inch mesh and any artifacts observed will be recorded in the field and then reburied. Additional tests will be excavated at the locations of archaeological sites, if any, within the bounds of the project.

Following completion of field survey, ERG will complete a draft professional report for the project summarizing the results of the investigations, describing, and evaluating any archaeological sites, mapping their locations, and making explicit management recommendations. The draft survey report will be submitted to the client for review and, upon acceptance, will be submitted to the THC for review. By statute, review of the draft survey report can take up to 30 days. Upon regulatory review and presumed concurrence, ERG will print the final report and complete other administrative tasks tied to the issued antiquities permit. The report and all accompanying field documentation will be curated at a State approved facility.

ASSUMPTIONS AND CONDITIONS

The following is a list of assumptions on which the project costs are based. Any work not discussed in the tasks above may be considered outside of this scope and may require a supplemental agreement or fee adjustment. The scope and fee estimate are valid for 9 months after this document's date.

1. AmaTerra assumes the overall project is at least 1.3 miles long and within a 100-ft-wide easement.
2. A legal description of the project area, including boundary lines and plans, as well as identification of the physical boundaries of the location to be examined will be provided by the client.
3. AmaTerra assumes one round of comments for each document. Further rounds of edits for reasons beyond are deemed to be out of scope and a supplemental to a fee increase.
4. AmaTerra assumes one round of project design changes not to significantly exceed the proposed length of the added alignment.
5. Rights of entry to private properties would be obtained by the client or others prior to field investigations, should it be required.
6. AmaTerra assumes one field mobilization to conduct the survey(s). Repeated field visits caused by partial right of entry may be considered supplemental to the currently proposed scope.
7. AmaTerra assumes that backhoe trenching will not be required as part of this survey.
8. This scope and cost estimate does not include NRHP/SAL eligibility testing, mitigation, or data recovery.

COMPENSATION

AmaTerra proposes a total project budget, not to exceed **\$13,888.25** for archaeological survey and reporting. AmaTerra will bill monthly on a lump sum fee, based on percentage of project complete, up to a maximum amount as detailed on the cost breakdown provided in the attached spreadsheet.

Archeological Survey for the City of Lago Vista - 1.3-mile Trail

	Archeological Survey					Total	Rate	Total cost
	Management	Antiquities Permit Application	Prefield and Field Work	Draft Report	Final and Curation			
Principal	2					2	\$289.00	\$ 578.00
Program Director	6					6	\$172.00	\$ 1,032.00
Archeologist VI/ Sr. Principal Investigator		2	2	2	2	8	\$136.00	\$ 1,088.00
Archeologist IV/Project Arch./Lab Director		8	10	20	8	46	\$99.00	\$ 4,554.00
Archeologist II/Crew Chief				4	4	8	\$85.00	\$ 680.00
Archeologist I/Field Tech			10			10	\$69.00	\$ 690.00
GIS Specialist		2	2	2	2	8	\$131.00	\$ 1,048.00
GIS Technician/Illustrator/Drafter		6	2	8	4	20	\$83.00	\$ 1,660.00
Admin./Accounting	6					6	\$126.00	\$ 756.00
Editor/Document Production Spvr			1	4	1	6	\$81.00	\$ 486.00
Clerical		1	1	1	1	4	\$75.00	\$ 300.00
Total	14	19	28	41	22	124		
Subtotal								\$ 12,872.00
meals			2			2	\$ 44.25	\$ 88.50
Mileage			125			125	\$ 0.670	\$ 83.75
TARL site registration				2		2	\$ 110.00	\$ 220.00
Curation-CAS					2	2	\$ 262.00	\$ 524.00
Copies, B&W	50	50	50	50	50	250	\$ 0.10	\$ 25.00
Copies, color	20	20	20	20	20	100	\$ 0.75	\$ 75.00
	\$ 20.00	\$ 20.00	\$ 192.25	\$ 240.00	\$ 544.00			
Subtotal	\$ 20.00	\$			996.25			\$ 1,016.25
TOTAL	\$ 20.00	\$			996.25			\$ 13,888.25



May 29, 2024

Carl Dieckmann
Turnback Canyon Trail Conservancy

RE: Archaeological Survey for Proposed 2-mile Section of Turnback Canyon Trail

Dear Carl,

Chronicle Heritage (formerly PaleoWest) is pleased to submit a scope of work and cost estimate to provide cultural resources services to comply with the Antiquities Code of Texas and Section 106 of the National Register of Historic Places for new trail construction within the city of Lago Vista, Travis County, Texas. The proposed trail will be 2 miles long and 3 feet wide with unknown vertical depth. The proposed trail project is in the preliminary stages and is estimated to be 2 miles long and 3 feet wide with unknown vertical depth.

The proposed trail would be constructed on property owned by the City of Lago Vista, a political subdivision of the State of Texas. As such, the project must comply with the Antiquities Code of Texas. The project will be funded through a grant from the Texas Parks and Wildlife Department (TPWD). Since TPWD provided this grant from funds obtained from the Federal Highway Administration (FHWA), the project must also comply with Section 106 of the National Historic Preservation Act. Under a Programmatic Agreement between FHWA, the Texas Department of Transportation (TxDOT), the Texas Historical Commission (THC), and the Advisory Council on Historic Preservation, TxDOT will serve as the lead agency for the Section 106 review process.

SCOPE

Chronicle Heritage proposed scope of work includes costs for TxDOT coordination, obtaining a Texas Antiquities Permit, archaeological pedestrian survey supplemented by shovel testing, reporting, and curation. The work will be completed to Council of Texas Archeologists standards, as adopted by the Texas Historical Commission (THC) as well as to TxDOT archaeological survey standards. Reporting format will conform to TxDOT's Template for Archeological Survey Report.

RESEARCH AND PERMIT

Chronicle Heritage archaeologists will conduct background research prior to field investigations, as required by the CTA standards. The search will include the Texas Archeological Sites Atlas Database and will identify previously documented cultural resources, National Register of Historic Places (NRHP) Properties, and previously conducted archaeological surveys within a one-mile radius of the project area. General Land Office (GLO) records and archival documents such as USGS quadrangle map and aerial photographs will also be consulted to evaluate the possible presence and location of historic features on the landscape. The results of the file search/desktop review will be incorporated into the research design. Prior to initiating fieldwork, the Principal Investigator will prepare a research design to submit to TxDOT for review and comment. Once Chronicle Heritage has addressed comments and returned the permit application to TxDOT, TxDOT will coordinate with the THC to obtain the Antiquities Permit. The research design will detail the project approach and proposed methods based on the literature review.

ARCHAEOLOGICAL FIELDWORK

Chronicle Heritage archaeologists will undertake an intensive archaeological survey of the approximately 2-mile linear project area. Archaeologists will perform a 100% pedestrian survey (one transect) supplemented by shovel testing in areas where soils are conducive to shovel testing and may have a potential to contain buried cultural deposits, no less than 100 meters apart. Archaeologists will examine the entire ground surface along a single transect and any erosional exposures for cultural resources. Shovel tests will be approximately 30 centimeters (1 ft) in diameter and will be excavated to a maximum of 80 centimeters (2.6 ft) below the ground surface. Shovel testing will follow the Council of Texas Archeologists' survey guidelines; however, shovel testing may be precluded by soil conditions, natural features, or disturbances. Soils will be screened through ¼" hardware mesh unless they are dominated by clay. Clay soils will be finely divided, and hand sorted. Shovel tests will be visually described, mapped using a handheld global positioning system (GPS) receiver, and backfilled upon completion. Based on a preliminary review of the Potential Archaeological Liability Maps (PALM maps (TxDOT)), the area has high potential of shallowly buried archaeological sites, and moderate potential for deep. However, based on the scope of the previous project, the expected depth of disturbance is 1 foot (12 inches). Based on the maximum depth of disturbance, it does not appear that deep exploration will be required (such as backhoe trenching).

If archaeological sites exist within the project area archaeologists will record the work on TexSite forms in the field. TexSite forms will be submitted to the Texas Archeological Research Laboratory (TARL) to obtain trinomials for newly recorded sites. Diagnostic artifacts will be collected and brought back to the Chronicle Heritage laboratory for cleaning and analysis. A representative sample of non-diagnostic artifacts observed during the survey will be photographed and documented in the field but will not be collected.

REPORTING

Following the completion of fieldwork and analysis, Chronicle Heritage will prepare a draft report of findings for submission to TxDOT. This report will follow TxDOT's template for Archeological Survey Reports and will provide maps showing the location of any recorded or revisited sites and isolated finds. TxDOT will review and provide comments on the report, and after comments are addressed, will submit the report to THC for approval. Once the report has been approved, Chronicle Heritage will produce the required number of reports and provide them to the appropriate agencies.

CURATION

All paperwork and collected artifacts will be transported to Chronicle Heritage's office in Austin when fieldwork is complete in order to prepare it for curation as required by the Antiquities Permit. Chronicle Heritage will curate paperwork and artifacts to the Center for Archaeological Studies at Texas State University upon TxDOT and THC acceptance of the draft report.

COST ESTIMATE

TABLE HEADING STYLE	COST	TIME
Background and Permit	\$1,610	4-6 weeks including 30 days for TXDOT/SHPO reviews

Fieldwork	\$7,147	1 week
Report	\$4,275	6 weeks
Close out-Curate	\$1,125	2 weeks
TOTAL	\$14,157	11-15 WEEKS

♦ Client will provide shapefiles of the project area and expected maximum depth of projects ground disturbing activities.

♦ Archaeologists will excavate a maximum of 32 base shovel tests.

♦ Shovel tests will extend to a maximum depth of 80 cm below the current ground surface where subsoil, bedrock, or disturbance is not encountered before this depth.

♦ Assumes 1 new site will be recorded, with up to 12 delineation STPs.

♦ In person Archival research will not be required.

♦ Only diagnostic artifacts will be collected.

♦ Backhoe trenching will not be required.

♦ Assumes up to 5 artifacts will be collected.

♦ If necessary, archaeological testing and/or data recovery would be covered under a supplemental scope and budget.

♦ No human remains or burials will be encountered

If you have any questions concerning this proposal, please do not hesitate to contact me at jdensmore@chronicleheritage.com or (940) 783-5552. We sincerely thank you for this opportunity.

Sincerely,

CHRONICLE HERITAGE

Julie Densmore

Julie Densmore, M.S., RPA | Senior Archaeologist



S & S Trail Services, L.L.C.
 512 Eberhart Lane #1303
 Austin, TX 78745
 May 20th, 2024

Estimate

Estimate# Lago116

S&S Trail Services is submitting an Estimate for trail construction in Lago Vista on public property. There are two sections of trail to be constructed.

Phase 1 is the Lower Turnback Canyon Trail. This trail is approximately 1.1 miles long on one side of the creek. There is about a half mile option that can provide a loop but has some significant slopes to deal with.

Trail Construction	1.1 miles @ \$4.00 per linear foot	\$23,232..00
Small bridge near the ledge		\$2,000.00
Bridge across rock area near water pools		\$2,000.00
High Water Access Bridge		\$5,000.00
Optional section Bridge		\$3,000.00
Total for Turnback Canyon		\$35,232.00

Phase 2 is the Vista Trail area. This is an approximately 2 mile long trail segment that is in a very narrow corridor. There are a number of bridges to be built along the trail.

Vista Trail Estimate

Trail construction	2 miles @ \$4.25 per linear foot	\$44,880.00
1 bridge below a large rock shelf		\$2,500.00
bridge over pipe		\$6,000.00
Bar K ranch road bridge		\$2,500.00
Cedar stairs at end		\$6,000.00
Total		\$61,880.00

Thank you for your interest in our work!

\



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	June 6, 2024
SUBMITTED BY:	Tracie Hlavinka, City Manager
SUBJECT:	Discussion, consideration, and possible action regarding a review of the Interim Growth Policy.
BACKGROUND:	In May of 2023, the City Council passed a Resolution to establish an Interim Growth Management Policy. This policy was developed to assist with the significant growth and management challenges that Lago Vista has experienced over the past several years. The inordinate number of dormant zoning approvals prompted the need for a structured approach to address infrastructure needs, traffic safety, and updates to the comprehensive plan. This policy serves as a crucial tool to provide guidance on managing the city's rapid development effectively.
FINDINGS:	During the February 2024 strategic planning meeting, the Council discussed the need to review the Interim Growth Management Policy in response to concerns and feedback from developers and residents. The Council instructed staff to present the policy for review in June, allowing the public an opportunity to comment on how the policy can be enhanced. This review aims to ensure that the policy effectively addresses the city's growth challenges while incorporating input from the community.
FINANCIAL IMPACT:	There is no financial impact.
ATTACHMENTS:	Interim Growth Management Policy (PDF).pdf

CITY OF LAGO VISTA, TEXAS

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.**

WHEREAS, the City Council of the City of Lago Vista, Texas (the “City”) desires to develop a viable, sustainable, and prosperous community that includes expanding economic opportunities, convenient access to needed retail services, and a variety of quality and affordable housing options; and

WHEREAS, significant growth and management of that significant growth was not a concern during the development of the current comprehensive plan that was completed in 2016, and adopted by Ordinance No. 16-05-05-02, as amended; and

WHEREAS, shortly after the current comprehensive plan was adopted, the City of Lago Vista, Texas began to experience unprecedented growth that continues despite the relative economic uncertainty of the last several years; and

WHEREAS, there are an inordinate number of current zoning approvals within the municipal limits that have remained dormant and undeveloped for many years, in some cases decades; and

WHEREAS, unrestrained growth results in disorder and strains existing municipal resources and jeopardizes the City’s ability to provide adequate services consistent with current best practices; and

WHEREAS, current and prospective owners of undeveloped or underdeveloped property within the jurisdiction, including those with dormant approvals, frequently propose significant development; and

WHEREAS, in response to this potential strain to existing municipal resources the City of Lago Vista has recently commissioned municipal water and wastewater service master plans in addition to a citywide traffic safety analysis and an updated comprehensive plan with an integrated growth management policy and strategy; and

WHEREAS, until completion of the updates to the comprehensive plan, the City desires to provide guidance on how these issues will be addressed in light of each specific development proposal.

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

SECTION 1. pending completion of the update to the current comprehensive plan and the various studies to inform that update, the City Council shall consider the policy and strategy described in

the attached **Exhibit "A"** when considering development approvals of significant size and effect; and

SECTION 2. the City Council shall evaluate dormant approvals in light of the potential effects on infrastructure or other municipal resources and address potential negative effects in a legally authorized manner when appropriate; and

SECTION 3. Approvals of a significant size and impact should be considered in a consistent manner to manage growth and maintain the viability of municipal resources;

AND, IT IS SO RESOLVED.

PASSED AND APPROVED this 4th day of May, 2023.

Ed Tidwell

Ed Tidwell, Mayor

ATTEST:

Lucy Aldrich

Lucy Aldrich, City Secretary



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

EXHIBIT “A”

INTERIM GROWTH MANAGEMENT POLICY

1. For the use by the Lago Vista City Council, the Development Services Department staff will generate and maintain a list of approved zoning changes, including Planned Development Districts that have not resulted in a sustained effort toward a recorded final subdivision plat consistent with that approval for more than two years since adoption of the relevant ordinance or any subsequent amendment or since the last review.
2. City Council, in consultation with the Planning and Zoning Commission and City Attorney as appropriate, will instruct the City Manager to propose a zoning change under the authority of Section 13.20(a) of Chapter 14 of the Lago Vista Code of Ordinances for any property on that list of dormant approvals, along with any associated required amendments to the comprehensive plan that is consistent with the current development pattern and compatible with the existing adjacent land uses and recommendations within the comprehensive plan. Going forward, Council shall consider requiring that planned development districts (“PDDs”) and zoning changes be brought before City Council on a regular basis to consider the continuation or termination of such changes.
3. Pending the completed update to the comprehensive plan, when considering a development that proposes ten or more building sites or involves ten or more acres of land, the Lago Vista City Council and City staff may consider the issues below, as applicable, including but not limited to consideration in connection with a development agreement:
 - a. **Land Use Compatibility** – All PDD and zoning change applications shall be compatible with the development standards and lot sizes of adjacent properties.
 - b. **Unbuildable Land** – Applications should include an engineered concept plan signed and sealed by a registered Professional Engineer in the State of Texas clearly showing lot layout, proposed utility layout, and land that is set aside within the proposed development, for rights of way, drainage easements, stormwater facilities, FEMA flood plain, protected trees, unbuildable terrain, or is otherwise not able to be developed.
 - c. **Environmental Impact Report** – Because City Council may consider environmental implications of the proposed development, applications should include a report identifying the number of protected trees, protected animal species and their habitats, amount of estimated cut and fill, and estimated noise pollution caused by construction with a map showing the maximum decibel level at each adjacent property boundary.
 - d. **Pre-Application Neighborhood Meeting** – Because City Council may consider the concerns of nearby residents, applications should include proof that a reasonable effort was made by the applicant to advertise for and hold a neighborhood meeting at an adequately sized facility open and accessible to the

general public. When applicants conduct pre-application neighborhood meetings, the applicants need to record the meetings and keep the recording on file.

- e. **Fiscal Analysis** – Because City Council may consider the fiscal impact of a proposed development to the City, applications should include a fiscal analysis of all projected Sales and Property Tax Revenue generated each year until full build-out is accomplished.
- f. **Public Facilities for Development.** Council may consider the following public facility requirements for development:
 - **Wastewater.**
 - City Council may consider the following potential demands on the City's wastewater system: (i) demands on the system generated or projected to be generated by existing connections; (ii) buildings under construction that will be connected to the system; (iii) all other committed allocations; (iv) unexpired development agreements; (v) unexpired preliminary plans; and (vi) properties that are anticipated to connect to the system on completion of a capital project then under construction or for which funding has been authorized, right-of-way acquisition completed, and construction plans completed.
 - In consideration of one or more of the listed demands, the City Council may consider the adequacy of the following components of the wastewater system: (i) collector systems to serve the proposed development are designed to accommodate expected ultimate peak gravity flows from the proposed development and other developable land within the drainage area; and (ii) interceptors to serve the proposed development have sufficient available capacity to accommodate expected peak gravity flows from the proposed development and other developable land within the drainage area; and (iii) pumping stations and force mains receiving flows from the collector system in the drainage/service area have sufficient available capacity to accommodate ultimate peak flows from the proposed development and other developable land within the drainage area; and (iv) pumping stations and force mains receiving flows from interceptors to serve the proposed development have sufficient available capacity to accommodate expected peak flow from the proposed development and other developable land within the drainage area; (v) treatment plant(s) have sufficient available capacity to accommodate expected annual average and maximum daily loadings from the proposed development and other developable land within the drainage area; and (vi) the determination of whether a collector system, interceptor, treatment

plant, pumping station or force main described in this section has sufficient available capacity shall be made after deducting from existing capacity any portion of that capacity that was created by the City or previous development in the service area over the previous 10 years.

- City Council may consider conditional approvals and grandfathering when appropriate and in accordance with state law.

▪ **Water.**

- The following current and anticipated demands on the water system shall be evaluated to determine adequacy of the system: (i) demands on the system generated or projected to be generated by existing connections; (ii) buildings under construction that will be connected to the system; (iii) all committed allocations evidenced by payment of area charges and connection fees; (iv) all unexpired Development Agreements; (v) all unexpired preliminary plats; and (vi) Properties that are anticipated to connect to the system on completion of a capital project then under construction or for which funding has been authorized, right-of-way acquisition completed, and construction plans completed.
- Taking into consideration proposed demands on the system identified above, the following components of the water system must be determined to be adequate: (i) the water distribution system is capable of providing the required pressures and flows during the maximum day demand and the minimum required pressures for fire flows, resulting from the proposed development and other developable land within the drainage area, as established in the City's water and sewer design guidelines; and (ii) Booster stations and/or transmission mains in the service area have sufficient available capacity to provide maximum day demand and minimum required pressure for fire flow to the proposed development and other developable land within the drainage area; and (iii) Storage tanks in the service area have sufficient available capacity to provide peak hour demand in addition to fire flow to the proposed development and other developable land within the drainage area; and (iv) Source and treatment facilities in the service area have sufficient available capacity to provide maximum day demand to the proposed development and other developable land within the drainage area; the determination of whether a distribution system, booster station and/or transmission main, storage tank, or source and treatment facility described in this section has sufficient available

capacity shall be made after deducting from existing capacity any portion of that capacity that was created by the City or previous development in the service area over the previous 10 years. If the water system serving the proposed development is found to be inadequate, then preliminary subdivision plats exceeding five lots, site plans for multifamily residential developments exceeding five dwelling units, and extensions of previously approved preliminary subdivision plats and site plans might not be approved.

- City Council may consider conditional approvals and grandfathering when appropriate and in accordance with state law.
- **Roads.** City Council may consider the following when determining whether road intersections are adequate for residential preliminary subdivision plans, site plans for development, planned development district concept plans, and subdivision concept plans.
 - Traffic impact analysis.
 - The developer of any project projected to generate either 25 new peak hour trips per day or 200 total trips per day using the latest version of the Institute of Transportation Engineers (ITE) Trip Generation Manual may be asked to submit a traffic impact analysis (TIA) to determine the level of service (LOS) of road intersections within the study area. If a development will generate fewer than 25 new peak-hour trips per day or 200 total trips per day, or if the LOS of an affected intersection is graded "E" or "F," the City may request a TIA. The study area shall be determined by City staff, who may consider the following when determining the parameters of the study area and the requirements and sufficiency of the TIA:
 - Study area. The typical study area for a TIA consists of a minimum area encompassed by a radius of 1/4 mile from the site to be developed, and includes collector or higher-functioning classification road intersections from all approaches to the site as specified in the current edition of the City of Lago Vista's Comprehensive Plan. This area may include intersections which are subject to the jurisdiction of the TxDOT or Travis County. Coordination with these government agencies may be required.

