



**AGENDA
CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS
5803 THUNDERBIRD
LAGO VISTA, TX
JULY 6, 2023 AT 5:30 PM**

*****AMENDED*****

JOIN MEETING VIA VIDEO CONFERENCE

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

<https://meet.goto.com/762648741>

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CALL TO ORDER, CALL OF ROLL

Ed Tidwell, Mayor
Paul Prince, Mayor Pro-Tem
Gage Hunt, Council Member
Kevin Sullivan, Council Member

Rob Durbin, Council Member
Chelaine Marion, Council Member
Paul Roberts, Council Member

EXECUTIVE SESSION

Convene into a closed Executive Session pursuant to;

- A. Consultation with Legal Counsel concerning all regular meeting agenda items requiring confidential, attorney/client advice (as needed). (Government Code Section 551.071).
- B. Consultation with Legal Counsel regarding the Water Treatment Plant 3 property. (Government Code Section 551.071 and Government Code Section 551.072)

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

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

- A. Consultation with Legal Counsel concerning all regular meeting agenda items requiring confidential, attorney/client advice (as needed). (Government Code Section 551.071)
- B. Consultation with Legal Counsel regarding the Water Treatment Plant 3 property. (Government Code Section 551.071 and Government Code Section 551.072)

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

WORK SESSION

- 3. Receive report from the Building and Standards Commission on the progress of their annual work plan.
- 4. Receive annual report from the Library Advisory Board.

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 June 15, 2023, meeting minutes.
6. Consider approval of Ordinance 23-07-06-01, an ordinance of the City Council of the City of Lago Vista vacating and abandoning all existing dedicated public utility and access easements within the Emerald Pointe subdivision to accommodate a pending application to vacate the entirety of that existing subdivision plan.
7. Consider approval of Resolution 23-2000, a resolution of the City of Lago Vista extending the City Manager's contract from July 2023 to October 31, 2023, to be in line with the fiscal year.

PUBLIC HEARING AND POSSIBLE ACTION

8. The Lago Vista City Council will hold a public hearing and consider a conditional use permit application pursuant to Section 16.70 of Chapter 14 of the Lago Vista Code of Ordinances to allow for a home-based gift shop or boutique, allowing retail customers to view available products by appointment only, a use otherwise prohibited at 21002 Brewer Lane (Lago Vista Estates, Section 10, Lot 2449).
9. The Lago Vista City Council will hold a public hearing and consider Ordinance 23-07-06-03, an ordinance of the City Council of Lago Vista amending the official zoning map by changing the zoning district for the approximately 109.522 acres of the D&W RR Co. Survey No. 99, Abstract No. 246 and the Richard Craig Survey No. 1867, Abstract No. 2754 from the TR-1 ("Temporary Restricted") district to a Planned Development District ("PDD") to be known as the "Luna Ridge PDD."

ACTION ITEMS

10. Discussion, consideration, and possible action regarding a contractual agreement with Halff Associates, Inc. to provide professional services required to complete an update to the current Lago Vista comprehensive plan that includes a parks master plan component for the stipulated sum of \$235,000 for the base scope of work as described more fully in the exhibits attached and incorporated into the agreement.
11. Discussion, consideration, and possible action on Ordinance 23-07-06-02, an ordinance of the City Council of the City of Lago Vista adopting the existing Public Improvement District (PID) policy approved by the Lago Vista City Council on May 5, 2022, and amending the applicable portions of the fee schedule for consistency with that policy.

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 5:10 p.m. on the 3rd day of July 2023.

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.



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CITY COUNCIL AGENDA ITEM REPORT

DATE: July 6, 2023

SUBMITTED BY: Lucy Aldrich, City Secretary

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

FINANCIAL IMPACT: N/A



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CITY COUNCIL AGENDA ITEM REPORT

DATE: July 6, 2023

SUBMITTED BY: Lucy Aldrich, City Secretary

SUBJECT: Routine Reports from City staff.

FINANCIAL IMPACT: N/A



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CITY COUNCIL AGENDA ITEM REPORT

DATE: July 6, 2023

SUBMITTED BY: Roy Jambor, Development Services

SUBJECT: Receive report from the Building and Standards Commission on the progress of their annual work plan.