- If the one-fourth-mile radius does not include a collector or higher-functioning classification road intersection, the City may require the inclusion of the nearest collector or higher functioning classification road intersection as part of the study area.
- Trip generation best practices for project TIAs.
 - Existing traffic counts should be conducted within a twelve-month period of the submittal date of the TIA. Traffic counts should be taken on a Tuesday, Wednesday, or Thursday, not following a holiday unless approved by the City. If a school is located within the TIA study limits, traffic counts should be taken while school is in session.
 - Trip generation for each land use should be obtained by utilizing the current edition of the ITE Trip Generation Manual. Where a land use is not recognized within the ITE Manual or where local conditions indicate fewer trips than projected by the ITE standard for a particular land use, local trip rates may be developed; however, the data should be submitted to the City with supporting documentation prior to approval of the rates.
 - For developments generating peak trip numbers on weekends, the City may require the TIA to include traffic counts on either Saturday or Sunday (depending upon which day best reflects the proposed land use's peak operation), and the TIA should include a traffic report for a single peak hour. Operational analyses may be requested as well. Pass-by and diverted trip reduction factors may be considered for certain uses if City staff permits.
- Trip distribution and assignment. Any of the following methodologies may be acceptable for the purpose of determining trip distribution in a TIA:
 - Gravity model. This technique may require calibration prior to its use if utilizing an old gravity model for the study area.
 - Utilization of demographic data.

- Current directional distribution. (NOTE: This may be unacceptable if the directional distribution changes before the design year regarding future changes in the land use or transportation system improvements.)
 - City staff shall approve the methodology to be used in the study.
- Capacity analysis in a TIA. Capacity analyses should be performed for all intersections, roadways, ramps, weaving sections, internal circulation, and access points. The analysis should be performed in accordance with the latest published version of the Highway Capacity Manual (HCM). Other types of capacity analysis may be requested, such as a critical lane analysis, depending on requirements of other jurisdictions with road systems within the City. It may also be necessary to complete traffic progression analysis, utilizing such programs as the HCM or Synchro. Queuing analyses may be requested to determine both on- and off-site situations where queuing could impact the roadway/internal site operation.
- Unsignalized intersections not meeting the adopted level of service established in this section may be asked to complete a traffic signal warrant analysis. Unsignalized intersections will be evaluated based on the level of service on the minor approaches to the intersection. Accident history of the intersection may be considered as well.
- When analyzing background and future conditions, only capital projects with one-hundred percent funding may be utilized. Other road improvements associated with other developments that have approved plans and an executed Development Agreement, or TxDOT highway access permit(s) may be utilized as well.
- Peak-hour observations. The City may request peak-hour observations performed by a qualified traffic engineer in a TIA. The observations should be conducted at the direction of the City to address specific operational issues related to the proposed project. The specific traffic concerns of the City will be presented at the preliminary plan meeting. Documentation of the observations shall be included in the

TIA, along with recommendations to address traffic deficiencies.

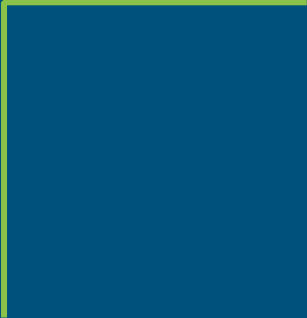
- Recommendations. The TIA should recommend mitigating improvements for any failing component. The improvements should be described in the TIA and should include a basic concept plan that illustrates the recommended improvements. The recommended improvements should be achievable utilizing the latest American Association of State Highway and Transportation Officials (AASHTO), TxDOT, or City of Lago Vista guidelines. If recommended improvements are approved by the City, the developer shall implement the recommendations in the TIA at the developer's sole expense.
 - If the TIA determines the existing LOS does not meet the minimum requirements in the study area, the developer may be asked to mitigate the portion of traffic impact generated by the development to ensure that post development traffic conditions are no worse than pre-development levels.
- g. **Schools.** Council may, in conjunction with area school districts, consider the ability of area schools to adequately provide services to additional students residing in proposed developments.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	June 6, 2024
SUBMITTED BY:	Sean Vance, Parks and Recreation
SUBJECT:	Discussion, consideration, and possible action regarding rezoning of city owed properties.
BACKGROUND:	In early September 2023, the Parks and Recreation Advisory Committee (PRAC) conducted an assessment of all properties owned by the City to determine their suitability for parkland. Following this assessment, they focused on three specific lots: Bowden Point and two lots in the Dawn Circle area, as noted on the map included in the packet.
FINDINGS:	During the evaluations, the Parks and Recreation Advisory Committee (PRAC) identified several parcels that could benefit from zoning changes. These parcels are numbered 169383 (currently zoned as TR-1), 177907 (currently zoned as C-1C), and 177904 (currently zoned as R-1E). PRAC is requesting that the City Council direct the Planning and Zoning Commission to consider zoning changes for the following lots: 169383 (Bowden Point), and 177907 and 177904 (Dawn Circle).
FINANCIAL IMPACT:	N/A
ATTACHMENTS:	Vision for Dawn Park and Bowden Pointe.pdf Map of Bowden Point Park.pdf Map of Dawn Circle Park.pdf



Vision for Lago Vista Parks

Parks and Recreation Advisory Committee



Agenda

- Committee Introduction
 - Our Objective
 - Dawn Circle
 - Bowden Point
 - Sunset Park
 - Questions
-

Parks & Recreation Advisory Committee

- DiAnn Tjon-Joe-Pin, Chairperson
- Andrew Gale, Vice-Chairperson
- Mark Major, Secretary
- Charles Allinger
- Robyn Burkhart
- Zach Davis
- Don Motschall

Our Objective

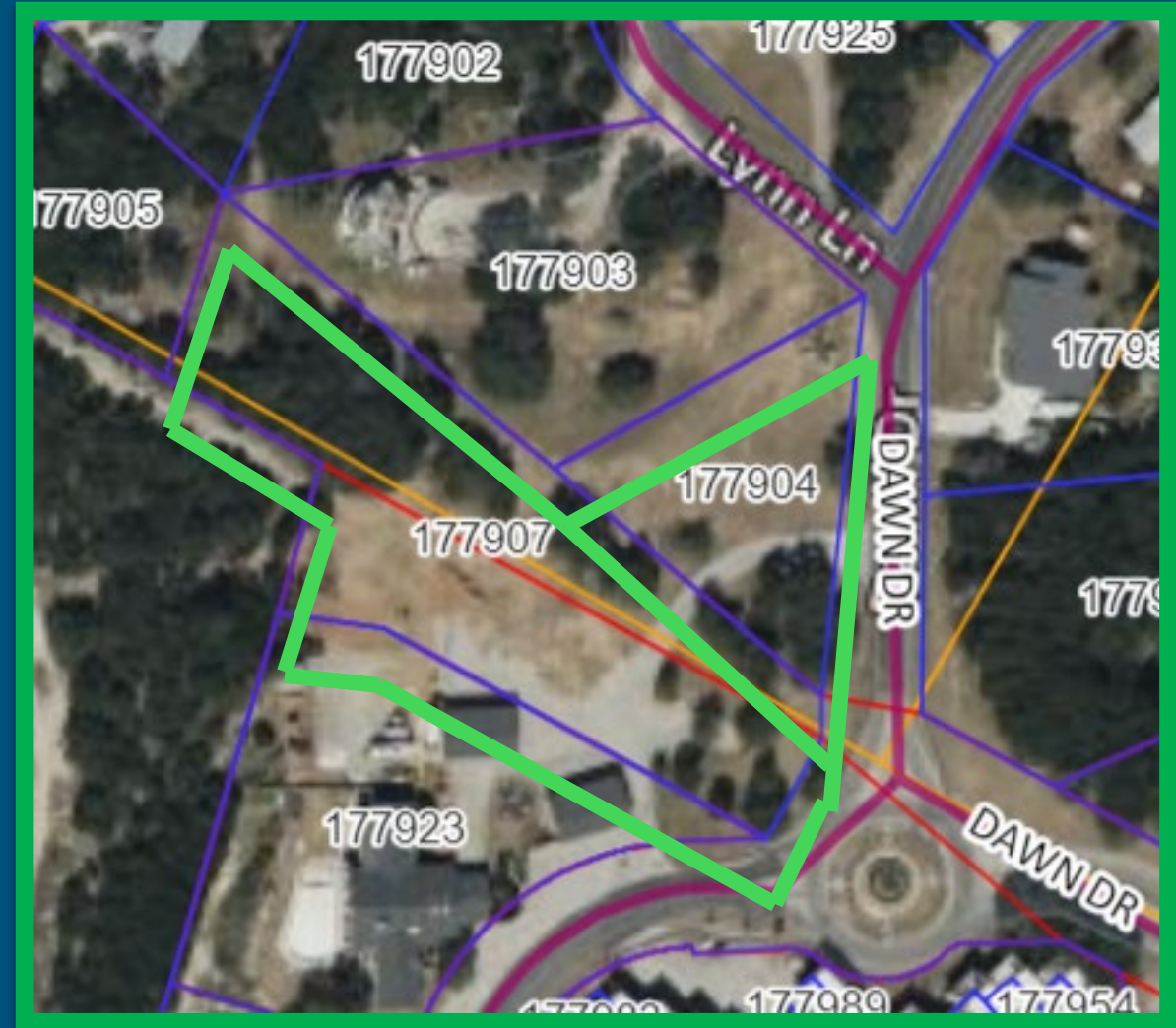
To seek alignment of budget for various minor improvements and rezoning suggestions for the betterment of Lago Vista's parks

Dawn Park Area

Join plats and rezone to park land

- Excellent central location for a small city park
- Nice view of Lake Travis
- Paved driveway and parking area
- Shade trees
- Small multi-purpose field area
- Areas ready for park equipment

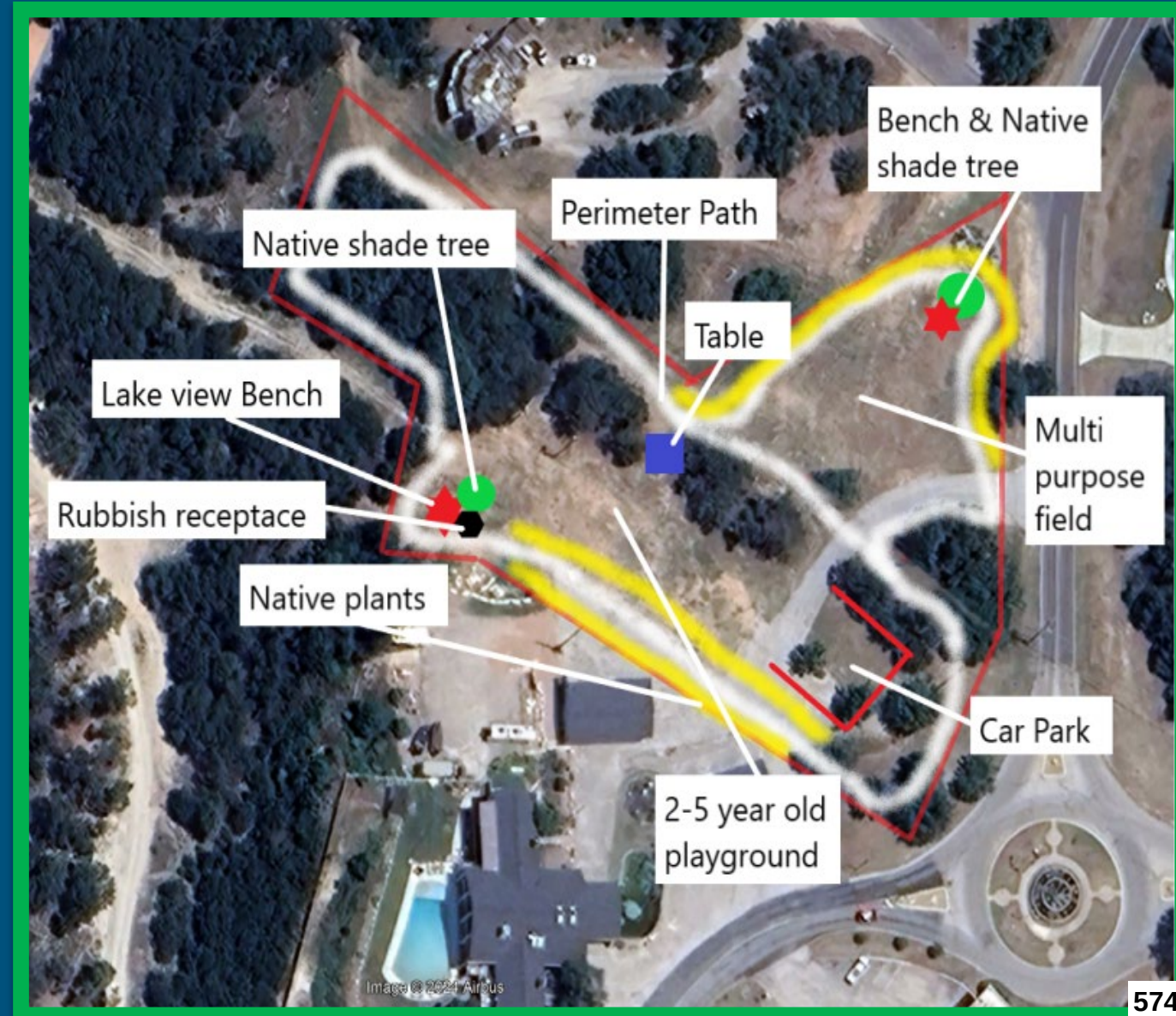
Parcel ID 177907 and 177904



Dawn Park Area

Suggested Improvements

- Walking path around perimeter using green center mulch
- Native plants along the walking path
- Bench looking over the lake
- Rubbish receptacles
- Picnic table
- 2–5-year-old playground, fall zone and fence.



Dawn Park Area

Approximate Expenses



Green Center
mulch, \$0



6 foot Commercial
inground bench,
\$900 each



Native plants
along the walking
path, \$500



55 gallon Rubbish
receptacles, \$800



Native trees,
Mexican white
Oak, \$500 each



6 foot Commercial
table, \$2,000 each

Dawn Park Area

Approximate Expenses for 2–5-year old playground

Fall zone

- \$15K for a border with mulch
- Up to \$70K for pour and play surface

Fence

- \$20K Chain link plastic covered fence with a gate, that is large enough for parents to sit inside



Bowden Point Park

Rezone to Park land

KLVB Existing Improvements

- Parking area
- Sculptures
- Playground
- Native plants



Bowden Point Park

Suggested Improvements

- Community Garden with fence
- Butterfly Garden with fence
- Art Wall
- Benches



Sunset Park

Suggested Improvements

- Standing grills
- Benches
- Game tables
- Art wall
- Dog Park



Sunset Park



Sunset Park Dog Park

Justification

- Number 2 on the survey of things the residents requested locally
- Along with the city growing at a fast pace, so is the dog population
- A meeting place for owners to congregate and visit while their dogs play
- Safety for residents walking their dog without sidewalks
- Currently, no off leash areas for pet to safely exercise
- A dog park would provide a safe space for the dogs to interact with other dogs
- A large area to play ball or frisbee without the worry of cars
- Sunset Park has ample space approximately 2.69 acres



Highlight Features

- Estimated Expenses on next slide and in packet
- Agility equipment for more active dogs to practice skills
- Two fenced areas for small and large dogs
- A grass area some shade and a dog washing station
- Park bench for seating and a water fountain

Dog Park Estimated Expenses

LAGO VISTA DOG PARK 2.629 Acres			
Description	Quantity	Price	Cost
Fence	2,000 Ft.	18.00 lin. Ft.	36,000.00
Grass	114,515 sq. ft.	0.8 sq. ft.	91,612.00
Benches	15	1,000.00	1,500.00
Picnic tables	5	1,100.00	5,500.00
Drinking Fountains	16	1,150.00	18,400.00
Dog Waste Recepticals	7	500.00	3,500.00
Dog Wash Stations	4	1,500.00	6,000.00
Trash Cans	13	1,000.00	13,000.00
Agility Equipment			
A-Frame	1	3,800.00	3,800.00
Beam	1	4,500.00	4,500.00
Tunnel	2	400.00	800.00
Weave Pole	1	500.00	500.00
Teater Tottor	1	500.00	500.00
Jumps	2	1,100.00	2,200.00
TOTAL			187,812.00

Questions

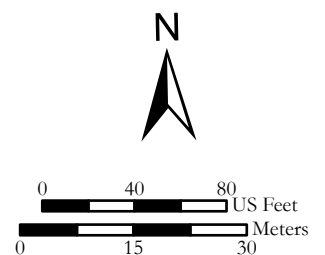
- What can the “tree money” from the land stripping be spent on exactly and is it going to the Park & Rec annually budget?

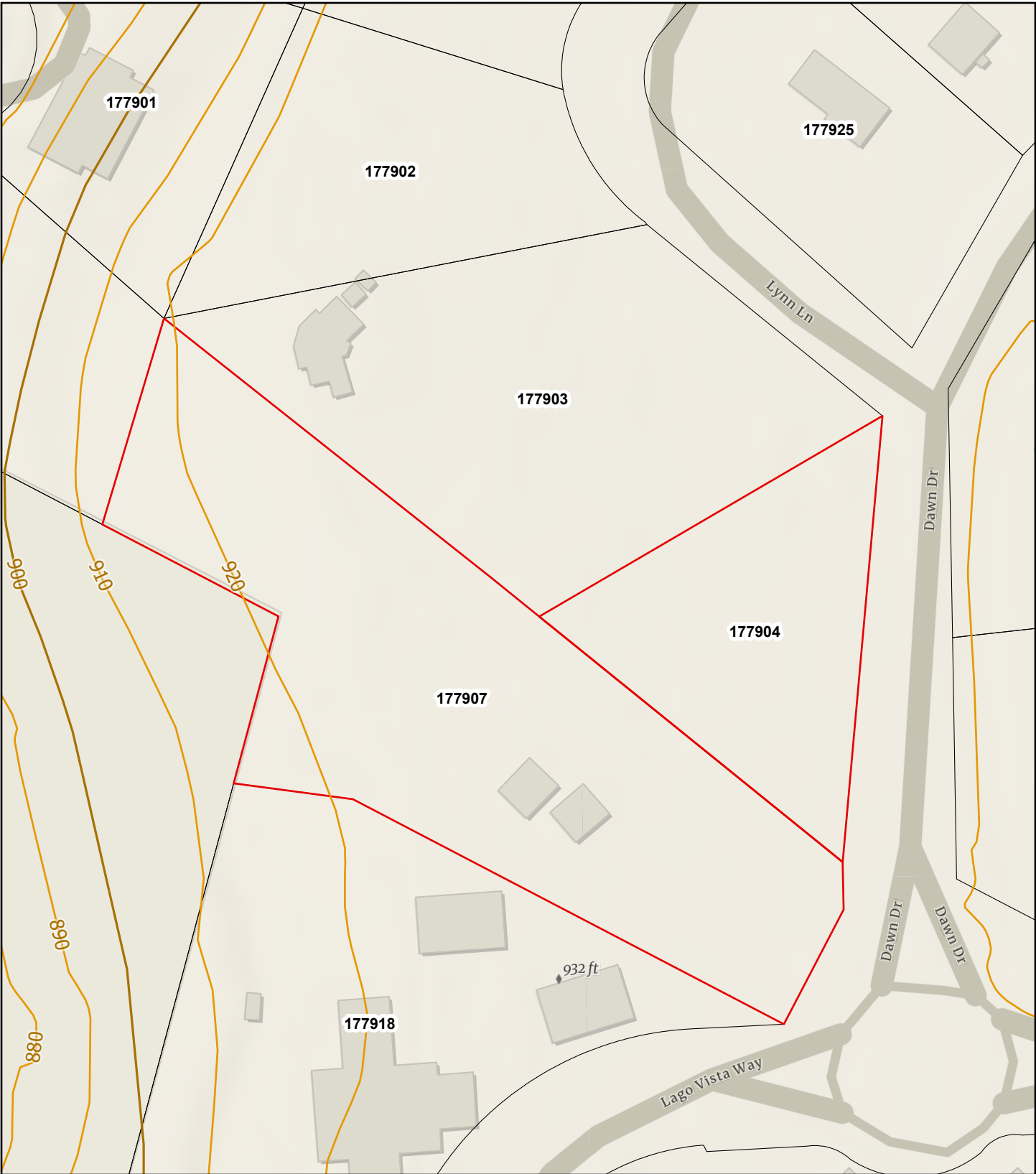


- 10 ft
- 50 ft
- Lots
- TCAD Parcels

Bowden Point

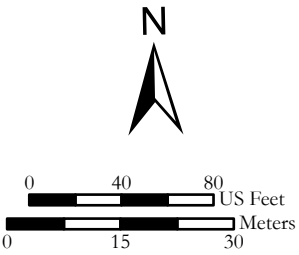
Project	Potential Parks
Date	9/14/2023
Drawn By	D Avetian
Coordinate System: NAD 1983 CORS96 StatePlane Texas Central FIPS 4203 Ft US	





- 10 ft
- 50 ft
- Lots
- TCAD Parcels

Dawn Circle	
Project	Potential Parks
Date	9/14/2023
Drawn By	D Avetian
Coordinate System: NAD 1983 CORS96 StatePlane Texas Central FIPS 4203 Ft US	



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 6, 2024

SUBMITTED BY: Councilor Roberts, City Council

SUBJECT: Discussion, consideration, and possible action regarding the review and update to the Council Rules of Procedure.

BACKGROUND: The purpose of this agenda item is to request that the City Council direct the city attorney to review and ensure compliance of the Council Rules of Procedure with the City Charter, specifically Section 3.13. The review will ensure that the Rules align with the Charter's requirements and other related provisions, addressing any changes and updates needed.

The City Charter requires the City Council to adopt an ordinance establishing its rules for conducting meetings, including provisions for citizen communications. Section 3.13 of the Charter mandates these Rules of Procedure but does not specify their content beyond the requirement for citizen communications. Over time, various amendments have been made to the Rules, making a thorough review necessary to confirm their compliance with the Charter and related provisions.

Discussion:

1. Charter Compliance:

- Section 3.13 of the City Charter requires the Council to establish by ordinance its procedures for conducting Council meetings.
- The Rules must provide for citizen communications during Council meetings.
- There are additional provisions in the Charter relating to the calling, setting agendas, and conducting Council meetings.

2. Need for Review:

- Given the numerous amendments to the Rules since their initial adoption, it is essential to ensure that all provisions are in line with the Charter.
- A comprehensive review will identify any inconsistencies or outdated provisions.

3. Legal Oversight:

- The city attorney's expertise is required to scrutinize the

current Rules and recommend necessary adjustments.

- Ensuring legal compliance will enhance the transparency and effectiveness of Council meetings.

FINDINGS:

Recommendation:

Direct the city attorney to:

1. Review the current Rules of Procedure for compliance with Section 3.13 of the City Charter and other related Charter provisions.
2. Identify and recommend necessary amendments to ensure full compliance and alignment with the Charter.
3. Present a report of findings and suggested amendments to the City Council for consideration.

FINANCIAL IMPACT:

There is no direct fiscal impact anticipated with the review process. Any potential costs associated with amendments or legal review will be managed within the existing budget allocations.

ATTACHMENTS:

[Rules of Procedure \(Amended April 4, 2024\)_202404111532247814.pdf](#)
[City Charter \(PDF\).pdf](#)

RULES OF PROCEDURE

FOR THE CITY COUNCIL, COMMISSIONS, BOARDS, AND ADVISORY COMMITTEES OF THE CITY OF LAGO VISTA, TEXAS



Adopted: 2021
Amended April 2024

Sources Include: Robert's Rules of Order, Rosenberg's Rules of Order, National Association of Parliamentarians, and the Texas Cities of Bellaire, Huntsville, Kerrville, Killeen, Murphy, West University Place, and Weatherford.

Contents

RULES OF PROCEDURE	1
ARTICLE 1. AUTHORITY, APPLICABILITY, AMENDMENT, AND ANNUAL REVIEW.....	4
1.1 Authority.	4
1.2 Applicability.....	4
1.3 Annual Review.....	4
ARTICLE 2. GENERAL RULES OF PROCEDURE AND POLICIES	4
2.1 Construction of Authority.	4
2.2 Meetings Shall Be Public.	4
2.3 Conduct of Meetings.....	5
2.4 Regular Meetings.	5
2.5 Special/Town Hall Meetings.....	5
2.6 Emergency Meetings.....	5
2.7 Work Sessions.	5
2.8 Executive Sessions.....	6
2.9 Recessed Meetings.....	6
2.10 Quorum.	6
2.11 Conflict of Interest.	6
2.12 Presiding Officer.	6
2.13 Minutes of Meetings.....	7
2.14 Suspension of Rules.	7
2.15 Amendment of Rules.	7
ARTICLE 3. PARLIAMENTARY PROCEDURE.....	7
3.1 Purpose.	7
3.2 Model Format for an Agenda Item Discussion.....	7
3.3 The Basic Motions.....	8
3.4 The Motion to Amend.....	8
3.5 Discussion and Debate.	8
3.6 Other Motions.....	9
3.7 Motions Requiring a Three-Fourths or Supermajority Vote to Pass.	9
3.8 Motion to Reconsider.....	10
3.9 Courtesy, Decorum and Order.....	10
3.10 Enforcement of Rules and Procedures.....	12
3.11 Council May Discipline its Own Members.	12
ARTICLE 4. MEETING AGENDAS.....	13
4.1 Call to Order & Announcement of a Quorum.....	13
4.2 Executive Session Items.	14
4.3 Action on Executive Session Items.....	14
4.4 Pledge of Allegiance to the United States Flag and Texas Flag and Invocation.....	14
4.5 Citizen Comments on Non-Agenda Items.	14
4.6 Items of Community Interest.	14
4.7 Presentations & Proclamations.....	14
4.8 Public Hearings.....	14
4.9 Regular Agenda Items.	14
4.10 Citizen Comments on Agenda Items.....	15
4.11 Approval of the Minutes.	15
4.12 Consent Agenda Items.	15
4.13 Discussion Items.....	15

4.14 Staff and Council Liaison Reports.....	15
ARTICLE 5. WORK SESSION POLICIES AND PROCEDURES.....	16
5.1 Purpose.	16
5.2 Agenda.	16
5.3 Documents and Exhibits to be Presented.	16
5.4 Technical Questions.	16
5.5 Prohibitions Against Formal Actions.	16
5.6 Audience Comments or Questions.	16
ARTICLE 6. RULES GOVERNING CITIZEN COMMENTS	16
6.1 Purpose.	16
6.2 Rules Governing Citizen Comments.....	16
6.3 Preservation of Order.	17
ARTICLE 7. COMMISSIONS	17
7.1 General.....	17
7.2 Meeting Times and Agenda Order.	18
7.3 Commissions with Rulemaking, Independent Regulatory, or Quasi-Judicial Authority.	18
7.4 Commissions without Regulatory Authority.	18
7.5 Appointments.	18
7.6 Commission Members’ Service.....	18
7.7 Open Government Training.....	18
7.8 Council Liaisons and Commissions.....	19
TABLE OF MOTIONS AND POINTS OF ORDER.....	25

ARTICLE 1. AUTHORITY, APPLICABILITY, AMENDMENT, AND ANNUAL REVIEW

1.1 Authority.

Article III, Section 13 of the City Charter of the City of Lago Vista, Texas grants the City Council the right to determine its own rules of procedure; the following rules are enumerated under and by authority of said provision.

1.2 Applicability.

The rules of procedure adopted by the City Council are applicable not only to the City Council, but also to the commissions, boards, and Commissions of the City of Lago Vista, in accordance with the Charter. Whenever these Rules use the term “Commissions” that term shall mean “committees, boards, and commissions” unless otherwise indicated.

Open meeting requirements of the City Council do not apply to city Commissions without rulemaking or independent regulatory authority, nor to quasi-judicial or ad hoc Commissions except as required under state law.

Processes for disciplinary action will be similar for the City Council and the regulatory Commissions but will vary for the nonregulatory Commissions.

Any reference to Mayor also applies to the presiding officer of a Commission of the City of Lago Vista. Any reference to City Council also applies to any Commission.

Decisions made by state-mandated Commissions, like those of City Council, may require a super-majority vote. Detailed, unique information about Commissions can be found in Article 7 of this document.

1.3 Annual Review.

Following the municipal elections each year, Council may review these Rules of Procedure, make changes as appropriate, and adopt their own rules of procedure in accordance with the Charter. In the event no annual review occurs, the standing Rules of Procedure continue in effect. This does not limit the Council's right and ability to amend the rules at any other time during the year, in accordance with the Charter.

ARTICLE 2. GENERAL RULES OF PROCEDURE AND POLICIES

2.1 Construction of Authority.

The construction of authority in all matters associated with the meetings and activities of the City Council, including the agenda, shall be: (1) the U.S. Constitution and laws of the United States of America; (2) the Texas Constitution and statutes of the State of Texas; (3) the City Charter; (4) the Code of Ordinances of the City of Lago Vista, Texas; (5) these Rules; and, (6) Rosenberg's Rules of Order as amended and set forth herein.

2.2 Meetings Shall Be Public.

All meetings of the City Council shall be public, and notices thereof shall be posted as provided under the Texas Government Code, Chapter 551, Open Meetings Act. Except in the case of an

emergency meeting, notice of all meetings shall be given 72 hours before the time set for any meeting.

The Lago Vista City Hall is wheelchair accessible and special parking is available on the east side of the building. If special accommodations are required, please contact the city secretary a minimum of 24 hours in advance at (512) 267-1155.

All meetings of the City Council or Commissions with rulemaking or independent regulatory authority will be video recorded and posted to the city website. Meetings should be conducted in such a way that recordings are possible. Currently, that translates to conducting the meeting in Council chambers or a location approved by the Council Liaison.

Commissions without rulemaking or independent regulatory authority may be video recorded and posted to the city website when possible. All regulatory Commissions are mandated to conduct their meetings in the Council Chambers, where video recording software is made available.

2.3 Conduct of Meetings.

Meetings of the City Council shall be conducted according to the rules adopted by the City Council, as well as the terms and provisions of Rosenberg's Rules of Order as amended herein and when not inconsistent with these rules.

2.4 Regular Meetings.

Regular meetings of the City Council shall be on the first and third Thursday of each month at 5:30 p.m. in Council chambers. The regular session of the City Council shall begin at 6:30, but work sessions and executive sessions will be held before the regular session and may continue after the regular session. The City Council may, by majority vote at a regular meeting, change the days or times of meetings as circumstances may necessitate. Please refer to Section 1.331 of the Code of Ordinances for more information on meeting specifications.

2.5 Special/Town Hall Meetings.

Special meetings of the City Council may be called upon request of the mayor, or two members of the City Council then seated. A request for a special meeting shall be filed with the city secretary or the city manager in written/electronic format unless made at a regular meeting at which a quorum of council members is present. The city manager and all Council members shall be notified of all special meetings.

2.6 Emergency Meetings.

In case of an emergency or urgent public necessity, which shall be expressed in the meeting notice, it shall be sufficient if members receive, and notice is posted one (1) hour before the meeting is convened. Notice shall be provided also to the media in accordance with the Texas Government Code, Section 551.047.

2.7 Work Sessions.

Work sessions are special meetings called for the purpose of conducting a detailed and thorough exploration of matters that may properly come before the City Council.

2.8 Executive Sessions.

Executive sessions are sessions closed to the public. They are only permitted for the purpose of discussing matters enumerated in Chapter 551, Open Meetings Act of the Texas Government Code. Disclosure of topics to be discussed shall be made to the public in accordance with the requirements of the Open Meetings Act.

The City Council can convene into an executive session as stated on a posted agenda during a regular or special meeting. However, before said session begins, the presiding officer shall announce that the executive session is commencing and identify the section or sections of the Open Meetings Act under which the closed meeting is held. The order in which an executive session may appear on the agenda is subject to the discretion of the City Council. A certified agenda of the meeting will be created by the presiding officer or his or her designee, sealed and permanently kept in accordance with state law, subject to opening by court order. No voting or action shall be taken by the City Council during an executive session. No other subject other than that posted on the agenda is to be considered. Adjournment of the executive session and any vote needed shall be made during the open public meeting.

Legal advice discussed in executive session shall remain confidential unless the City Council votes to waive the attorney-client privilege. Except for action taken in open session, no Council Member, staff member, or legal counsel may disclose the deliberations in executive session on matters discussed under other lawful exceptions under the Open Meetings Act

2.9 Recessed Meetings.

No meeting shall be recessed for a longer period of time than allowed by state law.

2.10 Quorum.

The number of members of the City Council that shall constitute a quorum for the conduct of business shall be in accordance with the City Charter.

2.11 Conflict of Interest.

Rules governing a City Council member's ability to vote when a conflict of interest exists shall be governed by the City Charter.

2.12 Presiding Officer.

Rules governing the presiding officer are defined in the City Charter.

The Presiding Officer shall serve as the chair of all meetings and shall make final rulings on all questions pertaining to these rules. All decisions of the presiding officer are final unless overruled by the City Council through a motion to appeal as described in Article 3.9 – Courtesy, Decorum and Order of these rules.

The presiding officer is entitled to participate in the discussion and debate and is entitled to vote on all business before the City Council. Because the presiding officer conducts the meeting, it is common courtesy for the chair to take a less active role than other members of the City Council in debates and discussions. This practice in no way precludes the presiding officer from participating

in the meeting fully and freely; however the presiding officer shall not make a motion unless the remainder of the Commission or council members fail to make a motion.

The presiding officer of Commissions shall be the person selected according to the rules defined in the appropriate enabling ordinance and powers vested in that presiding officer will also be defined in that same ordinance.

2.13 Minutes of Meetings.

The city secretary shall keep an account of all proceedings of the City Council, and they shall be open to public inspection in accordance with the laws of the State of Texas.

2.14 Suspension of Rules.

Any provisions of these rules not governed by federal, state law or the City Charter may be temporarily suspended by a super majority vote (see Article 3.7 of these rules) of the City Council.

2.15 Amendment of Rules.

These rules may be amended, or new rules adopted, by a super majority vote of the members of the city council present.

ARTICLE 3. PARLIAMENTARY PROCEDURE

3.1 Purpose.

The purpose of these rules of parliamentary procedure is to establish orderly conduct of the meetings. The ultimate purpose of these rules of parliamentary procedure is to encourage and facilitate decision- making by the City Council. These rules enable the majority to express their opinion and fashion a result.

3.2 Model Format for an Agenda Item Discussion.

The following nine (9) steps may be used as a model or guidebook by the presiding officer. The meeting is governed by the agenda and the agenda constitutes the only items to be discussed. Each agenda item can be handled by the presiding officer (Mayor) in the following basic format:

- 1. *Announce the Item.*** The mayor should announce the agenda item number and should clearly state the subject matter of the agenda item by reading the caption for the item being considered.
- 2. *Receive a Report.*** The mayor should invite the appropriate people to report on the item, including any recommendation they might have.
- 3. *Council Discussion.*** The mayor should ask the council members if they have any technical questions for clarification. At this point, members of the City Council may ask clarifying questions to the people who reported on the item, and they should be given time to respond. Council discussion on an item may continue after citizen comments are given.
- 4. *Seek Citizen Input.*** The mayor should invite citizen comments – or if a public hearing, open the public hearing. Upon conclusion, the mayor should announce that public input is closed, or if a public hearing, close the public hearing.

5. **Motion First.** The mayor should invite a motion from the City Council before debate is given on the merits of the item. The mayor should announce the name of the member who makes the motion.
6. **Motion Second.** The mayor should determine if any member of the City Council wishes to second the motion. The mayor should announce the name of the member who seconds the motion. If no member of the City Council wishes to second the motion, then the motion fails, and should be so stated by the mayor.
7. **Discuss the Motion.** The mayor will announce that there is a motion and a second, and will restate the motion, and will invite the members of the City Council to discuss the motion. If there is no desired discussion, the mayor may call for a vote. If there has been no discussion or a brief discussion, then there is no need to repeat the motion before taking a vote. If the discussion has been lengthy, it is a good idea to repeat the motion before calling for the vote.
8. **Vote.** The mayor calls for the vote. A simple majority vote determines whether the motion passes or fails unless a super-majority is required for passage. All Council members, including the mayor, shall vote upon every question, ordinance, or resolution, unless recused because of a conflict of interest as defined in the City Charter. Unless so excused, any Council Member refusing to vote shall be recorded in the minutes as voting with the majority. Action items require a vote.
9. **Announce the Outcome.** The mayor announces the results of the vote and should also state what action (if any) the Council has taken.

3.3 The Basic Motions.

The basic motion is the one that puts forward a decision for consideration. A basic motion might be: "I move approval of the ordinance as submitted," or "I make a motion that we deny the resolution."

3.4 The Motion to Amend.

If a member wants to change a basic motion, the member will have to move to amend the original or previously amended motion. A motion to amend might be: "I move that we amend the motion to include the changes we discussed to the ordinance." A motion to amend seeks to retain the basic motion on the floor (a motion made and seconded), but to modify it in some way. A motion to amend requires the agreement of the person making the original motion. If the basic motion has already been seconded, the motion to amend must be acknowledged and accepted by the member who seconded the basic motion.

3.5 Discussion and Debate.

The basic rule of motions is that they are subject to discussion and debate. Accordingly, the basic motion and the motion to amend are all eligible, each in their turn for full discussion by and before the City Council. Discussion and debate can continue as long as the members wish to discuss it, or until a motion is made to limit debate (call the question or move the question) which requires a super majority. At that time, the mayor shall call for a vote on the motion.

3.6 Other Motions.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the Council to move on. The following motions are NOT debatable, and the mayor must immediately call a vote on the motion, if seconded by another Council Member.

- **Motion to Adjourn.** This motion, if passed, requires the Council to immediately adjourn to its next regularly scheduled meeting. This motion requires a simple majority vote.
- **Motion to Recess.** This motion, if passed, requires the Council to immediately take a recess. Normally the Mayor will determine the length of the recess which could last for a few minutes to several hours. It requires a simple majority vote.
- **Motion to Fix the Time to Adjourn.** This motion, if passed, requires the Council to adjourn the meeting at the specific time set in the motion. For example, "I move we adjourn this meeting at Midnight." It requires a simple majority vote.
- **Motion to Table.** This motion, if passed, requires discussion of the agenda item to be halted immediately, and the agenda item to be placed on hold. The motion may contain a specific time to bring the item up again, or it may not specify a time. If no time is specified, the item shall be placed on the agenda at the very next regular Council meeting.
- **Motion to Remove from Table.** This motion, if passed, allows the Council to remove an item previously placed on hold. A vote in favor of removing an item from the table must be made before the Council can take action on an item that was tabled.

3.7 Motions Requiring a Three-Fourths or Supermajority Vote to Pass.

Normally a super majority vote consists of six votes (four to pass as a simple majority, plus two more). For the purposes of these rules and as defined in the Charter, a three-fourths vote shall be referenced as a Supermajority vote. In exceptional circumstances where the number of council members is diminished due to vacancy, the following shall constitute a three-fourths or super majority vote:

NUMBER OF COUNCIL MEMBERS PRESENT	NUMBER OF VOTES FOR SUPER MAJORITY
6	5 or more
5	4
4	3
3	3

- **Motion to Limit Debate.** This motion is sometimes referred to as, "moving the question" or, "calling the question." When a member of the Council makes such a motion, the member is saying, "I have had enough discussion, let's vote on the issue." When such a motion is made, the mayor should ask for a second, stop the discussion and vote on the motion to limit debate. The motion requires a super majority vote to pass.

- ***Motion to Object to the Consideration of an Item.*** This motion, if passed, precludes the City Council from even considering the item on the agenda. It does not preclude the item from appearing on a future agenda. The motion requires a super majority vote to pass. (Normally, this motion is unnecessary because the objectionable item can be defeated outright or tabled.)
- ***Motion to Suspend the Rules.*** This motion is debatable but requires a super majority vote to pass. This motion allows the Council to suspend its own rules for a particular purpose. For example, the Council may desire to give a particular speaker more time than normally allowed. A “motion to suspend the rules and give the speaker ten additional minutes,” accomplishes this desire.
- ***Motion to Hire/Fire the City Manager.*** The city manager shall be appointed or removed by a vote of at least 5 members, provided that his or her salary may be set by a simple majority vote. (Charter Art. IV Section 4.01 – City Manager.)

3.8 Motion to Reconsider.

There is a special motion that requires a bit of explanation all by itself: the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure on the issue. As such, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to reconsider is made.

A motion to reconsider requires a simple majority vote to pass, but there are two special rules that apply only to the motion to reconsider.

The first rule involves timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next regular meeting (if properly noticed and on the posted agenda). A motion to reconsider made at a later time is considered untimely and it may not be considered unless the Council suspends the rules to consider it.

Second, the motion to reconsider can only be made by a member of the Council who voted in the majority on the original motion. The motion to reconsider may be seconded by any member of the City Council regardless of how they voted on the original motion. If a member of the Council who voted in the minority on the original motion seeks to make a motion to reconsider, it must be ruled out of order by the mayor. The purpose of this rule is finality. If a member of the minority could make a motion to reconsider, then the item could be brought back again and again, which would defeat the purpose of finality.

If a motion to reconsider passes, then the original matter is back before the Council, and a new original motion is in order. The matter may be discussed as if it were on the floor for the first time.

3.9 Courtesy, Decorum and Order.

These rules of order are meant to promote an atmosphere of courtesy and decorum appropriate for the efficient discussion of business. It is the responsibility of the mayor (and the members of the City Council) to maintain that atmosphere of courtesy and decorum. The mayor should always ensure that debate and discussion focus on the item and the policy in question, not on the personalities of the participants in the discussion. Debate on policy is healthy; debate on

personalities is not. In order to assist in the creation and maintenance of that atmosphere, the following rules shall govern all meetings:

1. **Request to Speak.** Before a council member, staff member or an audience member may speak, they must first be recognized by the mayor. Upon recognition the person requesting to speak shall hold the floor and shall make their point clearly and succinctly. Public comments must be kept relevant to the subject before the Council. The mayor shall rule on the relevance of comments. Persons making irrelevant, personal, impertinent, overly redundant, or slanderous remarks may be barred by the mayor from further comment before the Council during the meeting. Audience members who wish to speak during an agenda must first complete a 'request to speak card' and submit it to the city secretary. The mayor has the right to cut a speaker off if the discussion becomes too personal, too loud, too crude, irrelevant, impertinent, redundant, or slanderous.
2. **Order.** If a person fails to request to speak before speaking, the mayor shall rule them 'out of order' and remind them that they do not have the floor. While the City Council is in session, all council members must preserve order and decorum. A person shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the meeting, nor disturb any other person while speaking or refuse to obey the orders of the mayor.
3. **Improper References Prohibited.** Every person desiring to speak shall address the entire Council and shall not single out a member of the Council, the audience, or a staff member. Speakers shall confine themselves to the question under debate, avoiding all personal attacks and indecorous language.
4. **Interruptions.** A council member, once recognized, shall not be interrupted when speaking unless it is to call him or her to order, or other such interruption expressed below. If the council member, while speaking, is called to order, he or she shall cease speaking until the question of order is determined, and if the council member is found to be in order, he or she shall be permitted to proceed speaking. Allowable interruptions or points of order available to council, city manager, city secretary, or city attorney are as follows:
 - a. **Point of Privilege.** The proper interruption would be: "Point of Privilege." The mayor would then ask the interrupter to, "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room might be too hot or too cold or a fan motor might interfere with a council member's ability to hear.
 - b. **Point of Order.** The proper interruption would be: "Point of Order." The mayor would then ask the interrupter to, "state your point." Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the mayor called for a vote on a motion that permits debate without allowing any discussion.
 - c. **Motion to Appeal.** If the Mayor makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the mayor by stating, "motion to appeal." If the motion is seconded and after debate if it passes by a simple majority vote, the ruling of the mayor is reversed.
 - d. **Call for orders of the day.** This is simply another way of saying, "let's return to the agenda." if a council member believes the discussion has strayed from the agenda. The

motion does not require a vote. If the Mayor discovers that the discussion has strayed from the agenda, he or she simply returns to the business of the day.

e. *Withdraw a Motion.* During the debate and discussion of a motion, the original maker of the motion on the floor, at any time, may interrupt the speaker to withdraw his or her motion. The motion is immediately deemed withdrawn and discussion on the motion shall cease. Council members are free to make the same motion or another motion.