BACKGROUND: Section 7.8(8) of Article 7 (Boards and Commissions) of the "Rules of Procedure" amended by the Lago Vista City Council on January 5, 2023, specifies that each committee, board, or commission shall create an annual work plan, notwithstanding any of the work brought to them in accordance with their responsibilities as outlined in the Code of Ordinances. Section 7.8(8)(c) specifically states that "Every June or July, the committee chair will report to the city council the progress on the committee's annual work plan."

That report was presented in the form of a memo from the Chair for review at the June 7, 2023, regular meeting of the Building and Standards Commission and formally approved to be forwarded to the City Council without amendment at that same meeting. That memo and the incorporated report is included in the packet for the review and use of the Council.

FINANCIAL IMPACT: N/A

ATTACHMENTS:
[BSC Annual Report #2 2023.pdf](#)

Memo

To: Building and Standards Commission

From: Frank Robbins, Vice Chair

Subject: Annual Report 2023

Without objection or amendment the following would be sent to the City Council.

The Procedures Ordinance states the following:

8. Planning and reporting of the annual work plan of the committee

a. At the beginning of each calendar year, each committee 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. In the case of non-state mandated boards and committees, they will be responsible for developing the work plan associated with the board or committee.

b. The committee and related department head will review the committee's annual work plan once a year.

c. Every June or July, the committee chair will report to the city council the progress on the committee's annual work plan. Objectives and priorities will be adjusted as required.

The above appears to address two separate reporting requirements

1. Create objectives that tie to the Comprehensive Master Plan in workshop. Typically, a workshop or work session does not include final action or a vote on something.

BSC Question for the City Council: Is the BSC to adopt objectives that tie to the Comprehensive Master Plan at the beginning of the year, which would not be a workshop action?

BSC Report: The BSC determined with staff in 2022 that all the Comprehensive Master Plan implementation items that might be addressed by the BSC had been addressed, and would not be reported on again until a new Comprehensive Plan were adopted by the city council.

2. Create an annual work plan (that is separate from issues in the Comprehensive Master Plan).

The BSC did not adopt an annual work plan per se in 2023. However, the commission's de facto plan is working on amendments to Chapter 3, Building, and Chapter 14, Zoning.

BSC Report: The Building and Standards Commission (BSC) formed a subcommittee last year to review a number of issues and possible improvements associated with Chapter 3, Building, and Chapter 14, Zoning. The subcommittee with the invaluable help of Roy Jambor has completed its work. The plan is for the BSC subcommittee to submit draft proposed amendments to Chapters 3 and 14 to the BSC. Their work would be considered by the whole BSC, who would review Chapter 3, and P&Z, who would review Chapter 14 amendments. This review process could take several months. Differences would be resolved by a joint P&Z/BSC subcommittee and again sent back to P&Z and BSC for their recommendations to the city council.

The issues first addressed by staff to the BSC and for which the subcommittee has made recommendations about include:

1. Moving some provisions of Chapter 3 into Chapter 14, Zoning, that have more to do with standards for land use than building or permitting.
2. Moving some provisions of Chapter 14 related to structures in the right-of-way into a like provision in Chapter 3.
3. Moving minimum standards for residential development from Chapter 3 to Chapter 14.
4. Move Wireless communication standards into Chapter 14.
5. A considerable amount of amendments associated with manufactured housing (mobile homes), industrialized housing (modular homes), and recreational vehicle parks.
6. Move the oak wilt provision in Chapter 3 to Chapter 8, Offenses and Nuisances.
7. Clarifying and eliminating inconsistencies.
8. Adding cross references.



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CITY COUNCIL AGENDA ITEM REPORT

DATE: July 6, 2023

SUBMITTED BY: Jan Steele, Library

SUBJECT: Receive annual report from the Library Advisory Board.

BACKGROUND: Section 7.8(8) of Article 7 (Boards and Commissions) of the "Rules of Procedure" amended by the Lago Vista City Council on January 5, 2023, specifies that each committee, board, or commission shall create an annual work plan, notwithstanding any of the work brought to them in accordance with their responsibilities as outlined in the Code of Ordinances. Section 7.8(8)(c) specifically states that "Every June or July, the committee chair will report to the city council the progress on the committee's annual work plan."

That report was presented in the form of a memo from the Chair for review at the June 23, 2023, special called meeting of the Library Advisory Board and formally approved to be forwarded to the City Council at that same meeting. The report is included in the packet for the review and use of the Council.