3.10 Enforcement of Rules and Procedures.

The following provisions may be used to enforce the good order and decorum of the meeting. The action may be taken by the mayor under his or her own action, or upon a motion to enforce by any council member. Reference to sergeant at arms only refers to city council meetings and at Commission, meetings as requested by the council liaison and approved by the city manager.

1. ***Warning.*** The mayor may order any person (council member, staff member or audience member) in violation of these rules to be silent.
2. ***Removal.*** If, after receiving a warning from the mayor, the person continues to disturb the meeting or breach the peace and good order of the meeting, the mayor may order the person to leave the meeting. If the person does not leave the room, the mayor may order the sergeant-at-arms to remove the person.
3. ***Sergeant-at-Arms.*** The sergeant-at-arms shall be the highest-ranking police officer in attendance at the council meeting, or such other officer designated by the chief of police for that purpose.

Upon instruction of the mayor, it shall be the duty of the sergeant-at-arms to remove from the meeting any person who intentionally disturbs the proceedings of the City Council. A violation of these rules may be deemed an attempt to disrupt, obstruct, and/or interfere with a lawful meeting and subject the violator to prosecution under state law for disrupting a lawful meeting. (Section 42.05, Texas Penal Code).

4. ***Resisting Removal.*** Any person who resists removal by the sergeant-at-arms may be charged with violating Section 42.05 of the Texas Penal Code.
5. ***Motion to Enforce.*** Any council member may move to require the mayor to enforce these rules and the affirmative vote of a simple majority of the Council shall require the mayor to do so. A motion to enforce is an allowable interruption and is not debatable.

3.11 Council May Discipline its Own Members.

In the event a council member violates the Charter, these Rules or any other ordinance of the City or acts in a manner that causes embarrassment or disgrace to the City of Lago Vista, the City Council on supermajority vote may discipline the offending member. This process will be in force for the City council and the three commissions with regulatory authority. Discipline of advisory Commissions is addressed in Section 7.8 of this document. The issue shall be raised within 30 days of the offense, or it is no longer actionable.

Such action may only take place after an executive session is held to discuss the offense. The offending member shall be present at the executive session to answer any questions asked by members of the

City Council or make other statements as he or she may desire to make in his or her defense. If the offending member refuses to attend the executive session, the remaining members of the City Council may proceed in his or her absence.

The outcome of the executive session may be as follows and shall be made publicly in open session in accordance with the Texas Open Meetings Act:

1. **No Action.** The City Council chooses to take no action.
2. **Private Censure.** The City Council may choose to privately censure the offending member, leaving their comments to the offending member in the confines of the executive session.
3. **Public Censure.** The City Council may choose to publicly censure the offending member through a resolution passed by supermajority vote and entered into the public record. For purposes of calculating a supermajority vote under this section, the City Council shall include the total number of those members of the City Council present and voting in favor of such censure, divided by the total number of members of the City Council less any vacancies, and less the member who is the subject of the vote.

If one of the regulatory Commissions holds a disciplinary session and cannot come to a resolution about one of the above options, the council liaison will bring the matter to the council for resolution.

ARTICLE 4. MEETING AGENDAS

The mayor and the city manager or an appropriate designee, shall prepare an agenda and cause the same to be posted a minimum of 72 hours prior to the meeting. Agendas shall be delivered to the City Council, in the format requested by each council member, by days end of the day of posting, or within such other times as established by the City Council from time to time. In the event of an emergency meeting of the City Council, this provision shall be suspended when not inconsistent with the provisions of federal or state law or the City Charter.

To facilitate the agenda process, the mayor, two council members, or the city manager may place an item on the upcoming City Council agenda. Staff assistance, if required, should be requested through the city manager. Agenda items must be provided to the city manager's office at city hall by 12:00 noon on the eighth (8) calendar day preceding the date of the regular meeting.

If the agenda topic does not allow sufficient time for staff to adequately prepare the necessary reports, information, or materials for City Council's consideration, the mayor, city manager, and requesting council members shall discuss the matter and decide whether to move the item to a future Council agenda. Likewise if including the requested item(s) on the current Council agenda will result in an excessively long meeting, they shall discuss whether to move the item(s) to a future agenda meeting to balance out the City Council and staff workload. If no agreement can be reached on delaying the requested item, the requesting members shall prevail.

4.1 Call to Order & Announcement of a Quorum

The mayor shall call the meeting to order. The mayor shall announce that a quorum of the City Council is present and shall state for the record the names of all members of the City Council who are absent.

4.2 Executive Session Items.

This section is only used when it is necessary for the Council to convene in executive session. Executive sessions are sessions closed to the public. They are only permitted for the purpose of discussing matters enumerated in Chapter 551, Open Meetings Act of the Texas Government Code. Disclosure of topics to be discussed shall be made to the public in accordance with the requirements of the Open Meetings Act.

If the subject of the executive session warrants, the executive session may be held prior to the regular session and after the regular session, as necessary.

4.3 Action on Executive Session Items.

This section is only used if Council conducts an executive session. Action on executive session items must be taken during public/open session of the Council. Action may include the taking of no action at all.

4.4 Pledge of Allegiance to the United States Flag and Texas Flag and Invocation

The Council shall recite the Pledge of Allegiance to the United States Flag and pledge to the Texas Flag. In addition, an Invocation may be made at this time. Commissions can independently determine if they would like to recite the pledges and conduct an invocation.

4.5 Citizen Comments on Non-Agenda Items.

All persons desiring to speak to the City Council on a non-agenda item must submit a 'request to speak card' to the city secretary at least five (5) minutes before meeting starts.

4.6 Items of Community Interest.

The mayor, council members, and citizens will have an opportunity to speak about items of community interest.

4.7 Presentations & Proclamations.

The mayor shall make any presentation or deliver any proclamation as may be required from time to time. Outside entities and organizations granted permission to make a presentation shall be placed in this section.

4.8 Public Hearings.

This section is only used when a statutorily required public hearing is part of the order of business. The mayor shall first request staff comments. The mayor shall open the public hearing and receive citizen input. While the public hearing is open, City Council may ask questions of the speakers, but may not deliberate or argue with the public on the matter at hand. Those speaking at a public hearing are required to follow the rules established herein for citizen comments. Upon conclusion of citizen comments, the mayor shall close the public hearing. Council may deliberate or take action on the matter at hand upon the closing of the public hearing.

4.9 Regular Agenda Items.

Items for individual consideration shall be considered by the City Council individually and approved by either a simple majority vote or a super majority vote as may be required.

4.10 Citizen Comments on Agenda Items.

All persons desiring to speak to the City Council on an agenda item must submit a “request to speak card” (or its digital/remote equivalent) to the City Secretary at least five (5) minutes before meeting starts.

4.11 Approval of the Minutes.

The Council shall consider the minutes of any meeting presented for their review since the last regular meeting. This heading will only be used when there are no other items listed on a consent agenda.

4.12 Consent Agenda Items.

There is hereby established, as a part of every agenda for regular and/or special called meetings of the City Council, a portion of said agenda that shall be labeled “consent agenda.” Said consent agenda may consist of any and all business regularly coming before the City Council (except required public hearings and items requiring a supermajority vote) including approval of the minutes of previous meetings.

All items set out in the consent agenda shall be deemed passed upon passage of an affirmative motion, by a vote of the majority of the members of the City Council then seated, that the consent agenda be adopted. No further action shall be deemed necessary, and all such items appearing on the consent agenda, upon passage of such motion, shall be deemed adopted as if voted upon separately and as if the caption and/or body of any ordinance therein set out shall have been read in full.

Any member of the City Council may request that any item be removed from the consent agenda and considered separately. Such a request shall be honored as if it had been passed by majority vote.

If any item was removed from the consent agenda, it will be considered immediately following approval of the remainder of the consent agenda.

4.13 Discussion Items.

Discussion items for individual consideration shall be considered and discussed by the City Council individually.

4.14 Staff and Council Liaison Reports.

This section is used for routine reports provided by staff regarding their respective departments to the Council and discussion of staff reports previously distributed to council. Council Liaisons may report on activity taking place within their assigned Commissions. Council Liaisons may also bring forward items from their assigned Commissions for City Council consideration for future discussion and action if needed. No discussion or action may be taken on an item without the specific item first being listed on the agenda and noticed to the public. See Rules and Procedures Section 7.8(4)(d).

ARTICLE 5. WORK SESSION POLICIES AND PROCEDURES

5.1 Purpose.

City Council may call and hold work sessions for the purpose of conducting a detailed and thorough exploration of matters that may properly come before the City Council. The following rules shall prevail for the call and conduct of work session meetings.

5.2 Agenda.

Only a limited number of matters shall be considered by the City Council during a work session, and sufficient time for consideration of such matters shall be provided. An abbreviated agenda order shall be used for all work session agendas.

5.3 Documents and Exhibits to be Presented.

Staff shall make available to the City Council all documents, exhibits, maps, plats, architectural drawings, specifications, or other similar documents at the same time the agenda is posted. When necessary, the mayor and city manager can introduce new material after the agenda has been posted when the new information is vital to an agenda item.

5.4 Technical Questions.

All questions of a technical nature, which require a detailed explanation for understanding, may be considered in a work session. Council may, through the city manager, request the attendance of such staff members or outside experts as may be required to answer such questions.

5.5 Prohibitions Against Formal Actions.

No formal actions may be taken at a work session. Council may provide staff direction on the matter being considered and ask that the item be placed on a regular or special called meeting agenda for formal action.

5.6 Audience Comments or Questions.

Audience comments or questions will be considered at a work session subject to legal time constraints.

ARTICLE 6. RULES GOVERNING CITIZEN COMMENTS

6.1 Purpose.

It is the desire of the City Council to hear from the citizens of Lago Vista and to stimulate discussion and offer a forum for a cordial and meaningful public debate on matters that are properly a concern of the City Council. The following rules shall control and govern audience comments and may be included in the agenda as a reminder.

6.2 Rules Governing Citizen Comments.

1. A maximum of 30 minutes will be devoted to receiving comments from the public on non-agenda items unless the council, by simple majority vote suspends this rule.

2. Each speaker is limited to one presentation per agenda item and a maximum timed limit of three minutes on any item unless the council, by simple majority, vote to suspend this rule.
3. Notwithstanding the foregoing, one speaker may donate their allotted three minutes to another speaker to allow the donee a total of up to six minutes to present.
4. No individual may address City Council without submitting a speaker card at least five (5) minutes prior to the beginning of the meeting. The card must clearly state the subject or issue on which the citizen wishes to speak. If the subject matter does not pertain to city business, the mayor shall advise the individual and/or make recommendations as to how they may get the issue addressed. The mayor can consider comments from citizens that did not submit a request as time permits.
5. Citizens speaking on agenda items shall restrict their comments to the subject matter listed.
6. Citizens speaking on non-agenda items shall only speak on matters pertaining to city business or issues which the Council would have the authority to act upon if brought forth as an agenda item.
7. Council may not act upon or discuss any issue brought forth as a non-agenda item; except to:
 - a. Make a statement of specific factual information given in response to the inquiry, or
 - b. A recitation of existing policy in response to the inquiry.
 - c. Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.
8. No placards, banners or signs may be displayed in the council chambers or city hall. Exhibits relating to a presentation are acceptable.
9. Arguing, intimidation or other disruptive behavior is prohibited. Discussion and/or debate are acceptable only on items specifically listed on the agenda.
10. Unauthorized remarks from the audience, stomping of feet, applauding, whistles, yells, or any type of disruptive behavior is prohibited. Applause of appreciation may be acceptable when recognizing a significant event or achievement.
11. Proper respect, decorum, and conduct shall prevail at all times. Impertinent, slanderous, or personal attacks are strictly prohibited, and violators may be removed from the council chambers.

6.3 Preservation of Order.

Immediately preceding the opening of a public hearing, the mayor may read or may direct the city secretary to read the rules governing citizen comments. Council meetings are the workplace to carry out the business of the City of Lago Vista; therefore, any conduct that could constitute harassment in the workplace is prohibited. The mayor shall preserve order and decorum and, if necessary, shall cause to be silenced or removed from the council chambers any person speaking out of order or disrupting the order of the meeting. In all cases, the mayor shall preside over the Council meeting and ensure that proper conduct and decorum is adhered to.

ARTICLE 7. COMMISSIONS

7.1 General.

All standing Commissions are described under Article VII, Commissions and Boards, of the City of Lago Vista City Charter. Ad hoc Commissions may be temporarily appointed and terminate upon completion of a specific task or special purpose for which they are created, or when abolished by a majority vote of the City Council. Ad hoc Commissions shall have no powers other than advisory to

the City Council and all Rules of Procedure apply to them, provided that such ad hoc Commissions shall not be required to follow any open meetings rules that are not applicable to such Commission under state law.

7.2 Meeting Times and Agenda Order.

All regulatory Commissions shall be subject to these rules. Each Commission shall set their own agenda.

7.3 Commissions with Rulemaking, Independent Regulatory, or Quasi-Judicial Authority.

In no specific order: Planning and Zoning Commission, Building and Standards Commission, and Board of Adjustment. These may be referred to herein as “Regulatory Commissions”.

7.4 Commissions without Regulatory Authority.

In no specific order: Lago Vista Parks and Recreation Advisory Commission, Lago Vista Airport Advisory Board, Lago Vista Economic Development Advisory Commission, Lago Vista Library Advisory Board, Lago Vista Golf Course Advisory Commission, Lago Vista Youth Advisory Commission, and any additional non-regulatory city Commissions that are created.

7.5 Appointments.

City Council Members shall review applications of all eligible applicants for vacant positions on the City’s Commissions. Each Council Member assigned as Liaison to a Commission shall nominate appointees to the specific Commission. City Council shall vote to approve or deny nominations, by majority vote, until such time as all vacancies have been filled on the specific Commission.

7.6 Commission Members’ Service.

Members appointed to Regulatory Commissions shall serve 2-year terms in accordance with the City Charter. Members appointed to Commissions that *do not have* rulemaking, independent regulatory, or quasi-judicial authority shall also serve 2-year terms, serve at the will of the Council, and may be removed, replaced, or not reappointed at the discretion of City Council by majority vote, with or without cause. When conducting the business of the City, appointed members of all Commissions shall follow the Rules of Procedure set forth for the City Council. Members of Commissions are selected in order of best qualified in accordance with the criteria adopted by ordinance for the specific body, but secondarily by lack of membership on any other Commission so as to encourage a broad base of citizen participation.

7.7 Open Government Training.

Upon initial appointment, within 90 days of taking the oath of office or assuming duties, all Commission members shall be required to watch the Texas Public Information Act and the Texas Open Meetings Act training videos as provided by the Office of the Attorney General. At the conclusion of the training video, the appointee will be given an opportunity to print from the Attorney General’s website a Certificate of Completion. The certificate should be filed with the city secretary, as proof of Open Government training.

7.8 Council Liaisons and Commissions.

1. Definition of Liaison

Liaison: a person who establishes and maintains communication for mutual understanding and cooperation (Merriam-Webster Dictionary).

2. Council Liaison

With City Council approval, a Council member may serve for a calendar year as the City Council's Liaison (i.e., representative) to an organization, and may be reappointed for subsequent years. A Liaison is responsible for facilitating communication, collaboration, and coordination with the designated organization, and with regular reporting and accountability to the City Council. There are typically Council Liaisons to four types of organizations:

- a. a county-wide or regional policy or governing body or inter-governmental organization, such as Travis County Tax Appraisal District, Emergency Service Districts, Property Owners Associations, etc.; and
- b. A community organization, such as arts, business, or social service organizations; and
- c. A governing or inter-agency Commission, such as the Planning and Zoning Commission, Building and Standards Commission, or Board of Adjustment; and
- d. A citizen advisory Commission of the city, whether or not the City Charter calls for an ex-officio Council member, such as the Airport Advisory Board, the Library Advisory Board, Economic Development Advisory Committee, Parks and Recreation Advisory Committee, and the Golf Course Advisory Committee.

3. Council Liaison Procedures

Individual members of the City Council may be assigned as liaisons whose duties involve staying current with a group or activity by attending meetings or conferring with members and keeping the City Council informed. Liaisons may advocate City Council actions on behalf of their assigned group or activity. Liaisons' functions and duties may be further defined and/or directed by the mayor or mayor pro tem, in the absence of the mayor, with concurrence of the City Council.

4. Duties and Expectations of a Council Liaison

- a. A Council member acting as a Liaison to a Commission is not a member of the Commission. Rather, the Councilmember is a positive resource to support the Commission in the completion of its work, subject to the rules stated below.
- b. Council members, including the council liaison, shall act at all times in accordance with the City Ethics Policy's admonition to avoid the appearance of impropriety, and shall not intentionally or knowingly attempt to influence a Commission's recommendations or decisions with their own opinions, except as provided in the limited examples included as follows:
 - i To provide factual information to help support the discussions and deliberations of Commissions;
 - ii To answer Commission member questions;
 - iii To listen attentively and seek clarification regarding actions and recommendations of the Commission as needed so as to be able to be the primary two-way communication channel between the Commission and City Council; and

- iv To suggest issues for the Commission to consider as it deliberates an agenda item; or to pose questions for the Commission to address when it votes on an item on the agenda, if it appears that the Commission is unaware of such considerations.
- c. The Council liaison shall work to ensure that the Commission is only taking actions or doing work that is within the scope of the Commission as determined or approved by the City Council. The liaison can do this, for example, by reminding the Commission of the scope of work that the City Council set for the Commission.
- d. The Council liaison shall report on items and issues from their assigned Commission meetings, and shall bring to the Council, via an agenda item or during routine reports of the council liaisons, any requests from the Commission, such as the following:
 - i Questions raised by a Commission about the Commission's scope of work; and
 - ii Requests from the Commission to change the Commission's scope of work; and
 - iii Requests for expenditures of the city resources to further the Commission's work (money, staff time, or other resources); and
 - iv Requests from the Commission to place an item on a Council meeting agenda; and
 - v Items that are liaison or staff-initiated topics that need City Council input or need feedback to the Commission.

5. Selecting, replacing, and training of Commission members

- a. The council liaison takes the lead in filling vacancies, reviewing applications with the chair, and interviewing candidates for the Commission. No candidate can be nominated to a Commission without an application on file. The city council shall call for applications to be submitted by applicants in the October/November time frame and then makes appointments in the December timeframe. Vacancies that occur at other times will be filled by applicants that submitted applications during the typical October/November timeframe or subsequently. Should the list of candidates be exhausted, the City Council can make the decision to publicize the acceptance of additional applications outside the normal October – December timeframe.
- b. The council liaison is responsible for resolving any issues with a Commission member in consultation with the Commission chair and city attorney as appropriate. If the issue is with the Commission chair, the council liaison will resolve the issue in consultation with the mayor and city attorney as appropriate. If the issue is judged to be of a nature that requires the full council to review and adjudicate, then the issue will be brought to the council for action within a timely manner. If a council member becomes aware of a situation with a Commission member that is not being handled by the associated council liaison, the council member will discuss the issue with the council liaison. If the council liaison continues to not address the situation, the other council member shall bring the issue to the mayor and city attorney for evaluation.
- c. Possible actions of the Council include:
 - i. **No Action.** The City Council chooses to take no action.

- ii. ***Private Censure.*** The City Council may choose to privately censure the offending member.
 - iii. ***Public Censure.*** The City Council may choose to publicly censure the offending member through a resolution passed by supermajority vote and entered into the public record.
 - iv. ***Removal.*** If the violation is severe enough in nature, the council; may make the decision to remove the member from the Commission.
- d. Removal of a chairperson is brought to council for resolution by the liaison, working with the mayor. Any actions to remove a Commission member must conform with rules covered in the city charter, ordinances, and state law.
 - e. The council liaison and staff liaison are responsible for securing any training requirements for new or replaced Commission members. This includes appropriate legal and/or specific subject- matter content training. This may require expenditure of funds for registration and/or travel that would need to be included in the City’s budget.

6. Selecting and replacing council liaisons

- a. After elections each November, the city council members will discuss each Commission, current liaison assignments, proposed changes, and make liaison assignments for the upcoming year.
- b. When a problem exists with a council liaison, the Commission chair will approach the mayor to discuss issues and resolutions related to the council liaison. The mayor will bring suggested resolutions to the full council for possible action.

7. Selecting Commission officers

Each January, each Commission is required to elect a chair, vice-chair, and secretary from among its members.