FINANCIAL IMPACT: N/A

RECOMMENDATION: N/A

ATTACHMENTS:
[Library Advisory Board - Annual Report](#)

2023 Library Advisory Board Report to City Council Review of the Past Two Years

General Library Information

- Resumed full library programs and services after COVID-19
- Children's Programs
 - Weekly story times progressed from virtual book readings to outdoor sessions, with a return to inside programs for children
 - 2023 Summer Reading Program schedule includes seven special performers and a visit from Travis County ESD #1 (141 attendees at June 21 program)
- Adult programs
 - Book Clubs thriving - Author visit from S. Kirk Walsh
 - Writers workshop series and Poetry Reading led by authors Russ Hall and W.C. Jameson
 - Arts and Crafts Groups
 - Genealogy Society Meetings
 - Informational Programs
- Robust financial support from Friends of the Library

Library Advisory Board Activities

- Revised Library Policies and recommended approval by City Council
- Discussed and Updated Library Long Range Plan
- Approved new Mission Statement for the Library
 - The Mission of the Lago Vista Public Library is to enrich our community by providing a welcoming environment where people of all ages have convenient access to technology, resources, services, and lifelong learning opportunities.

Library Expansion Plans

- Library Advisory Board's active involvement in any Library expansion plans and bond package developments
- Goals and objectives of an expanded facility
 - Expanding the library and its services to reflect the needs of a diverse, vibrant, and growing community
 - Providing facilities that are welcoming and safe to both staff and patrons
 - Providing access to resources in both print and digital formats
 - Providing access to up-to-date technology for staff and patrons
 - Offering diverse services, programs, and materials that support literacy for people of all ages
 - Improving community awareness of the Library and its services



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CITY COUNCIL AGENDA ITEM REPORT

DATE: July 6, 2023

SUBMITTED BY: Lucy Aldrich, City Secretary

SUBJECT: Consider approval of the June 15, 2023, meeting minutes.

FINANCIAL IMPACT: N/A

ATTACHMENTS:
[Minutes 06-15-2023](#)

**OFFICIAL MINUTES OF THE CITY COUNCIL
REGULAR MEETING
THURSDAY, JUNE 15, 2023**

BE IT REMEMBERED that on the 15th day of June A.D., 2023, the City Council held a regular meeting at 5:30 p.m. in City Council Chambers, and via videoconference, there being present and acting the following:

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

CALL TO ORDER, CALL OF ROLL

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

EXECUTIVE SESSION

1. 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). (Government Code Section 551.071)
 - B. Consultation with Legal Counsel regarding the Water Treatment Plant 3 property. (Government Code Section 551.071 and Government Code Section 551.072)

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

2. At 6:40 p.m., Council reconvened from Executive Session into open session to act as deemed appropriate in City Council's discretion regarding:
 - A. Consultation with Legal Counsel concerning all regular meeting agenda items requiring confidential, attorney/client advice (as needed). (Government Code Section 551.071)
No action taken.
 - B. Consultation with Legal Counsel regarding the Water Treatment Plant 3 property. (Government Code Section 551.071 and Government Code Section 551.072)
No action taken.

PLEDGE OF ALLEGIANCE, PLEDGE TO TEXAS FLAG

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

03:12 – 03:36

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 citizens signed up to speak.

03:37 – 21:30

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.
None.
- b. Information regarding holiday schedules.
City Hall and Lago Vista Public Library will be closed Tuesday, July 4, 2023, in honor of Independence Day.
- c. Recognition of individuals, i.e., Proclamations.
Lago Vista Volunteers, with the assistance of Mayor Tidwell recognized Mr. Hugh Beadles as Volunteer of the Year for 2022. Additionally, Mr. Beadles was recognized for his many years of service as President of the Lago Vista Volunteers.
Councilor Roberts recognized Mr. Scott Cameron for his many years of service on the Building and Standards Commission.
- d. Reminders regarding City Council events.
None.
- e. Reminders regarding community events.
Pops with a Cop, June 21, 2023, at Lago Vista Police Department.
Women's Golf Association Flag Tournament, June 28, 2023, at Lago Vista Golf Course.
Children's Summer Reading Program is scheduled mainly at 11:00 a.m. for Wednesdays in June and July.
Green Center schedule for July will be on Thursday, July 6 from 7 a.m. to 4 p.m. and Saturday, July 8 from 10 a.m. to 4 p.m.
Lago Vista Brewing Company grand opening and ribbon cutting is June 16, 2023, at 3:00 p.m.
Arise Gym ribbon cutting will take place on Thursday, June 22, 2023, at 4:00 p.m.
Chamber Luncheon at K-Oaks, June 21, 2023, 11:30 a.m. to 1:00 p.m., Travis County Commissioner Ann Howard will be the guest speaker.
Flip House grand opening and ribbon cutting is June 29, 2023, at 4:00 p.m.
Beginning June 16 through June 25, the performance of Mary Poppins will be held at the High School.
Free water aerobic classes are being held at Lago Vista swimming pool on Tuesdays and Thursdays through August 3, 2023.
Steam based science show at the Library on June 21, 2023, at 11:00 a.m.
Lions Club fund raiser, July 29, 2023, from 1:00 p.m. to 8:00 p.m. at the Lucky Rabbit.
Coffee with Veterans sponsored by Hero's Night Out is scheduled June 16 at the Hope Center from 8:00 a.m. to 10:00 a.m. This event is held the third Friday of each month.
Darling Art School opened today, June 15, 2023.
Lion's Club will not be having a 4th of July barbeque event but there will be a Labor Day one. More information to follow.
Developer funded utility project – the project is to install a sewer force main to serve Lakeside at Tessera. The anticipated dates that residents can expect construction to occur is on the City's website in the News Alert section.
Lago Vista 4th of July celebration will be held Saturday, July 1st starting with the Firecracker 5K run at 8:00 a.m. The Freedom Festival starts at 5:00 p.m. at Bar-K Park and beginning at sunset the Lights over Lago fireworks show will begin.
The 4th of July parade will be held on Tuesday, July 4, 2023.

- f. Health and safety announcements.

Reminder – Fireworks within the City of Lago Vista are illegal and subject to fines.

STAFF AND COUNCIL LIAISON REPORTS

21:36 – 22:49

- 1. Routine Reports from City Staff.

No action taken.

22:54 – 37:37

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

No action taken.

WORK SESSION

37:41 – 54:51

- 3. Discussion regarding a recommendation from the Economic Development Advisory Committee for creation of a grant matching fund line item in the budget cycle.

Ms. Norma Owen, Chairperson of the EDAC presented the committee's recommendation to include a \$100,000 budget line item in the FY 2024 budget for grant matching. Ms. Owen and grant writer consultant Brittany McCoy were available to answer questions and provide additional information.

No action taken.

54:54 – 1:11:48

- 4. Discussion of issues created by "flag lots" and consider direction to staff and Planning and Zoning Commission to bring future recommendations related to such "flag lots".

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

Ms. Donna Nash provided comments related to this agenda item.

No action was taken.

1:11:51 – 2:49:40

- 5. Discussion regarding Certificates of Obligation for future effluent disposal and wastewater treatment upgrades.

Mr. Taylor Whichard, Director of Public Works, Mr. Kendall King with Freese & Nichols, Mr. Sean Vance, Lago Vista Golf Course Superintendent, Mr. Tom Lawrence, the City's finance advisor, Mr. Naveen Chillara with Freese and Nichols, and Mr. Roy Jambor, Director of Development Services were available to answer questions and provide additional information. The following citizens signed up to speak, donating their time to Mr. Dave Stewart (Ms. Lynda Aird, Ms. Rachael Rich, and Ms. Louise Madigan). Mr. Stewart provided comments related to this agenda item.

Ms. DiAnn Tjon-Joe-Pin provided comments related to this agenda item.

No action was taken.

Mayor Tidwell announced that Agenda Item #11 would be next.

ACTION ITEMS

2:49:47 – 4:03:50

11. Discussion, consideration, and possible action regarding a contract in the amount of up to \$325,000 with American Ramp Company to build a Skate Park for recreational use at Sunset Park.

City Manager Tracie Hlavinka, Mr. Sean Vance, Interim Director of Parks and Recreation and Mr. Eric DeLaCruz, Purchasing Manager were available to answer questions and provide additional information.

Mr. Evan Moss with American Ramp Company was available to answer questions and provide additional information.

Ms. DiAnne Tjon-Joe-Pin and Mr. Mark Major signed up to speak, donating their time to Mr. Zach Davis. Mr. Davis provided comments related to this agenda item.

Mr. Harley Till provided comments related to this agenda item.

Mr. Michael Collins and Jackson Collins provided comments related to this agenda item.

Mr. Joey Specht provided comments related to this agenda item.