8. Planning and reporting of the annual work plan of the Commission

- a. At the beginning of each calendar year, each Commission other than the Board of Adjustment will conduct a workshop to lay out objectives for the year that tie to the Comprehensive Master Plan and create an annual work plan. The Planning and Zoning and Building and Standards Commissions generally have their work brought to them but shall develop work plans to update ordinances when necessary.
- b. The Commission and related department head will review the Commission’s annual work plan once a year.
- c. Every June or July, the Commission chair will report to the city council the progress on the Commission’s annual work plan. Objectives and priorities will be adjusted as required.

9. Preparing and publishing the agendas

- a. The Commission chair will have the ultimate responsibility for creating the agenda for each meeting of non-regulatory Commissions. City staff will have the ultimate responsibility for bringing forward to the Commission chair the relevant development applications for inclusion in the agenda for each meeting of Regulatory Commissions.

- i. The Commission chair is responsible for accumulating desired agenda items from the other Commission members, and city staff.
 - ii. If council liaison would like an item included on a Commission's agenda, he/she will bring that item before city council for discussion, consideration and possible action followed by the council liaison reporting back to city council the actions of the Commission on said item.
 - iii. If an item is presented by the council liaison acting on behalf of the City Council, the Commission chair cannot withhold the item from the agenda.
 - iv. If a department head or Council liaison brings forward an item that is a development application or other matter with mandatory timelines, the Commission chair cannot withhold the item from the agenda.
 - v. The Commission chair has the authority to interact with the council liaison and the department head related to the Commission for the purpose of gathering appropriate information that should accompany agenda items. Should the Commission chair feel he/she needs access to other city staff, he/she will do so through city manager.
 - vi. The agenda should be emailed to the department head related to the Commission a minimum of seven (7) days prior to the scheduled meeting, copying the city secretary and the council liaison. The department head will provide any feedback about necessary alterations, which the chairperson will be responsible for making and then forwarding to the appropriate city staff for legal posting.
- b. When deemed appropriate by the council liaison (i.e., agenda items that involve acquisition or divestiture of city assets, the expenditure of city funds, etc.), the Commission chair and council liaison will be jointly responsible for:
 - i. determining what supporting material should be provided in a packet to the Commission prior to the meeting.
 - ii. accumulating the appropriate material with support of city staff; and
 - iii. determining which city staff will be required to support the successful conduct of each item on the agenda and making the appropriate arrangements with city staff to attend the meeting.
- c. Staff shall confirm that any application for consideration by a Commission or council is complete and shall prepare and publish the associated staff report before posting or publishing any required notices.
- d. If a staff report or recommendation includes reference to an ordinance, statute, or other regulation, then staff shall include a copy of the relevant and pertinent provisions of the current version of such ordinance, statute, or regulation in the packet of materials provided to the applicable Commission, or council.
- e. If a staff report or recommendation includes reference to a property, a map or maps are required to be added to the agenda item.
- f. The Commission secretary (whether Commission member or city staff depending on whether it is a state mandated Commission), chairperson, or related department head is responsible for the distribution of final agenda and packet items to Commission members and council liaison.

10. Roles in Commission meetings

- a. Appropriate city staff and council liaison are permitted in executive sessions for their designated Commissions as appropriate for the items to be discussed.
- b. The secretary is required to take notes or audio recordings and prepare the minutes of the meeting (except for state mandated Commissions where city designated staff will record and prepare the minutes).
- c. A council liaison plays a limited role in the operation of a Commission meeting.
- d. The council liaison has no voting rights in such meetings.
- e. Council members, including the council liaison, shall act at all times in accordance with the City Ethics Policy's admonition to avoid the appearance of impropriety, and shall not intentionally or knowingly attempt to influence a Commission's recommendations or decisions with their own opinions, except as provided in the limited examples included as follows:
 - i. To provide factual information to help support the discussions and deliberations of Commissions;
 - ii. To answer Commission member questions;
 - iii. To listen attentively and seek clarification regarding actions and recommendations of the Commission as needed so as to be able to be the primary two-way communication channel between the Commission and City Council;
 - iv. To suggest issues for the Commission to consider as it deliberates an agenda item; or to pose questions for the Commission to address when it votes on an item on the agenda, if it appears that the Commission is unaware of such considerations; and
 - v. To act as Parliamentarian for the Commission.
- f. All the above apply equally to open and executive session segments of a Commission meeting.
- g. A council liaison attends all meetings of his or her assigned Commissions, and if the council liaison cannot attend a meeting in person, he or she should attend such meeting by video conference call or arrange a replacement council member.
- h. The Council liaison shall work to ensure that the Commission is only taking actions or doing work that is within the scope of the Commission as determined or approved by the City Council. The liaison can do this, for example, by reminding the Commission of the scope of work that the City Council set for the Commission.

11. Subcommittees

- a. Commissions may make use of subcommittees (a non-quorum subset of the Commission) to analyze issues and bring back recommendations to the full entity.
- b. To appropriately create a subcommittee, an item must be placed on the Commission's official agenda to discuss and possibly take action on the issue at hand and the use of a subcommittee to help study and derive recommendations on the issue. The full body can discuss the issue and vote to create a subcommittee to review the issue and report back information and recommendations to the full body. When creating a subcommittee, the full body in its motion should specify:
 - i. The issue the subcommittee will review;

- ii. The members of the subcommittee (no more than 1 less than a quorum of the full body); and
- iii. The time frame within which the sub-committee will operate.

TABLE OF MOTIONS AND POINTS OF ORDER

MOTION/ORDER	REQUIRES SECOND	DEBATABLE	AMENDABLE	VOTE TYPE
Basic Motion	Yes	Yes	Yes	Simple
Motion to Amend	*	No	Yes	N/A
Motion to Adjourn	Yes	No	No	Simple
Motion to Recess	Yes	No	Yes	Simple
Motion to Fix the Time to Adjourn	Yes	No	No	Simple
Motion to Table	Yes	No	No	Simple
Motion to Limit Debate	Yes	No	No	Super
Motion to Object to the Consideration of an Item	Yes	No	No	Super
Motion to Suspend Rules	Yes	No	No	Super
Motion to Reconsider	Yes	Yes	Yes	Simple
Point of Privilege	No	No	No	N/A
Point of Order	No	No	No	N/A
Motion to Appeal	Yes	Yes	No	Simple
Call for Orders of the Day	No	No	No	N/A
Withdraw a Motion	No	No	No	N/A
Motion to Enforce	Yes	No	No	Simple
Motion to Hire/Fire the City Manager	Yes	Yes	Yes	At least 5 votes

- For the purposes of these rules, amendments are not debatable and only require the approval of the member who made the original motion and any member who seconded the motion. An amendment to an amendment, requires first the approval of the member who made the original amendment and secondly the approval of the members who made the original motion and seconded the motion.

HOME RULE CHARTER



Amended 2021

**HOME RULE
CHARTER OF THE
CITY OF LAGO VISTA, TEXAS
[AS AMENDED NOVEMBER 2021]**

PREAMBLE

We, the people of Lago Vista, Texas, do hereby establish this Home Rule Charter to grant full authority and power of local government to the City of Lago Vista, Texas, and to reserve powers to the people as provided in this Charter. The City of Lago Vista shall have all the authority and powers of local government that are not inconsistent with state law, subject to the powers reserved to the people herein. The purpose of this charter is to establish and maintain an effective system of home rule government resulting in an overall better environment for the health, safety, and welfare of the residents of the City.

**ARTICLE I
INCORPORATION, FORM OF GOVERNMENT
AND BOUNDARIES**

Section 1.01 Incorporation. The inhabitants of the territory and geographic area shown on the official map of the City of Lago Vista, Texas as being within the boundaries of the City hereby incorporate the City of Lago Vista as a Texas home-rule municipal corporation. Such territory and area is and shall continue to be a body politic and corporate, in perpetuity, under the name of the "City of Lago Vista", hereinafter the "City", with such powers, privileges, rights, duties, and immunities as herein provided.

Section 1.02 Form of Government. The municipal government shall be a Council-Manager form of government. All powers of the City will be vested in an elected City Council, hereafter known as the Council, subject to the limitations of state law and this Charter. The Council shall enact local legislation, adopt budgets, determine City policies and appoint a City Manager. The City Manager shall be responsible to the Council for the management and administration of the City government.

Section 1.03 Boundaries. The boundaries of the City are hereby established as above provided, with the intent that such boundaries are as were provided and intended by the original incorporation of the City of Lago Vista, Texas, in August 1984, as modified and amended by subsequent annexations and dis-annexations. The corporate limits of the City shall be as now and as hereafter established, extended and modified.

Section 1.04 Annexation and Dis-annexation.

- a. Annexation by City Council. The Council shall have the power, by ordinance, to annex property, to fix the boundaries of the City and to provide for the alteration or extension of said boundaries, pursuant to the laws of the State of Texas, now or as may be amended.

- b. Dis-annexation. The City Council may, by ordinance, dis-annex any territory within the corporate boundaries of the City if the City Council determines that the territory is not necessary or sustainable for City purposes.

(Rev. November 6, 2018)

(Rev. November 2, 2021)

ARTICLE II POWERS OF THE CITY

Section 2.01 General. The City is a home-rule city. Accordingly, the City shall have full and complete power of local self-government and all authority and powers, both defined and implied, that are not inconsistent with state law. The City shall further have all other and additional authority and powers now or hereafter granted to home-rule cities by state law.

The City may:

- a. Use a corporate seal;
- b. Contract and be contracted with;
- c. Sue and be sued; provided that such power shall not be construed as a waiver of governmental immunity;
- d. Co-operate with other government entities;
- e. Acquire any property, whether real, personal or mixed, by purchase, gift, devise, lease, or condemnation, inside or outside the City limits;
- f. Sell, lease, mortgage and control such property as its interests may require;
- g. Construct, own, lease and operate public utilities;
- h. Establish rates and otherwise regulate public utilities and service providers, and entities using the public streets and rights-of-way, to the fullest extent not inconsistent with state law;
- i. Assess, levy and collect taxes;
- j. Borrow money on the faith and credit of the City by the issuance of bonds, certificates of obligation, warrants or notes of the City, or by lease-purchase;
- k. Appropriate money;
- l. Pass and enforce ordinances and provide penalties for ordinance violations;
- m. Preserve and promote the health, safety, and welfare of local citizens; and
- n. Exercise all municipal powers, functions, rights, privileges and immunities of every name and nature except those prohibited by state or federal law.

Section 2.02 General Powers Adopted. The enumeration of powers in this Charter is not exclusive. The City shall have all powers incident to local self-government, both direct and

implied, that it would be possible to individually and specifically list in this Charter. The enumeration of special powers herein or in any state law making a grant of power and authority to a home-rule city shall not be held or construed to preclude the City from exercising all other powers of local government not inconsistent with the Constitution, the laws of the State of Texas, and the reservations to the people contained in this Charter. The purpose of this Charter is to enlarge upon the power extended by the general and special laws to cities, and to secure to the City, all the powers of local government possible to be conferred on the city under the Texas Constitution.

Section 2.03 Eminent Domain. The City shall have full power and right to exercise the power of eminent domain for any public purpose or as necessary or desirable to carry out any power conferred by this Charter or state or federal law. The City shall have and possess the power of condemnation for any public purpose even though such power of eminent domain is not otherwise specifically enumerated in this Charter or in state law. The City may exercise the power of eminent domain in any manner authorized or permitted by state law and, in those instances in which state law does not authorize, permit or establish the procedures, method of establishing value, or other requirements for condemnation and the exercise of the power of eminent domain, the City Council shall by ordinance establish the process, rules and procedures for valuing the property and the property interests to be condemned.

The City shall not, however, use the power of eminent domain to acquire land that is owned by a property owners association and that is dedicated and used as parkland, for use as a City park.

Section 2.04 Zoning. For the purpose of promoting the public health, safety, and general welfare and protecting and preserving places and areas of historical, cultural or architectural importance, the Council shall have full power and authority to regulate and control the use of land, to zone and re-zone land within the City and to adopt ordinances, rules, and regulations governing the same to the fullest extent not inconsistent with state law.

Section 2.05 Rights Reserved. All suits, taxes, penalties, fines, forfeitures, and all other rights, claims and demands, of every kind and character, which have accrued under the laws in favor of the City, heretofore in force governing the same, shall belong to and vest in the City and shall not abate by reason of the adoption of this Charter, and shall be prosecuted and collected for the use and benefit of the City and shall not be in any manner affected by the taking effect of this Charter; but, as to all of such rights, the laws under which they shall have accrued shall be deemed to be in full force and effect. The budget and all ordinances, rules and regulations of the City shall be and remain in effect, subject to the terms of this Charter and the future discretion and vote of the Council. All present commissions, boards, officers and employees of the City shall continue in office subject to the provisions of this Charter, including, but not limited to, the provisions governing election and removal, and the authority conferred on the City Manager and the Council by this Charter.

Section 2.06 Streets and Public Property. The City shall have exclusive dominion, control, and jurisdiction, in, upon, over, and under the public streets, sidewalks, alleys, highways, public squares, public ways, and public property within the corporate limits of the City. With respect to all such facilities and public property, the City shall have the power to acquire establish, maintain,

alter, abandon, or vacate the same; to regulate, establish, or change the grade thereof; to control and regulate the use thereof; and to abate and remove in a summary manner any encroachment. The City may develop and improve, or cause to be developed and improved, any and all public streets, sidewalks, alleys, highways, and other public ways within the City by laying out, opening, narrowing, widening, straightening, extending, and establishing building lines along the same; by purchasing, condemning, and taking property thereof; by filling, grading, raising, lowering, paving, repaving, and repairing, in a permanent manner, the same; by constructing, reconstructing, altering, repairing and realigning curbs, gutters, drains, and sidewalks, culverts and other appurtenances and incidentals in connection with such development and improvements; and may make or cause to be made any one or more of the kinds or classes of development and improvement authorized hereinabove, or in any combination or parts thereof.

ARTICLE III THE CITY COUNCIL

Section 3.01 Number, Selection, and Term of Office. The City Council shall be the legislative and governing body of the City and have control of all the City finances, property, functions, services, affairs and programs subject only to the terms and provisions of this Charter. The City Council shall consist of a Mayor and six (6) Council Members. When used in this Charter or any other City document "Councilperson", "Councilmember" or "Council Member" includes the Mayor unless the context indicates otherwise.

The Mayor shall be elected from the City at Large. The Council Members shall be elected from the City at Large, by Place. Each seat on the Council, except for the position of Mayor, will be numbered, and the place numbers shall be Place 1 through Place 6. The Council Member occupying a particular seat will be identified by the Place number assigned to that council seat. The Mayor and the three Council Members occupying places 1, 3, & 5 shall be elected in odd numbered years and the three Council Members occupying Places 2, 4, & 6, shall be elected in even numbered years. The candidate who receives the largest number of votes for a particular office shall be declared elected for that office. Elections shall be held in the manner provided in Article V of this Charter.

The terms of office for all members shall be two (2) years. Office terms shall commence at the first regular Council meeting after a member of the Council has been declared elected. The Council shall, at the first regular City Council meeting following the taking of office of all new members after each scheduled general City election, elect from among its membership a Mayor Pro-Tem. The Mayor Pro-Tem shall act as Mayor during the disability or absence of the Mayor and in this capacity shall have the rights and duties conferred upon the Mayor.

Section 3.02 Qualifications. All candidates for City elective office shall:

- a. Meet all the requirements for the office prescribed by state law;
- b. Be a registered voter residing in the City for at least one (1) year prior to the date of the election;
- c. Be at least 21 years of age by the date of the election;

- d. Hold no other elected public office if elected;
- e. Not be a City employee;
- f. Not be in financial arrears to the City for any reason; and
- g. Not file for more than one (1) office per election.

(Rev. November 3, 2015)

Section 3.03 Judge of Election Qualifications. The City Secretary shall be the judge of the qualifications of all candidates for elected office.

(Rev. November 2, 2021)

Section 3.04 Application for City Office. Each candidate for an elective City office shall make application to have his/her name listed on the ballot in accordance with state law.

Section 3.05 Compensation. Members of the Council and the Mayor shall serve without pay or compensation provided however, that the Council may, at some future date, determine by ordinance, a compensation package. Council Members and the Mayor shall be entitled to reimbursement for reasonable expenses incurred in the performance of their official duties as approved by the Council.

Section 3.06 Mayor.

- a. The Mayor shall be recognized as the head of the City for legal and ceremonial purposes and by the Governor of the State of Texas for all purposes of military law.
- b. The Mayor shall work closely with the Council to obtain legislation in the public interest and with the City Manager to ensure that the same is enforced, preside at all meetings of the Council and provide the leadership necessary to ensure good government.
- c. The Mayor may call special meetings of the Council and any board or commission and set the agenda therefore.
- d. The Mayor shall participate in discussion and vote on all matters coming before the Council but shall have no power to veto.
- e. The Mayor may meet with and obtain information from the City Manager.
- f. The Mayor may consult with and advise the City Manager with respect to any city business or issue.
- g. The Mayor may require any item or items to be included on or deleted from the agenda for a Council meeting. Agenda items which have been specifically requested by two (2) or more Council Members may not be deleted.
- h. The Mayor shall have signatory authority for all legal contracts and commitments of the City but may not bind or obligate the City in any way without prior authorization from the City Council.

- i. The Mayor shall sign all approved ordinances and resolutions.
- j. The Mayor may recommend appointees for boards and commissions.

The Mayor, in time of declared emergency, may govern the City by proclamation and direct the City Manager so as to maintain order and enforce all laws. The Mayor shall have such additional powers as are granted to the office by state law, or by ordinance, not inconsistent with this Charter.

(Rev. November 6, 2018)

Section 3.07 Vacancies. An office of council member may become vacant by reason of the death, resignation, disability, recall, removal or forfeiture provided by law. The Council, at the first regular Council meeting after the vacancy occurs, shall declare the office vacant and initiate action to fill the vacancy in accordance with Section 3.09 of this Charter.

Section 3.08 Removal from Office. The City Council may remove any member of the Council from office for any of the following reasons:

- a. Failure to maintain the qualifications for office required by Section 3.02 of this Charter;
- b. Willful violation of any provision of this Charter, or any provision of the Code of Ethics adopted under Section 11.05 that provides for removal or termination of employment;
- c. Conviction of a felony or a crime involving moral turpitude;
- d. Failure to attend three consecutive regularly scheduled Council meetings without being excused by the Council.

Removal proceedings shall be initiated when a sworn or notarized written complaint charging a member of the Council with an act or omission that constitutes a reason for removal is presented to the Mayor or, if the complaint is against the Mayor, to the Mayor Pro-Tem. The person receiving the complaint shall file it with the City Secretary, who shall provide a copy to the member complained against and all other Council Members. Upon the receipt of a complaint the Mayor, or the Mayor Pro-Tem as appropriate, shall cause the complaint to be initially considered by the City Council for the sole purpose of the Council deciding if the complaint alleges a violation that is grounds for removal and that should be considered in Executive Session. If a majority of the Council finds the complaint alleges a violation that is grounds for removal it shall set a time and date for a hearing in Executive Session on the complaint.

If the Council Member complained against does not resign, the remaining members of the City Council shall conduct a hearing in executive session to take evidence on the complaint, unless a written request to conduct the meeting in public is made by the member complained against. The member complained against shall have a right to representation at the hearing and to question and cross-examine all witnesses but may not vote on the question of removal. Based on the evidence presented at the hearing, the City Council shall, in public session, make a decision whether the member should be removed from office and issue an order setting out its decision. If it determines

by a majority vote of four (4) members that removal is warranted, it shall declare a vacancy to be filled no sooner than the next regular meeting in accordance with Section 3.09. The Council may schedule and reschedule any such hearing for any reason, including convenience to enable attendance by all members of the council. The decision of the City Council shall be final and binding so long as it is made in good faith and, may in the discretion of the Council, include a lesser penalty of censure and/or a fine as provided in the Ethics Ordinance.

Section 3.09 Filling Vacancies. Within thirty (30) days of declaring a vacancy, the Council, by a majority vote of the remaining members of the Council, shall appoint to the vacancy a person possessing the qualifications specified in this Charter. If two or more vacancies exist and there is more than 180 days before a general City election, the remaining members of the City Council shall, within thirty (30) days of the occurrence of the multiple vacancies, call a special election to fill the vacancies for the remainder of the unexpired terms. If there are less than 180 days before the next general City election, or if no uniform election date at which members of the Council may be elected will occur prior to the next general city election, a majority of the remaining members of the Council shall appoint qualified persons to fill the vacancies until the general election. All persons holding office by appointment shall serve only until an election is held to fill that position and the person elected to that position is seated. If no qualified candidate files for election to the office of Mayor or a Council place for any special or general election, the Council shall appoint a qualified person to fill the position until the next general election.

If at any time there are no members of the City Council able to serve, or if a quorum of the Council is not able to serve, the following individuals together with the members of the City Council, if any, remaining and able to serve, shall immediately call an election to fill the City Council vacancies and act as a temporary City Council to conduct City business that is deemed urgent and that should not be postponed until after elections are held: The Chairperson of the Planning and Zoning Commission; and the Chairperson of the Board of Adjustment; and those individuals shall select from any standing City Council Committee that Committee's Chairperson. The temporary City Council shall total five (5).

(Rev. November 3, 2015)

Section 3.10 Dual Office Holding. Neither the Mayor nor any other member of the Council shall hold another City office or City employment during the term of their office. Former members of the Council shall not receive any compensation from the City or hold any compensated appointive City office within one (1) year after their elective office terminates.

Section 3.11 Council Meetings. The Council shall fix the time and dates for regular meetings by resolution and define by ordinance the manner in which meetings are conducted. The Council shall meet at a regular time at least once a month. Special and called meetings shall be held as determined by the Council or called by the Mayor. Notice of all meetings shall be in accordance with state law.

Section 3.12 Quorums. Three (3) members of the Council and the Mayor, or the Mayor Pro-Tem and three council members during the absence of the Mayor, shall constitute a quorum for the purpose of transaction of business. No action of the Council, except as provided in Section 3.09, shall be valid or binding unless adopted in an open meeting with a quorum present, provided

that less than a quorum may adjourn any meeting or canvass an election, and no action or motion shall be passed, approved, adopted, taken or consented to except by a majority vote of the members of Council present and voting; provided that not less than three (3) affirmative votes shall be required to pass, approve, adopt, take action or consent to any ordinance, resolution, action, matter, issue, or motion.

Section 3.13 Rules of Procedure. The Council shall establish by ordinance its procedures for conducting Council meetings. Such ordinance shall provide the citizens, or their representatives, a reasonable opportunity to comment on any matter on the agenda of any regular or special meeting of the Council prior to the Council voting on the matter, and citizen communications shall be an agenda item for all meetings for that purpose. In addition to agenda items, any issue over which the city has jurisdiction may be addressed during citizen communications. All persons present at Council meetings or any public hearing and requesting in writing to be heard may address the Council on the subject of the hearing. The City Secretary shall maintain and record all minutes of all proceedings of the Council, except for Executive Sessions, and make these minutes available to citizens of the City for a reproduction fee.

Section 3.14 Voting. Members of the Council present shall vote and have their votes recorded in the minutes upon every action requiring a vote. Only in the event the vote involves a member's conduct or conflict of interest shall that member abstain, and the reasons for the abstention shall be noted in the minutes. The rules set forth in Section 11.05 shall control conflict-of-interest issues unless a more restrictive provision is established by state law.

Section 3.15 Ordinances in General. The Council shall have the power to adopt, waive, suspend, repeal or amend any ordinance, and provide for the enforcement and punishment of ordinance violations in any manner, not inconsistent with state law. All expenditures of City funds and creation of City indebtedness shall be by ordinance. All such actions shall state, "Be it ordained by the Council of the City of Lago Vista".

An ordinance must be enacted whenever the purpose is to regulate persons, property or both; whenever there is imposed a penalty, fine, forfeiture, or tax; whenever the purpose is to set a rate to be paid by consumers; whenever an ordinance is required by state law or this Charter; or when an ordinance is amended.

(Rev. November 2, 2021)

Section 3.16 Procedure to Enact Legislation. Every ordinance shall be introduced in written or printed form and shall have a clearly summarized and fully descriptive title and caption. The reading aloud of the descriptive caption of the ordinance shall suffice as a reading of the ordinance in its entirety, provided that a written or printed copy thereof has been furnished to each member of the Council prior to such meeting, or at such meeting without objection by a member of the Council. A majority of the members of the Council present and voting may require an ordinance to be read in its entirety. All ordinances to be enacted by the Council shall be considered and the descriptive caption of such ordinance read in open meeting of the Council at a minimum of one (1) Council meeting. Any Council Member may by request made on the record at the meeting require a second reading. The affirmative vote of the majority of the members of the Council

present and voting, except as otherwise required by statute or this Charter, shall be necessary to adopt any ordinance.

The vote upon the passage of all ordinances and resolutions shall be recorded in a book kept for that purpose by the City Secretary. Every ordinance enacted shall be authenticated by the signature of the Mayor or, in the absence of the Mayor, by the Mayor Pro-Tem and the City Secretary, and shall be systematically recorded and indexed in an ordinance book in a manner approved by the Council. It shall be necessary to record only the caption, subject matter and assigned ordinance number or title of ordinances in the minutes of the Council meetings.

(Rev. November 2, 2021)

Section 3.17 Publication and Posting of Ordinances and Other Documents. Except as otherwise required by state law or this Charter, the City Secretary shall give notice of the enactment of every ordinance imposing any penalty, fine or forfeiture and every ordinance relating to the budget, franchises, taxes, or public utilities and public service providers and the setting of the rates, fees and charges thereof. This shall be done by causing the ordinance in full or its caption, including the penalty if any, to be published at least one (1) time in a newspaper of general circulation within the City and posted on the City's website until such ordinance becomes codified into the City's Code of Ordinances. The provisions of this section shall not apply to the correction, amendment, revision or codification of the ordinances of the City in book or pamphlet form. The City Secretary shall also ensure that all Resolutions, Proclamations, and Official Notices be posted on the City's website.

(Rev. November 3, 2015)

Section 3.18 Emergency Meetings and Ordinances. The Council may adopt ordinances and take other action to protect life, property or the public peace at an emergency meeting held in compliance with state law. An emergency ordinance shall be plainly designated as such and shall contain a declaration stating that an emergency exists and describing it in clear and specific terms. The emergency ordinance shall be effective for a maximum period of sixty (60) days from enactment, except as noted below. It may be renewed or re-adopted if necessary by the procedures required for the enactment of a new ordinance. An emergency ordinance may not:

- a. Levy taxes, grant, renew, or extend a franchise;
- b. Regulate rates charged by public utilities;
- c. Authorize the borrowing of money, except as authorized by state law or provided for in Sections 8.06 or 8.10 of this Charter.

Emergency ordinances authorizing the borrowing of money in compliance with state law and Section 8.06 shall not be subject to expiration in sixty (60) days.

Section 3.19 Adoption of Code. The City shall adopt by ordinance a Code of Ordinances. All amendments to the Code of Ordinances shall be codified and maintained by the City Secretary. The City may adopt any standard code, regulations and or standards for buildings, plumbing, electrical, air conditioning and heating, and other trades and construction, and establish appropriate penalties for their violation. Copies of adopted codes, trade regulations and standards

and technical regulations shall be referenced and linked on the City website and made public in a form to allow any competent individual to obtain a copy or view those adopted codes, trade regulations and standards and technical regulations whether by purchase or internet.

(Rev. November 2, 2021)

Section 3.20 Resolutions and Minute Orders. The Council may act by written resolution regarding any subject or matter relating to or dealing with any public purpose or business except as provided in Section 3.15 of this Charter. The enacting clause of every written resolution shall be "Be it resolved by the Council of the City of Lago Vista". The Council may further give instructions to the City Manager, approve bids and contracts, and take other actions regarding the day-to-day business of the City by resolution adopted by motion and vote recorded in the minutes of the Council meeting.

Section 3.21 Investigative Body. The Council shall have the power to inquire into the conduct of any City office, department or agency, inquire into the conduct or qualifications of any officer or employee of the City appointed or confirmed by the Council and make investigations as to municipal affairs. For those purposes the Council may subpoena witnesses, administer oaths and compel the production of books, papers and other evidence material to a specific inquiry. The Council shall establish by ordinance the procedures applicable to the investigations authorized herein and shall set penalties for failure to comply therewith.

Section 3.22 Authority as the Governing Body. The City Council shall have and exercise all the powers and authority of the City, not inconsistent with this Charter, for the benefit of the City and its residents. The Council shall have the power to ordain, alter, waive, amend or repeal and enforce ordinances, resolutions, rules, orders, and regulations, for any public purpose, that are not in conflict with this Charter or state law. The Council shall have the power and authority to provide for any public purpose, including but not limited to recreation, the regulation and control of public property, municipal finances, the preservation of the public peace and good order, the security and protection of the public health, safety and welfare, the promotion of trade, commerce and economic development, the quality of life within and beautification of the City, and any other service, program or activity beneficial to the City and its citizens. The City shall have full and complete power of local self-government to the fullest extent not in conflict with this Charter or state law, including all such authorities and privileges that are now or hereafter provided to cities by state law, and such power and authority both expressed and implied as necessary to accomplish and enforce any such duty, program or public purpose.

Section 3.23 Prohibitions. The Council shall have powers only as a body meeting with a quorum present and no member shall have power to act individually, except where that power may be conferred upon the member in this Charter or by the Council. The individual Council members shall have the right to meet with the Mayor to inquire about any matter or issue and with the City Manager or department head to obtain information deemed necessary to make informed decisions regarding the business of the City. No member of the Council shall give orders directly to the City Manager, and no Council Member shall give orders directly to any other City employee.

(Rev. November 6, 2018)

ARTICLE IV ADMINISTRATIVE SERVICES

Section 4.01 City Manager. The Council shall appoint a City Manager who shall be chosen primarily on the basis of his/her executive and administrative training, experience and ability. The affirmative vote of five (5) members, or more, of the Council shall be required to appoint a person as City Manager or change the City Manager's compensation package. Within six (6) months after employment, the City Manager shall reside within the City limits, unless the Council approves an outside residence. The City Manager shall receive compensation as determined by the Council. The compensation shall be agreed upon prior to employment and the Council may contract with the City Manager to establish the terms of employment. The Council shall reserve the right to raise or lower the compensation at its sole discretion by the vote of five (5) members or more. The City Manager may be removed or suspended at the sole discretion of the Council by an affirmative vote of five (5) members or more of the Council.

The City Manager is the chief executive and administrative officer of the City, responsible to the Council for the efficient administration of all the City's affairs placed in the Manager's charge by or under this Charter. The City Manager shall:

- a. Implement the general policies established by the Council and faithfully enforce all applicable state laws and City ordinances;
- b. Appoint, supervise and/or give direction to all departments, offices, and agencies of the City and hire, suspend or remove any employee of the City except for department heads which require Council approval for employment or removal;
- c. Sign all legal contracts and commitments of the City, but may not bind or obligate the City in any way without prior authorization from the City Council;
- d. Prepare all agendas in conjunction with the Mayor and attend all meetings of the Council except when excused by the Council. He/she shall have the right to take part in all discussions but shall not have a vote;
- e. Prepare and submit the proposed annual budget and administer the approved City budget in accordance with this Charter;
- f. Prepare and present to the Council a complete annual report of the financial and administrative activities of the City for the preceding year. This report shall be due one hundred twenty (120) days after the end of the fiscal year;
- g. Make reports as the City Council may require concerning the operations of City departments, offices, and agencies subject to the City Manager's supervision;
- h. Prepare and submit to the Council monthly financial reports and keep the Council advised on the financial condition and future needs of the City;
- i. Provide staff support services for the Mayor and Council Members, consistent with the intent and requirements of this Charter;
- j. Ensure that all terms and conditions imposed in favor of the City, or its inhabitants, in any public utility franchise or other franchise or contract are faithfully kept and performed. Upon knowledge of any violation thereof, he/she

shall call same to the attention of the City Attorney, whose duty it shall be to advise the City Manager and the City Council of such steps as may be necessary to enforce the same;

- k. Perform other duties as are specified in this Charter, or duties not inconsistent with this Charter as required by the City Council.

The City Manager shall designate by letter filed with the City Secretary, a qualified administrative officer of the City, subject to approval by the Council, to perform the duties of the City Manager in his/her absence or disability from his/her duties. No member of the Council shall act as City Manager. No member of the Council shall, during the time for which he or she is elected, or for one year thereafter, be appointed City Manager.

The Council, except as provided for in Section 3.06 of this Charter, shall direct and supervise the City Manager only by majority vote. Except for the purposes of inquiries and investigations under this charter, the City Council or its members shall deal with employees who are subject to the supervision of the City Manager solely through the City Manager. Neither the Council nor its members shall give orders to or in any way exercise the influence of their office on such officer or employee, either publicly or privately, except as otherwise provided in this Charter.

(Rev. November 3, 2015)

(Rev. November 6, 2018)

(Rev. November 2, 2021)

Section 4.02 City Secretary. The City Manager, subject to approval by the Council, shall appoint a City Secretary. The City Manager shall employ such assistant City Secretaries as the Council authorizes. Except as otherwise required by state law or ordinance, the City Secretary shall:

- a. Keep an accurate register of all laws, resolutions and ordinances of the City, and attend all meetings of the Council unless excused by the City Manager;
- b. Keep the corporate seal;
- c. Take charge of and preserve the books, pages, documents, files, contracts, and other records of the City;
- d. Prepare all notices required under any state law or regulation or any ordinance of the City;
- e. Keep a register of bonds and bills issued by the City and all evidence of debt due and payable to the City, noting the relevant particulars and facts as they occur;
- f. Perform all other duties required by law, ordinance, resolution, or order of the City Manager.

Section 4.03 Municipal Court. A municipal court, designated as the Municipal Court of the City of Lago Vista, is hereby established. The court shall have jurisdiction over all matters, offenses and issues as now or hereafter provided by state law, and all other matters, offenses and issues as provided by ordinance not inconsistent with state law. The Municipal Judge and any Associate Municipal Judges deemed necessary shall be nominated by the City Manager, and appointed by

the Council. Compensation for the Municipal Judge and any Associate Judges shall be set by the City Council. A Court Clerk and such deputies as deemed necessary by the City Council shall be appointed pursuant to City Ordinance and State law. The Court Clerk and any deputies shall have the power to administer oaths and affidavits, make certificates, affix the court seal and perform any and all duties authorized by state law or ordinance, or directed by the city manager. All costs, fees, special expenses and fines imposed by the Municipal Court shall be paid into the City Treasury for the use and benefit of the City unless otherwise required by state law.
(Rev. November 2, 2021)

Section 4.04 City Attorney. The City Manager shall appoint a City Attorney subject to approval by the Council. The City Manager may also appoint other attorneys to assist the City Attorney as may be deemed necessary and approved by the Council. The City Attorney and any appointed associates shall be duly licensed to practice law in the State of Texas. The City Attorney shall be the legal advisor for the Council and all offices and departments of the City. The City attorney and any approved associate attorneys may represent the City in litigation and legal proceedings that may arise.

Section 4.05 City Police. A Police Department headed by a Chief of Police shall be established to maintain order within the City and to protect citizens from threats or violence and their property from damage or loss. The Chief of Police shall be appointed by the City Manager subject to approval by the Council. The Chief of Police must be a licensed peace officer in the State of Texas and have verifiable experience which qualifies him/her for the position. This experience may have been gained in the service of police agencies outside the State of Texas either from another state or with a Federal agency. The Chief of Police shall be responsible for the operation of the Police Department and shall enforce state law and all the ordinances of the City. He/she shall perform such other associated duties as the City Manager may require and shall, upon approval of such documents by the City Manager, establish and maintain written procedures relating to police administration, policies and procedures.

Section 4.06 Human Resources. The City shall be an equal opportunity employer and the service of each officer and employee shall be "at will". The administration of human resources of the City shall be governed by written rules and regulations to be known as "Personnel Policies". The City Manager or his/her designee shall prepare such policies and recommend their adoption to the City Council. Such policies shall not be inconsistent with this Charter and will become effective when approved by the Council by ordinance. All policies so adopted and not inconsistent with this Charter shall have the force and effect of law. No person related, within the second degree by affinity or within the third degree by consanguinity, to the Mayor or to any member of the Council or to the City Manager shall be employed or appointed to any office, position or clerkship of the City. This prohibition shall not apply however, to any person who shall have been employed by the City at least six (6) months prior to and at the time of the election or appointment of the officer related in the prohibited degree.

Section 4.07 Other and Additional Departments. There shall be such administrative departments as are required to be maintained by this Charter, and as are established by ordinance, all of which shall be under the control and direction of the City Manager except as herein provided.

Other and additional departments may be recommended by the City Manager but shall be established by ordinance.

ARTICLE V NOMINATIONS AND ELECTIONS

Section 5.01 City Elections. Beginning with the general City election to be held in 2016 and for each successive general City election, the general City election shall be held annually on the uniform election date in November in accordance with the election laws of the State of Texas. All terms of office for all members shall be as set forth in Section 3.01. The Council shall fix the places for holding such election, and the City Secretary shall give notice of the election in the manner required by the laws of the State of Texas. The Council may, by ordinance, call special elections as required or authorized by state law or this Charter. The Council shall fix the time and places for such special elections, direct the City Secretary to give notice thereof and provide all means for holding same. A certified list of registered voters residing within the City shall be obtained by the City Secretary for each election. All City elections shall be held in accordance with state law, this Charter, and the ordinances, resolutions and orders adopted by the Council for the conduct of elections. The Council shall provide for the election, appoint election judges and other officials and shall determine and provide for their compensation and for all other expenses of holding municipal elections. In the absence of state law providing regulations for the conduct of any election, or any related action or procedure, the council shall provide such regulations by ordinance.

(Rev. November 6, 2018)

(Rev. November 2, 2021)

Candidates shall follow these rules:

- a. No candidate for office, including incumbents, may withdraw their candidacy and refile in the same election; and
- b. No candidate may file for more than one office or position number per election; and
- c. Incumbents seeking re-election must file for the same position that he or she presently holds; and
- d. An elected Councilmember, filing for office of Mayor, shall file for election fifteen (15) days on or before the filing deadline; and
- e. An elected Councilmember, filing for office of Mayor, shall resign from the office presently held on or before the canvassing date.

(Rev. November 3, 2015)

Section 5.02 Official Ballots. The name of each candidate for office, except those who may have withdrawn, died, or become ineligible prior to the preparation of the ballot, shall be printed on the official ballots without party designation or symbol. In elections for members of the Council, the order of the names of the candidates on the ballot shall be in accordance with state law and

shall be determined by lot in a drawing to be held under the supervision of the City Secretary. Early voting shall be governed by state law. The ballot for all propositions and measures shall be established by ordinance. Each proposition shall be presented for voting by ballot title, which may differ from the measure's legal title, and a clear, concise statement objectively describing the substance of the measure. The content and form of the ballot shall be determined by ordinance. Procedures for write-in votes shall be governed by state law.

Section 5.03 Canvassing. The election judges and officials appointed by the Council shall determine, record and report the results of any general or special City election in accordance with state law. In accordance with said laws, the Council shall, after an election, meet, canvass, and officially declare the results of the election as to candidates and questions. Unless provided otherwise by state law, elections shall be canvassed not less than three or more than eight days after the date of the election. The returns of every municipal election shall be recorded in the minutes of the Council.

Section 5.04 Election. Candidates for the Council shall file for a specific office, designated by Place number or Mayor, and the Mayor and the Council Member for each Place shall be elected by plurality vote. In the event no candidate for an office receives a plurality of the votes cast for that office in the general or special election, the Council shall, upon completion of the official canvass, order a run-off election among the candidates who tied for the highest number of votes. The run-off election shall be held on the third Saturday following the canvass of the vote in the general or special election.

ARTICLE VI INITIATIVE, REFERENDUM, AND RECALL

Section 6.01 Power of Initiative. The people of the City reserve the power of direct legislation by initiative, and in the exercise of such power, may propose any ordinance not in conflict with this Charter or state law, except an ordinance appropriating money or repealing an ordinance appropriating money, levying taxes, zoning land, annexing land, or setting rates, fees or charges. Any initiated ordinance may be submitted to the Council by a petition signed by qualified voters of the City equal in number to at least ten (10) percent of the number of registered voters who resided in the City at the time of the last general City election. When such a circulated petition has been certified as sufficient by the City Secretary, the Council shall proceed in compliance with this article.

Section 6.02 Power of Referendum. The people reserve the power to approve or reject at the polls any legislation enacted by the Council which is a proper subject for the initiative process under this Charter, except for the limitations specified in this Article and in Section 8.10. An ordinance enacted for the immediate preservation of the public peace, health or safety is not subject to referendum if it contains a statement declaring a specific emergency and the requirement for immediate and urgent action. Referendum petitions shall be signed by qualified voters of the City equal in number to at least fifteen (15) percent of the number of registered voters who resided in the City on the date of the last general City election. When such a petition

has been certified as sufficient by the City Secretary, the Council shall proceed in accordance with the requirements of this article.

Section 6.03 Petition Requirements for Ordinances. Initiative petitions shall contain the full text of the proposed legislation in the form of an ordinance including a descriptive caption. Referendum petitions shall contain the full text of the disputed ordinance. All petitions shall be prepared, submitted, circulated and certified in accordance with the requirements of this article.

Section 6.04 Commencement of Proceedings. Any five (5) qualified voters of the City may commence an initiative, referendum or recall proceeding by filing with the city secretary a statement signed by them, together with the complete form of a petition proposed to be circulated, including signature pages and the full text of the initiative ordinance, the ordinance reconsidered, or the grounds for the recall, as applicable. Any ordinance set forth in the petition shall be complete and in proper form including the caption.

The City Secretary shall place the time and date on the petition and documents when filed and may refer the same to the City Manager for subsequent forwarding to the City Attorney for review and recommendation for compliance with this charter if deemed appropriate; provided that neither the City Secretary nor the circulators of the petition shall be bound by any recommendation made by the City Attorney. The City Secretary shall examine the filing for sufficiency as to form and, if certified, place the time and date of the certification for circulation on such petition and documents. The City Secretary shall provide a certified copy of such filing as certified for circulation to the person presenting same and file a copy of the certified documents and petition in the archives of the city.

The circulated petition must be returned and re-filed with the City Secretary within forty-five (45) days after the date the petition is certified for circulation. Signatures obtained prior to the date of such certification shall be invalid and a petition returned after the expiration of forty-five (45) days shall not be considered.

Section 6.05 Initiative Petition. When the Council receives an initiative, petition certified by the City Secretary to be sufficient, the Council shall either:

- a. Adopt the initiated ordinance without amendment within thirty (30) days after the date of the certification to the Council; or
- b. Submit the initiated ordinance without amendment to a vote of the qualified voters of the City. The election on the proposed ordinance shall be held on the next available uniform election date authorized by state law that is forty-five (45) days or more after the expiration of the thirty (30) days provided in (a) above. The called special election may coincide with a general City election should such City election fall within that specified period; or
- c. At an election, submit to a vote of the qualified voters of the City the initiated ordinance without amendment, and an alternative ordinance on the same subject proposed by the Council. The election on the proposed ordinance shall be held on the next available uniform election date authorized by state law that is forty-five days or more after the thirty days provided in (b) above. The called election may

coincide with a general City election should such City election fall within the specified period. If an initiative ordinance and an alternate ordinance proposed by the Council are submitted at an election and either of such ordinances receives a majority vote, only the ordinance receiving the highest number of votes shall be adopted.