Mr. Darrell Lowrance provided comments related to this agenda item.

Mr. Bobby King provided comments related to this agenda item.

On a motion by Mayor Pro-Tem Prince, seconded by Councilor Roberts, City Council voted unanimously to reject the plan that was presented and directed staff to look into some other options and call a special meeting as needed in order to discuss the other options. Motion carried.

Ms. Starr Lockwood, Director of Finance, addressed the use of the Texas Parks and Wildlife Grant over the history of the grant.

Mayor Tidwell called for a recess at 10:42 p.m.

Mayor Tidwell reconvened the meeting at 10:50 p.m.

Mayor Tidwell announced that Agenda Item #6 would be next.

WORK SESSION

4:05:18 – 4:57:29

6. Discussion regarding a future election for a General Obligation Bond to renovate the Lago Vista Golf Course.

City Manager Tracie Hlavinka, Golf Course Advisory Committee Chair Larry Russell and Vice-Chair David Williams, Mr. Taylor Whichard, Director of Public Works, Mr. Sean Vance, Lago Vista Golf Course Superintendent, and Tom Lawrence, the City's financial advisor, were available to answer questions and provide additional information.

Mr. Mike Wills provided comments regarding this agenda item.

No action was taken.

APPROVAL OF THE MINUTES

4:57:49 – 4:58:10

7. Consider approval of the June 1, 2023, meeting minutes.

On a motion by Mayor Pro-Tem Prince, seconded by Councilor Marion, City Council, voted unanimously to approve the meeting minutes. Motion carried.

4:58:11 – 4:58:43

8. Consider approval of the June 6, 2023, special meeting minutes.

On a motion by Mayor Pro-Tem Prince, seconded by Councilor Roberts, City Council, voted unanimously to approve the meeting minutes. Motion carried.

ACTION ITEMS

4:58:44 – 5:15:39

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

Mr. Taylor Whichard, Director of Public Works, City Manager Tracie Hlavinka, Mr. Joe Crawford, Interim City Attorney, and Ms. Starr Lockwood, Director of Finance, were available to answer questions and provide additional information.

On a motion by Mayor Pro-Tem Prince, seconded by Councilor Roberts, City Council voted unanimously to approve the request to increase by 15 units as coming to the City of Lago Vista from Jonestown. Motion carried.

5:15:47 – 5:18:32

10. Discussion, consideration and possible action regarding a request by Mr. Mike Vandiver to waive the building permit extension fees otherwise required for additional time to complete a single-family residence at 6713 Bar K Ranch Road.

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

On a motion by Councilor Roberts, seconded by Councilor Hunt, City Council voted unanimously to deny the request for a waiver. Motion carried.

5:18:35 – 5:22:06

12. Discussion, consideration, and possible action rejecting Request for Proposals (RFP No. 23-07) Demolition and Remediation of Hazards at 5603 Lago Vista Way submitted bids.

Mr. Roy Jambor, Director of Development Services and City Manager Tracie Hlavinka, were available to answer questions and provide additional information.

On a motion by Councilor Roberts, seconded by Mayor Pro-Tem Prince, City Council voted unanimously to reject the bids as presented. Motion carried.

ADJOURNMENT

Mayor Tidwell adjourned the meeting at 12:08 a.m.

Respectfully submitted,

Ed Tidwell, Mayor

ATTEST:

Lucy Aldrich, City Secretary

On a motion by Councilor _____, seconded by Councilor _____, the above and foregoing instrument was passed and approved this 6th day of July 2023.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 6, 2023

SUBMITTED BY: Roy Jambor, Development Services

SUBJECT: Consider approval of Ordinance 23-07-06-01, an ordinance of the City Council of the City of Lago Vista vacating and abandoning all existing dedicated public utility and access easements within the Emerald Pointe subdivision to accommodate a pending application to vacate the entirety of that existing subdivision plan.

BACKGROUND: In 1986, the Emerald Pointe subdivision was approved by the City of Lago Vista and the plat duly recorded with the Travis County Clerk. A copy of that recorded plat is included in the packet. The platted streets are all private, but with public utility and access easements to accommodate the required municipal services. The approved subdivision was never developed, and no improvements apparently constructed.