No ordinance on the same subject as an initiated ordinance which has been defeated at any election may be re-initiated by voters within two (2) years from the date of such election. Special elections on any initiated ordinance shall not be held more frequently than once every twelve (12) months.

Section 6.06 Referendum Petition. When the Council receives a referendum petition certified by the City Secretary as sufficient, the Council shall either:

- a. Cancel the ordinance specified in the petition if it has not gone into effect; or
- b. Repeal the referred ordinance within thirty (30) days if it has gone into effect; or
- c. Submit the referred ordinance to the voters at an election. The election on the referred ordinance shall be held on the next available uniform election date authorized by state law that is forty-five (45) days or more after the expiration of the thirty (30) days provided in (b) above. The called election may coincide with a general City election should such general City election fall within that specified period.
- d. No ordinance on the same subject as the referenced ordinance which has been defeated at any election may be re-submitted to the voters within two (2) years from the date of such election. Special elections on any referred ordinance shall not be held more frequently than every twelve (12) months.

Section 6.07 Ballot Form and Results of Election. The ballot used in voting upon an initiated or referred ordinance shall comply with Section 5.02(d) and set forth on separate lines the words, "For the Ordinance" and "Against the Ordinance". A referred ordinance, an initiated ordinance and any alternative ordinance proposed by the Council, which are submitted at the same election shall be appropriately identified as the initiated or referred ordinance and as the ordinance proposed by the Council. Any number of ordinances may be voted upon at the same election in accordance with the provisions of this Article. A referred ordinance which is not approved by a majority of the votes cast shall be deemed thereupon repealed. An ordinance submitted and receiving an affirmative majority of the votes cast shall thereupon be effective as an ordinance of the City. An ordinance so adopted may not be repealed or amended by the Council prior to the expiration of two (2) years after the election at which it was adopted.

Section 6.08 Power of Recall. The people of the City reserve the power to recall the Mayor or any other member of the Council and may exercise such power by filing with the City Secretary a valid petition demanding the removal of the Mayor or a Council Member(s). Such petition shall be signed by qualified voters of the City equal in number to at least ten (10) percent of the number of registered voters who resided in the City at the time of the last general City election. The petition shall be signed and verified as required by Section 6.12 and shall contain a specific

statement of the grounds for which the removal is sought. One of the signers of each petition shall make an affidavit that the statements therein made are true. A separate petition is required for each elected official to be recalled. The recall petition process shall begin with the filing of a written notice of intent with the City Secretary. This notice shall be signed by five (5) qualified voters of the City and shall state the name of the elected official to be recalled. The filing date of this notice shall be the formal beginning of the recall process. All petition signatures shall be collected and the petition filed with the City Secretary in accordance with the requirements specified in Section 6.12.

(Rev. November 2, 2021)

Section 6.09 Recall Election. Within fifteen (15) business days after the date of the filing of the papers constituting the recall petition, the City Secretary shall certify the signatures and petition as sufficient or insufficient, and, if sufficient, present such certified petition to the Council at the next regular meeting for which the required notice may be given.

The Council member(s) whose removal is sought may, after such recall petition has been presented to the Council, request in writing to the Council at the next regular meeting that a public hearing be held to permit that officer, and a representative of the petitioners, to present facts pertinent to the charges specified in the recall petition. In this event, the Council shall order such public hearing to be held not less than five (5) business days nor more than fifteen (15) business days after receiving such request for public hearing.

If the officer whose removal is sought does not resign, then it shall be the duty of the Council to order an election. The election shall be held on the next authorized uniform election date for which notice may be given as required by state law. Said called election may coincide with a general City election should such a City election fall within the specified period.

Section 6.10 Results of Recall Election. If an equal number or a majority of the votes cast at a recall election shall be against removal of the Mayor or Council Member(s) named on the ballot, he/she shall continue in office. If a majority of the votes cast at such election be for the removal of the Mayor or Council Member(s) named on the ballot, the Council shall immediately declare the office vacant and such vacancy shall be filled in accordance with the provisions of Section 3.9. A Mayor or Council Member thus removed shall not be a candidate to succeed himself/herself in an election called to fill the vacancy thereby created.

Section 6.11 Limitations on Recall. No recall petition may be filed against any officer of the City within six (6) months after his/her election or appointment, or within the three (3) months preceding the expiration of his/her term of office, or more than once during any two (2) year term of office.

(Rev. November 2, 2021)

Section 6.12 Petition Form and Certification. Petitions for initiative, referendum and recall shall:

- a. Be written;
- b. Be signed in ink or indelible pencil by qualified voters as the person's name appears on the most recent official list of registered voters;
- c. Include each person's residence address including street and number and printed name;
- d. Include the date each signature is affixed. Signatures need not be affixed to only one paper. However, one of the signers of each separate petition shall make an affidavit that they, and they only, personally circulated such petition and that each signature appended thereto was made in their presence and is the genuine signature of the person whose name it purports to be. No signature shall have been placed on the petition prior to the date certified for circulation under Section 6.04 nor more than forty-five (45) days after that date. Identical copies of the petition may be circulated, filed as one petition, and the signatures of the several petitions aggregated, provided that in every instance a complete petition is circulated and all signatures are made on a complete petition.
- e. Within fifteen (15) business days after a petition is filed, the City Secretary shall examine the petition and certify the petition as sufficient or insufficient and submit the results to the Council at the next regular meeting for which notice may be given. The certification shall clearly state the number of persons found on the petition who are qualified to vote and the number of persons found on the petition who are not qualified to vote. If the certificate of the City Secretary shall show a petition to be insufficient, the City Secretary shall notify the person(s) filing the petition, and it may be amended within ten (10) working days from the date of such notice by filing additional papers signed and submitted as provided for in the original petition. Within ten (10) working days after such additional papers are filed, the City Secretary shall examine the said papers and certify as to their sufficiency. If the petition is still found to be insufficient, the City Secretary shall return the petition to the person filing same, provided, however, that upon finding the total petition to be insufficient, no new petition covering the same subject matter shall be filed until one year shall have elapsed from the date of filing of the original petition.

ARTICLE VII BOARDS AND COMMISSIONS

Section 7.01 Establishing Boards and Commissions. The Council shall have authority to establish, by ordinance, such boards and commissions as it may deem necessary for the conduct of the business and affairs of the City. Except as otherwise provided by state law, each such board and commission shall be advisory and the composition, authority, functions, and responsibilities thereof and the qualifications and procedures for the appointment and removal of their members

shall be set forth in the enabling ordinance. All existing boards and commissions heretofore established shall be continued in accordance with the ordinance or resolution pursuant to which each has been created until the Council shall by ordinance repeal or amend the ordinance or resolution. The Council shall make appointments to boards and commissions unless otherwise provided by ordinance. The term of each appointee shall be as described in the enabling ordinance.

Section 7.02 Qualifications and Terms of Office. In addition to any qualifications prescribed by ordinance, each appointee to City boards and commissions shall:

- a. Be a registered voter of the City;
- b. Be a resident of the City and have resided therein for at least twelve (12) consecutive months preceding his/her appointment; and
- c. Not be in financial arrears to the City for any reason.

The above provisions shall not preclude the Council from waiving the voter and residency requirements for less than a quorum of the members of a board or commission that has advisory powers only, when it is deemed to be in the best interests of the City. The waiver shall apply only to the number of members specified in the ordinance establishing the board or commission, which number shall be less than a majority of the members of the board or commission.

Section 7.03 Planning and Zoning Commission. A Planning and Zoning Commission is established to perform such duties and functions as are required or authorized by state law, this Charter and the enabling ordinance. The number of members and additional duties of the Planning and Zoning Commission shall be provided by ordinance.

Section 7.04 Board of Adjustment. A Board of Adjustment is established to perform such duties and functions as required or authorized by state law, this Charter, and the enabling ordinance.
(Rev. November 3, 2015)
(Rev. November 6, 2018)

ARTICLE VIII FINANCIAL PROCEDURES

Section 8.01 Fiscal Year. The fiscal year of the City shall begin on the first day of October of each year and end on the thirtieth day of September of the following year.

Section 8.02 Submission of Budget. The City Manager, prior to August first of each year, shall submit to the Council a proposed budget for the ensuing fiscal year and an accompanying budget message.

Section 8.03 Budget Message. The City Manager's budget message shall outline the Capital Improvement Program and the proposed financial policies for the ensuing fiscal year, with

explanations of any substantive change from the previous year in expenditures and any major changes of policy, along with a complete statement regarding the financial conditions of the City.

Section 8.04 Budget. The budget shall provide a complete financial plan of all City funds and activities for the ensuing fiscal year. It shall contain all items and contents required by State law. The total of proposed expenditures shall not exceed the total of estimated income plus any accumulated surplus. The budget shall indicate at least:

- a. An estimate of all revenue from taxes and other sources, including the present and proposed tax rate and the estimated property evaluation for the ensuing year;
- b. A carefully itemized list of proposed expenses by office, department and agency for the budget year, as compared to actual expenses of the last ended fiscal year and the present year-to-date;
- c. A description of all outstanding bond indebtedness, showing amount, purchaser, date of issue, rate of interest and maturity date, as well as any other current indebtedness of the City;
- d. A statement proposing any capital expenditures deemed necessary to undertake during the ensuing budget year and recommended provisions for financing.

Section 8.05 City Council Action on Budget. At the Council meeting when the proposed budget is submitted, the Council shall call a public hearing for a set time, date and place. Notice of such public hearing shall be published in a newspaper of general circulation in the city and such notice shall include the date, time, place and subject thereof. The notice shall be published at least ten (10) days before the date of the public hearing, and, at the hearing, interested citizens may express their opinions concerning items of expenditure, giving their reasons for wishing to increase or decrease any item of expense. After the public hearing, the Council may adopt the proposed budget with or without amendment. In amending the proposed budget, it may add or increase programs or amounts and may delete or decrease any programs or amounts, except expenditures required by law or for debt service, provided that no amendment to the budget shall increase the authorized expenditures to an amount greater than total estimated income plus any accumulated surplus. The Council shall adopt the budget by ordinance. If it fails to adopt the budget by September 30th, the budget proposed by the City Manager shall go into effect until such time as the Council adopts a budget.

Section 8.06 Amendments after Adoption. If during the fiscal year, the City Manager certifies there are available for appropriation revenues in excess of those estimated in the budget, the Council by ordinance may make supplemental appropriations for the year up to the amount of such available funds. To meet a public emergency affecting life, health, property or the public peace, the Council may make emergency appropriations. The Council shall have the power to borrow money on the credit of the City and to issue certificates of obligation, time warrants, notes or other evidence of debt in order to cover any emergency. If at any time during the fiscal year it appears probable to the City Manager that the revenues available will be insufficient to meet the amount appropriated, the City Manager shall report to the Council without delay, indicating the estimated amount of the shortfall, any remedial action taken and recommend any other steps to be taken. The Council shall then take such action as it deems necessary to prevent or minimize

any deficit, and for that purpose it may by ordinance reduce one or more appropriations. At any time during the fiscal year, the Council may, by ordinance, transfer part or all of the unencumbered appropriation balance from one department to the appropriation for other departments or purposes: The City Manager may transfer part or all of any unencumbered balances among programs within a department and shall report such transfers to the Council in writing in a timely manner.

Section 8.07 Lapse of Appropriations. Every appropriation, except an appropriation for a capital expenditure, shall lapse at the close of the fiscal year to the extent that it has not been expended or encumbered. An appropriation for a capital expenditure shall continue in force until expended, revised or repealed; but the appropriation shall expire if three (3) years pass without any disbursement from or encumbrance of the appropriation.

Section 8.08 Capital Improvement Program. The City Manager shall prepare and submit to the Council a five (5) year Capital Improvement Program ("CIP") at the same time each year as he/she submits the proposed budget. The CIP shall specify Year 1 as and in conjunction with the proposed annual operating budget and carry plans forward through the subsequent years. The following budget year, Year 2 of the CIP (with or without amendment) becomes Year 1 and the plan is extended out another year to maintain the five-year horizon. The Capital Improvement Program shall include:

- a. A clear general summary of its contents;
- b. A list of all capital improvements and other capital expenditures which are proposed to be undertaken during the five (5) years next ensuing, with appropriate supporting information as to the necessity for each;
- c. Cost estimates and recommended time schedules for each improvement or other capital expenditure;
- d. The method of financing proposed for each capital project expenditure;
- e. The estimated annual cost of operating and maintaining the facilities to be constructed or acquired; and
- f. Any capital improvements contemplated in any proposed annexation or the Annexation Plan.

The CIP shall be revised and extended each year with regard to capital improvements pending or in process of construction or acquisition.

Section 8.09 Public Records. Copies of the budget, capital improvements program and appropriation and revenue ordinances shall be public records and shall be made available to the public at suitable places in the City.

Section 8.10 Bonds and Other Financial Obligations. The Council shall have the power to borrow money on the credit of the City and to issue bonds, certificates of obligation, warrants, notes or other evidences of indebtedness for permanent public improvements or for any other public purpose not prohibited by state law or this Charter. Notwithstanding any other provision

of this Charter to the contrary, ordinances authorizing the issuance of bonds, certificates of obligation, warrants, notes or other evidences of indebtedness, or ordinances authorizing the levy of taxes or the pledge of revenues to secure payment of indebtedness, shall require two (2) readings. Any petition protesting issuance of bonds or certificates of obligation shall comply with applicable State law and any election held shall be conducted in the manner for bond elections under Chapter 1251, Government Code. The issuance of bonds, certificates of obligation, warrants, notes or other evidences of indebtedness shall be subject only to the following limitations:

- a. No general obligation bonds, other than refunding bonds, shall be issued except as approved by a majority vote of the citizens voting at an election held for such purpose;
- b. No indebtedness or obligation shall be issued except in compliance with the requirements of state law;
- c. No form of indebtedness other than general obligation bonds approved by public vote may be issued without a public hearing being held;
- d. Prior to the required public hearing notice of such hearing shall be published once a week for three consecutive weeks in a newspaper of general circulation in the City;
- e. The published notice shall clearly summarize the relevant statutory provisions providing for a petition and election; give the time, date and place at which the public hearing will be held, and the time, date and place at which the issuance of the indebtedness is planned to be authorized; and the manner and funding source proposed for the payment of the debt obligations; and
- f. The authorization for bonds authorized but not issued shall expire ten years after the date of authorization.

(Rev. November 2, 2021)

Section 8.11 Issuance of Tax Obligations; Petition and Election. Regardless of any other sources for payment of bonds, certificates of obligation, warrants, notes or other evidences of indebtedness, if any such obligation pledges ad valorem taxes, the debt instruments may not be issued unless the City publishes notice of its intention to issue these debt instruments. The notice shall be published as required by state law, and if not required by state law it shall comply with this section. The notice must be published once a week for two consecutive weeks in a newspaper, as defined by Subchapter C, Chapter 2051, Government Code, as amended, that is of general circulation within the City, with the date of the first publication to be before the 14th day before the date tentatively set for the passage of the order or ordinance authorizing the issuance of the certificates. The notice shall state the:

- a. Time and place tentatively set for the passage of the order or ordinance authorizing the issuance of the certificates or obligations;
- b. Maximum amount and purpose of the certificates or other obligations to be authorized; and

- c. Manner in which the debt instruments will be paid for, whether by taxes, revenues, or a combination of the two.

Unless provided otherwise by state law, if before the date tentatively set for the authorization of the obligations, the City Secretary receives a petition, signed by qualified voters equal in number to at least five (5) percent of the number of registered voters in the City at the time of the last general city election, protesting the issuance of the debt instruments, the City may not authorize the issuance of the obligations unless the issuance is approved at an election ordered, held and conducted in the manner provided for bond elections under Texas law.

(Rev. November 2, 2021)

Section 8.12 Issuance of Revenue and General Obligation Bonds. The City shall have power to borrow money for the purpose of constructing, purchasing, improving, extending, or repairing public utilities, recreational facilities, or facilities for any other self-liquidating municipal function not now or hereafter prohibited by state law, and to issue revenue bonds to evidence the obligation thereby created. Such bonds, when issued, shall be a charge upon and payable solely from the properties acquired or interest therein and the income there from, and shall never be debt of the City. The Council shall have authority to provide for the terms and form of any purchase agreement, contract, mortgage, bond or document desired or necessary for the issuance of revenue bonds and the acquisition and operation of any such property or interest.

Section 8.13 Compliance with State law. The City shall have the power to borrow money on the credit of the city and to issue general obligation bonds for permanent public improvements or for any other public purpose not prohibited by state law, and to issue refunding bonds to refund outstanding bonds of the City previously issued. All bonds shall be issued in conformity with the state law.

Section 8.14 Interest and Sinking Fund. The Council shall levy an annual tax sufficient to pay the debt service and maintain the required interest and sinking fund on all outstanding general obligation bonds of the City, and all other bonds as required by state law or bond covenant. The interest and sinking fund for each such bond issue shall be deposited in a separate account and shall not be diverted to or used for any other purpose during the time that any such bond is outstanding, other than to pay the interest and principal on such bonds. The interest and sinking fund maintained for the redemption of any debt may be invested in any interest-bearing bond of the United States of America, the State of Texas, or any other investment authorized by law.

Section 8.15 Independent Audit. At the close of each fiscal year and at such other times as it may be deemed necessary, the Council shall cause an independent audit to be made of all accounts of the City by a certified public accountant. The certified public accountant shall have no personal interest, directly or indirectly, in the financial affairs of the City or any of its officers. Upon completion of the audit, the auditor shall make a public report to the Council and the audited financial statement shall be filed with the City Secretary.

Section 8.16 Purchasing and Contracts. All sales of City property, purchases made, and contracts executed by the City shall be made in accordance with the applicable state law

governing competitive bids. If state law does not govern and regulate purchasing and competitive bidding by home-rule cities, the Council shall provide such regulations by ordinance.

ARTICLE IX TAXATION

Section 9.01 Powers of Taxation. The Council shall have the power to levy all types of taxes that are not inconsistent with state law, including, but not limited to, motel/hotel occupancy taxes, occupational taxes, use taxes, alcohol taxes, and ad valorem taxes on all real, personal and mixed property within the City that is not exempt from taxation.

Section 9.02 Procedures. The procedures, limitations and requirements for the levy, assessment and collection of any tax or lien therefore shall be as established by state law; provided that, if not established by state law, such procedures, limitations and requirements shall be established by ordinance.

Section 9.03 Tax Lien and Liability. All taxable property within the City on the first day of January each year shall stand charged with a special lien in favor of the City for ad valorem taxes, and the owner of such property on that date shall be personally liable therefore, until the tax and all related penalties and interest on that property are paid. All such taxes, penalties and interest may, if not voluntarily paid, be collected by the City as authorized by state law, or by the City withholding the payment of any debt or obligation owed to such owner or person by the City; by reducing the amount of any debt owed to such owner or person by the City by an amount equal to the unpaid taxes, penalties and interest; or otherwise by counter-claim and offset in any legal proceeding.

Section 9.04 Collection of Taxes. The City may contract with the Travis County Tax Assessor-Collector or any other qualified entity to collect taxes for the City. The Council may create a city office or a department with the duties of tax collection. If created, the city manager shall appoint an individual as City Tax Collector to collect taxes and to perform such other duties as assigned. The Tax Collector shall give a fidelity bond, the cost to be borne by the City. The amount of such bond shall be set by the Council but shall not be less than the amount of tax collections under his or her control at any one time. All taxes due the City shall be payable at such place as authorized by state law or the City Council. All taxes due the City shall be due and payable when and as provided by state law or ordinance. Ad valorem taxes may be paid at any time after the tax rolls for the year have been completed and approved. If the due date for ad valorem taxes is not set by state law or ordinance, the due date shall be the 1st day of February following the levy, and all such taxes not paid on or before the due date shall be deemed delinquent and shall be subject to such penalty and interest as provided by law. The City Council may provide further by ordinance that all delinquent taxes due the City may be paid in installments. Failure to levy and assess taxes shall not relieve the persons, firm, corporation or property so omitted from obligation to pay such current or past-due taxes, and all such persons, entities and property shall be and remain liable for the taxes that would have been assessed for any prior or current year had the property been rendered or the taxes levied and assessed.

ARTICLE X FRANCHISES AND PUBLIC UTILITIES

Section 10.01 Public Services and Utilities. The City shall have the full power and authority to:

- a. Buy, own, construct, lease, maintain and operate within and without the limits of the City a system or systems of gas, electricity, telephone, sewage, sanitation, water, parks, airports, swimming pools, race tracks, transportation, communications, golf courses, cemeteries, cable television, or any other public service or utility;
- b. Purchase, manufacture, produce, sell or provide its own electricity, gas, water or any other product, good, article or commodity that may be required or desired by the public for municipal purposes, and contract with any person, entity or utility to accomplish any such purpose;
- c. Distribute and/or sell any utility, commodity or service, and mortgage, encumber and operate any public utility or public service system;
- d. Regulate and control the distribution of utilities and services within the City and establish standards of service and quality of products;
- e. Establish and enforce rates to be paid by consumers and users of any utility or service provided within the City, and, if provided by the City, outside of the City.

These powers shall be vested in the Council and the Council may exercise the power of eminent domain to acquire all or part of the property of any public utility or public service provider within the City whenever found by the Council to be in the public interest for carrying out the objectives of providing utilities or services within the City. Any such eminent domain or condemnation proceeding shall be according to the procedures and the methods of establishing the value of the property and facilities as provided by state law, and if such procedures or methods are not so provided by state law as reasonably provided by ordinance.

Section 10.02 Franchises. The Council shall have the power and authority to grant franchises for the use and occupancy of streets, avenues, alleys and any and all public property belonging to or under the control of the City. No individual, organization, entity, political subdivision, corporation, public utility, or any provider of public service shall provide any service within the City requiring the use or occupancy of any street, public right-of-way or property without first being granted a franchise or permit to use such City facilities. The franchise ordinance or permit shall fully describe the terms of the agreement and, regardless of the title given, shall be subject to the terms of this Article. The terms of such agreements shall be explicit so as to protect the interests of the citizens and shall include but not be limited to the terms prescribed in this Charter. No franchise ordinance or permit shall be granted prior to a public hearing for which ten (10) days-notice is given.

Section 10.03 Franchise Limitations. No exclusive franchise shall ever be granted, unless specifically provided for by state law, and franchises shall be transferable only upon authorization

of the Council expressed by ordinance. A franchise may not be transferred except to a person, firm or entity taking all or substantially all of the franchise's business in the City. The expiration date of all franchises shall be specified, and the term thereof may be extended or renewed only by ordinance.

Section 10.04 Franchises for Public Utilities. The Council shall have the power to grant, amend, renew or extend by ordinance, or to deny, the franchise of all public utilities of every character serving the City, including, but not limited to, persons or entities providing electricity, gas, water, sewage, or telephone service, or any similar commodity or utility to the public. The effective period of public utility franchises may be set by the Council but shall not exceed twenty (20) years unless such extended term is specifically approved by a majority of the qualified voters at an election held for that purpose.

Section 10.05 Franchises for Public Services. The Council shall have the power to grant, amend, renew or extend by ordinance, or deny, the franchise of all providers of public services to the City. Public services include, but are not limited to, ambulance services, cable television services, transportation services, sanitation services, and any other service or business using the public streets or property within the City to provide service. The effective period of public service franchises may be set by the Council but shall not exceed ten (10) years.

Section 10.06 Regulation of Franchises. All grants of franchises as authorized in this Charter shall be subject to the right of the Council to:

- a. Determine, fix and regulate the charges, rates or compensation to be charged by the person or entity granted a franchise;
- b. Repeal the franchise by ordinance at any time upon the failure or refusal of the franchisee to comply with the terms of the franchise, this Charter, or any applicable City ordinance or state law, or any valid rule of any regulatory body;
- c. Establish standards and quality of products or service;
- d. Require such expansion, extension and improvement of plants and facilities as are necessary to provide adequate service to all the public and to require that maintenance of facilities be performed at the highest reasonable standard of efficiency;
- e. Prescribe the method of accounting and reporting to the City so that the franchisee will accurately reflect the expenses, receipts, profits and property values used in rendering its service to the public. It shall be deemed sufficient compliance with this requirement if the franchisee keeps its accounts in accordance with the uniform system established by an applicable federal or state agency for such service;
- f. Examine and audit at any time the accounts and other records of any franchisee and to require annual and other reports prescribed in the franchise ordinance;
- g. Require such compensation, regulatory, rental and franchise fees as may not be prohibited by law;

- h. Impose such regulations and restrictions as may be deemed desirable or conducive to the health, safety, welfare and accommodation of the public;
- i. Require every franchise holder to allow other franchise holders to use its facilities if the Council considers such joint use to be in the public interest. In the event of joint use, reasonable terms of use may be imposed by, and a reasonable rental paid to the owner for the use of the facility. If the franchise holders are unable to agree on terms and/or rentals for the joint use of facilities, the Council shall, after notice and hearing, set reasonable terms and fix a reasonable rental application to such joint use;
- j. Require the franchisee to restore at its expense all public or private property to a condition equal to or better than that before being damaged or destroyed by the franchisee.

Section 10.07 Penalty Authorized. The Council shall have the power and authority to review any franchise at any time and to assess a penalty against the franchisee for its failure to comply with the franchise, this Charter, the ordinances of the City or the laws of the State. If in the opinion of Council, the requirements of the franchise, Charter, ordinances or state law are not being complied with, the Council shall so notify the franchisee in writing stating the provisions the franchisee has failed to comply with and setting a time for a hearing and deadline for correction of the noncompliance. The Council may assess and enforce a reasonable penalty based upon the facts, issues and circumstances determined at the hearing if noncompliance is found. If the franchisee does not correct the noncompliance within a reasonable time established by the Council for correction, the Council may repeal or cancel the franchise.

Section 10.08 Franchise Value not to be Allowed. In determining the just compensation to be paid by the City for any public utility or public service property or facilities which the City may acquire by condemnation or otherwise, no value shall be assigned to any franchise granted by the City.

Section 10.09 Extensions. Unless provided otherwise in the franchise or limited by a certificate of convenience and necessity held by the franchisee, franchisees shall be required to extend services to all parts and portions of the City. All extensions of any public utility lines, conduit, pipe or systems shall become a part of the aggregate property of the public utility and shall be subject to all the obligations and rights prescribed in this Chapter and the franchise. The right to use and maintain any such extension shall terminate with the franchise.

Section 10.10 Other Conditions. All franchises heretofore granted are recognized as contracts between the City and the franchisee and the contractual rights as contained therein shall not be impaired by the provisions of this Charter except:

- a. The power of the City to exercise the right of eminent domain to acquire the property and assets of the utility is reserved;
- b. The general power of the City to regulate the rates and services of a utility including the right to require adequate and reasonable extension of plant and

service and to require that maintenance of facilities be performed at the highest reasonable standard of efficiency shall be enforced;

- c. The Council shall review each franchise at its first renewal date subsequent to the adoption of this Charter and shall cause the franchise, if renewed, to meet the provisions of this Charter; and no rights shall be vested in the franchisee with regard to any renewal based upon the terms, conditions or limitations expressed in any such existing franchise.

Section 10.11 Election Required. No City owned electric utility, gas, water, sewer, cable television, or telecommunications system, park, swimming pool, or other utility shall ever be sold or leased without authorization by a majority vote of the qualified voters of the City voting at an election held for such purpose.

Section 10.12 Contracts Concerning City Property. The Council shall have the power to grant, amend, renew or extend contracts as follows:

- a. When not detrimental to the public interest and there will be no inconvenience or expense to the public, the Council may grant a license to occupy a small area of property for any purpose for which licenses are commonly used by Texas cities;
- b. For the operation and management of City owned facilities such as swimming pools, civic centers, parks, golf courses, water and wastewater treatment plants and any other such property; provided that no such contract shall be let except upon opportunity for competitive bids and proposals, not to exceed a term of five (5) years unless approved at an election held for such purpose.

ARTICLE XI GENERAL PROVISIONS

Section 11.01 Oath of Office. All officers of the City shall, before entering upon the duties of their respective offices, take and subscribe to the official oath prescribed by the state constitution. The oath shall be administered by a person authorized by state law to administer oaths.

Section 11.02 Bonds for City Employees. The Council may require good and sufficient bond or equivalent be given by appointed officers or employees handling funds of the city, and may require bond of other officers or employees in its discretion. The expense of any such bond shall be paid by the City.

Section 11.03 Public Records. All public records of the City shall be open to inspection and copying by the public, subject to rules, regulations and exceptions provided by state law and the Council. However, records permitted to be closed to the public by state law shall not be considered public records for the purposes of this section. The Council may, by ordinance, provide for the accurate and permanent copying or reproduction of public records by microfilm or other photographic process.

Section 11.04 Conflicts of Interest and Standards of Conduct. No City official or employee, either elected, appointed or employed, shall have any personal financial interest, direct, indirect or otherwise in any City contract or transaction or by reason of ownership or stock in any corporation or contract with the City; provided, however, that the provision of this section shall only be applicable when the stock owned by the officer or employee exceeds one percent of the total capital stock of the corporation. Willful violation of this section by the person or corporation contracting with the City shall render the contract void. Furthermore, breach of this section shall constitute malfeasance in office, resulting in forfeiture of office or position, by any officer or employee that has an interest in any such contract and participates in the award of any the contract. The Council shall by ordinance establish rules, procedures and methods of enforcement and penalties relative to conflict of interest and equal treatment.

Section 11.05 Ethics Policy and Code of Conduct. The Council shall adopt and from time to time modify and amend an ordinance providing an ethics policy and code of conduct applicable to the officers, employees, boards and commission members of the City. The ethics policy and code of conduct may provide penalties for violations, up to and including removal from office, on the concurrence of the Council or the City Manager, as applicable.

Section 11.06 Acceptance of Gifts. No officer or employee of the City shall accept directly or indirectly, any gift, favor, privilege or employment from any utility, corporation, person or entity having a franchise or contract with, or doing business with, or seeking to do business with the City. This section shall not be interpreted to include any pen, pencil, calendar, cap or similarly valued item distributed by any such company for advertising purposes.

Section 11.07 Notice of Claim Against City. Except as provided for by the state constitution or a statute in conflict herewith, the City shall not be liable for any damages, attorney fees, costs of court, or other monies regarding any matter whatsoever, unless notice shall have first been given the City in compliance with this section, as follows:

- a. Before the City shall be liable for any damage, claim or suit, attorney fees or costs of court, arising out of or for any personal injury or damage to property, or violation of any statutory right or duty, the person who is injured or whose property has been damaged, or someone on his or her behalf, shall give the City Manager or the City Secretary notice in writing duly certified within ninety (90) days after the date of the alleged damage, injury, or violation of statutory duty or right, stating specifically in such notice when, where, and how the injury or damage was sustained, setting forth the extent of the injury or damage as accurately as possible, and giving the names and addresses of all witnesses known to the claimant upon whose testimony the claimant is relying to establish the injury or damage. In case of injuries resulting in death, the person or persons claiming damage shall within ninety (90) days after the death of the injured person give notice as required above.
- b. Before the City shall be liable for any damages, attorney fees, court costs, or monies whatsoever, whether arising out of an action authorized by statute for declaratory judgment or similar relief, or for equitable remedy, or for any damage, claim or suit arising out of contract, the person who seeks such remedy, relief or

damage, or someone on his or her behalf, shall give the City Manager or the City Secretary notice in writing not less than thirty (30) days prior to the filing of such claim, suit or cause of action, stating specifically the allegations of and basis for such claim, suit or request for remedy, the facts, contract provisions or circumstances supporting the same, the specific remedy or damages sought, the names of all City officers and employees complained of, and giving the names and addresses of all witnesses known to the claimant upon whose testimony the claimant is relying to establish the injury or damage; and upon request of the City Manager or the City Council meet, confer and negotiate with the City for the purpose of reaching an acceptable compromise and settlement.

Section 11.08 Exemption from Execution and Garnishment. All property and assets of the City shall be exempt from execution and shall not be liable for sale or appropriation by writ of execution. All funds of the City, possessed by any person, firm, or corporation or other entity, shall be exempt from execution and not be liable to garnishment, attachment, or sequestration, on account of any debt the City may owe or funds or property it may have on hand owing to any person. The City and its officers and agents shall not be required to answer a writ of garnishment of City property on any account whatever. The City shall not be obligated to recognize any withholding or assignment of wages or funds by its employees, agents, or contractors except as required by state law.

Section 11.09 Power to Settle Claims. The Council shall have the sole authority to compromise and settle any and all claims and all suits of every kind and character in favor of or against the City, except suits by the City to recover delinquent taxes.

Section 11.10 Bribery Prohibited. No person who seeks appointment, employment, or promotion with respect to any City office or employment shall, directly or indirectly, give or pay any money or other thing of value, or render any service, or offer to so give, pay or render, any valuable thing to any person for or in connection with his/her proposed or actual appointment, hiring or promotion.

Section 11.11 Political Activities of City Officers and Employees. No City officer or employee, who receives wages or a salary from the City, shall in any manner solicit or assist in soliciting any assessment, subscription or contribution for any political purpose whatever from any City officer or employee, nor shall such person receive any contribution to the campaign fund of any other candidate for City office, or participate in the management of the campaign fund of any other candidate for City office. No member of, or candidate for, the council shall in any manner request or solicit any salaried officer or employee of the City to make a political contribution to any candidate for an elective office.

Any person who by himself or with others violates any of the provisions of this section shall be guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine of \$500. Any person convicted under this Section shall be ineligible to hold any City office or position for a period of five (5) years after conviction; and shall immediately forfeit his City office, employment or position.

Section 11.12 Separability. It is hereby declared that the sections, paragraphs, sentences, clauses and phrases of this Charter are severable and, if any word, phrase, sentence, paragraph or section of this charter should be declared invalid by a final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining words, phrases, clauses, sentences, paragraphs or sections of this Charter, since the same would have been enacted without the incorporation of any such invalid word, phrase, clause, sentence, paragraph or section. If any provision of this Charter shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect any other provision or application of this Charter which can be given effect without the invalid provision, and to the fullest extent possible this Charter shall be construed and read in a manner to give effect to the original intent and meaning of this Charter as modified only by the deletion of such invalid word, phrase, clause, provision or section, and to this end the provisions of this Charter are declared to be severable.

Section 11.13 Charter Amendment. Amendments to this Charter must be formulated and submitted to the voters of the City in the manner prescribed by state law.

Section 11.14 Charter Review. The Council shall appoint a Citizens Review Committee comprised of residents of the City to periodically review the Charter after its adoption. Charter reviews shall be conducted at least every four (4) years. The Council shall appoint a minimum of three (3) members and no more than six (6) members to serve for a twelve (12) month term, and such term may be extended by the Council. The Committee shall inquire into the operations of the City government as related to the Charter and review the Charter to determine if amendments should be recommended. Public hearings may be held, and the Committee shall have the power to compel the attendance of City officers or employees and may require the submission of the City records necessary to review. The Charter Review Committee shall make a written report of its findings and recommendations to the Council, including any proposed amendments.

Section 11.15 Construction of Charter. The powers and authority granted in this Charter shall be liberally construed as general grants of power, and the limitations on the powers of the Council and City government specifically set forth in this charter shall be liberally construed in the same manner as the Constitution of Texas is construed as a limitation on the powers of the Legislature. Except where expressly prohibited by this Charter, each and every power which would be competent for the people of the City to expressly grant to the City under the Constitution of Texas shall be construed to have been granted to the City by this Charter. Consistent with the intent of this Charter that the City have full power of self-government, the listing or inclusion of specific powers and authority in this Charter shall never be interpreted or construed as a limitation of the City's powers, or as excluding any power or authority not specifically listed. And, to that end, when this Charter refers to grants or limitations on the powers of the City as provided by state law, the term "state law" shall include "federal law" unless the context clearly shows otherwise.

Section 11.16 Reservation of Defenses. Nothing contained in this Charter or in any ordinance or contract of the City shall be construed to mean the City waives any rights, privileges, defenses or immunities provided under common law, or state or federal law. No such right, privilege, defense or immunity may be waived except by the City Council acting in a public meeting to settle or compromise a claim, dispute or lawsuit.

Section 11.17 Applicability of General Laws. In addition to the powers conferred by the Constitution of the State of Texas and statutes applicable to home-rule cities, as now or hereafter enacted, and by this Charter and the ordinances enacted pursuant hereto, the City shall also have the power to exercise any and all powers conferred by the laws of the State of Texas upon any other kind of City, town or village, not contrary to the provisions of said home-rule statutes and this Charter. However, no limitation or restriction applicable to general law cities shall extend to the City, and the exercise of any such powers by the City shall be optional in the discretion of the City Council.

Section 11.18 Submission of Charter to Voters. The Charter Commission, in preparing this Charter, concludes that it is impractical to segregate each subject so as to permit a vote of "yes" or "no" on the same, because the Charter is so constructed that in order to enable it to work and function it is necessary that it be adopted in its entirety. For this reason, the Charter Commission directs that said Charter be voted upon as a whole and that it shall be submitted to the qualified voters of the City at an election to be held for that purpose on November 02, 2004. Not less than thirty (30) days prior to an election, the Council shall cause the City Secretary to mail a copy of this Charter to each qualified voter of the City as appears from the latest certified list of registered voters.

If a majority of the qualified voters voting in such election shall vote in favor of the adoption of this Charter, it shall become the Charter of the City of Lago Vista. After the returns have been canvassed, the same shall be declared adopted; and the City Secretary shall file an official copy of the Charter with the records of the City. This Charter shall take effect immediately following adoption by the voters and shall be fully operable within one (1) year after adoption.

The City Secretary shall furnish the Mayor a copy of said Charter, which copy of the Charter so adopted, authenticated and certified by his signature and seal of the City, shall be forwarded by the Mayor to the Secretary of State of the State of Texas and shall show the approval of such Charter by majority vote of the qualified voters voting at such election.

Editor's note-This charter was originally adopted by the voters of the city at an election held November 2, 2004 and has been subsequently amended at elections held on November 3, 2015, on November 6, 2018 and on November 2, 2021.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 6, 2024

SUBMITTED BY: Tracie Hlavinka, City Manager

SUBJECT: Discussion, consideration, and possible action regarding call for applications for a Charter Review Committee.

BACKGROUND: As a result of the Public Hearing on May 13th, Mayor Pro Tem Marion, along with Councilor Prince, requested a discussion at the first meeting in June regarding a call for applications for a charter review committee. In the course of email communications on this matter, Mayor Pro Tem Marion and Councilor Prince also noted that initiating this committee and preparing viable information for a November 2024 ballot may not be achievable.

FINDINGS: The City Secretary has provided that the November 5, 2024, election must be ordered by Monday, August 19, 2024. The order must specify the measures to be voted on. Therefore, all propositions for any charter amendments would need to be finalized no later than August 1, 2024, to allow enough time for staff to prepare a Council agenda item for the approval of all propositions to be included in the order for election.

FINANCIAL IMPACT: N/A



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 6, 2024

SUBMITTED BY: Cobby Caputo, City Attorney

SUBJECT: Discussion, consideration, and possible action on Resolution 24-2062; a resolution of the City Council of Lago Vista, Texas, publicly censuring Mayor Kevin Sullivan for willful violation of the City Charter.

BACKGROUND: At the Special Called Council Meeting on May 13, 2024 the City Council voted 5-1 to publicly censure Mayor Sullivan for willful violation of the City Charter. The City Attorney was directed to bring the Council a Resolution of Censure to consider at its June 6, 2024 regular meeting.

FINDINGS: A draft Resolution of Censure drafted by the City Attorney is attached, to serve as a starting point for the City Council's deliberation and possible action approving a Resolution consistent with its vote at the May 13, 2024 special called meeting.

FINANCIAL IMPACT: N/A

ATTACHMENTS:
[Resolution - Censuring Mayor.pdf](#)

CITY OF LAGO VISTA, TEXAS

RESOLUTION 24-2062

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA,
TEXAS PUBLICLY CENSURING MAYOR KEVIN SULLIVAN FOR
WILLFUL VIOLATION OF THE CITY CHARTER**

WHEREAS, the City Council passed Resolution 24-2056 at its April 4, 2024 meeting by a vote of 5-1 with the Mayor being the sole vote against that Resolution; and

WHEREAS, in the motion passing the Resolution on April 4, 2024 the Council included that the Mayor must sign the Resolution on or before the close of business on April 9, 2024; and

WHEREAS, the Mayor did not sign the Resolution on or before the close of business on April 9, 2024, and has not signed the Resolution to date; and

WHEREAS, on April 18, 2024 the City Secretary received a sworn complaint against Mayor Sullivan for violating City Charter Section 3.06; and

WHEREAS, the sworn complaint was subsequently submitted to the Mayor Pro Tem in compliance with Charter Section 3.08; and

WHEREAS, pursuant to Charter Section 3.08 the complaint was considered by the City Council at its May 2, 2024 meeting; and

WHEREAS, at the May 2, 2024 meeting the Council determined that the sworn complaint alleges a violation that is grounds for removal and that a special meeting should be held on March 13, 2024 for the purpose of conducting the hearing required by Charter Section 3.08; and

WHEREAS, Mayor Sullivan exercised his right under Charter Section 3.08 to have the hearing conducted in open session;

WHEREAS, on May 13, 2024 the City Council held a special called meeting and conducted a public hearing on the allegations contained in the sworn complaint; and

WHEREAS, at the conclusion of the public hearing held on May 13, 2024 the City Council determined that Mayor Sullivan's refusal to sign Resolution 24-2056 is a willful violation of Charter Section 3.06 which states that the Mayor "shall sign all approved ordinances and resolutions"; and

WHEREAS, the City Council determined by majority vote that the proper consequence for the Mayor's willful violation of Charter Section 3.06 is a public censure.

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

1. Mayor Kevin Sullivan is hereby Censured for willful violation of Charter Section 3.06, specifically the requirement that the Mayor "shall sign all approved ordinances and resolutions."

2. That this Censure be public.
3. That this Resolution of Public Censure shall be a public document and shall be posted on the City's website.

AND IT IS SO RESOLVED.

PASSED AND APPROVED 6TH day of June, 2024

Draft
Chelaine Marion, Mayor Pro Tem

ATTEST:

Draft
Lucy Aldrich, City Secretary

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



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	June 6, 2024
SUBMITTED BY:	Cobby Caputo, City Attorney
SUBJECT:	Discussion, consideration, and possible action regarding update on possible ordinance to protect property owners from squatters.
BACKGROUND:	At the May 2, 2024 meeting, Council had a discussion about possibly amending the City's Code of Ordinances to strengthen the rights of property owners against squatters. At the conclusion of the discussion, Council voted to table the matter until the June 6, 2024 meeting to give the City Attorney time to consider what action, if any, comes at the State level following a Senate Committee public hearing on the issue to take place on May 15, 2024. The Senate Committee on Local Government did hold a public hearing on May 15, 2024 as scheduled. The Committee took no action, other than to note the intent of the Committee members present to address the emerging problem of squatters inhabiting private residential property in the next Legislative Session by streamlining the process for the immediate removal of “squatters” and to strengthen the rights of property owners.
FINDINGS:	The Committee did not take any action but did hear testimony from sixteen individuals over the course of its four-hour meeting on this issue.
FINANCIAL IMPACT:	None