The property remains in the R-1F single-family residential zoning district. The entire property within the boundaries of that original subdivision is now owned by two individuals, who wish to consider a new lot configuration. The most efficient way to initiate this attempt to ostensibly “start over” is to obtain approval for what is described in the Lago Vista subdivision regulations as a “vacating plat or instrument” in accordance with Section 2.21 of Chapter 10. However, because those public utility and access easements were dedicated by plat, the most appropriate method to vacate and abandon all of them within the original subdivision is by the ordinance currently under consideration.

Subsequently, they can pursue the approval by the Planning and Zoning Commission of their pending application to vacate the original plat. After it has been recorded, they are free to pursue a new preliminary plat, subdivision construction plans and a final that is consistent with the current zoning. They can also pursue a zoning change in accordance with the Lago Vista Code of Ordinances, although there has been no indication of a desire to do so. As the property consists of approximately 64.064 acres, it seems safe to assume that ten

or more residential building sites will be proposed. If so, a concept plan approved by the Lago Vista City Council in accordance with Section 2.15 of Chapter 10 would be a prerequisite to the preliminary plat application.

FINDINGS:

To adopt the proposed ordinance, the Lago Vista City Council finds:

- That the current owners of the property have submitted a complete application to vacate the existing subdivision plat following the adoption of the current ordinance; and
- That the Lago Vista Public Works Department, PEC, Spectrum, and AT&T have all consented to the vacation and abandonment of all public utility and access easements within the boundaries of the property for the purpose of vacating the entirety of the existing plat.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

As the subdivision has never been developed or the construction of any public or private improvements initiated, the staff is not aware that the dedicated public utility and access easements within the boundary of the property serve a valid current public purpose. As such, adoption of the requested ordinance, the preferred method of vacating and abandoning these existing dedications, is warranted.

ATTACHMENTS:

[Ordinance 23-07-06-01 \(Vacating PUE and Access Easements - Emerald Point\)](#)

ORDINANCE NO. 23-07-06-01

AN ORDINANCE OF THE CITY COUNCIL OF LAGO VISTA, TEXAS, VACATING AND ABANDONING ALL EXISTING DEDICATED PUBLIC UTILITY AND ACCESS EASEMENTS WITHIN THE EMERALD POINTE SUBDIVISION IN ORDER TO ACCOMMODATE A PENDING APPLICATION TO VACATE THE ENTIRETY OF THAT EXISTING SUBDIVISION PLAT; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Lago Vista, Texas is a home rule city in Travis County, Texas;
and

WHEREAS, the City Council of the City of Lago Vista, following a recommendation for approval by the Planning and Zoning Commission, approved the plat of the Emerald Pointe subdivision on May 21, 1986; and

WHEREAS, the plat of the Emerald Pointe subdivision was subsequently recorded with the Travis County Clerk on May 27, 1986; and

WHEREAS, the Emerald Pointe subdivision includes the dedication of a ten-foot deep public utility easement on the front and side property lines adjacent to a public or private street on all residential lots within the subdivision; and

WHEREAS, the private streets within that recorded subdivision were designated as Lot 185 and dedicated as a public utility easement; and

WHEREAS, those same private streets are also dedicated for access by any government agency or public utility for the purpose of providing municipal and utility services; and

WHEREAS, the current owners of all the property within the Emerald Pointe subdivision have requested that the existing plat be vacated in accordance with the procedures and requirements of Section 2.21 of Chapter 10, the Lago Vista Subdivision Regulations; and

WHEREAS, the Lago Vista Public Works Department has confirmed their consent to vacate the existing public utility and access easements within the Emerald Pointe subdivision; and

WHEREAS, the current owners of all the property within the Emerald Pointe subdivision have submitted notarized letters from the other public utility providers consenting to the vacation of the existing public utility and access easements within the Emerald Point subdivision; and

WHEREAS, the Development Services Department has reviewed and verified those release letters executed by duly authorized representatives of Pedernales Electric Cooperative, Inc., Southwestern Bell Telephone (AT&T), and Charter Communications, Inc. (Spectrum); and

WHEREAS, the current owners of all the property within the Emerald Pointe subdivision have submitted an application to vacate the existing recorded plat pending the adoption of an ordinance by the Lago Vista City Council vacating and abandoning all existing dedicated public utility and access easements; and

WHEREAS, Section 272.001(b) of the *Texas Local Government Code* authorizes political subdivisions to convey easements not necessary to serve the abutting landowners.

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

SECTION 1. FINDINGS OF FACT. The 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. ENACTMENT. The City Council of the City of Lago Vista, Texas, does hereby vacate and abandon all existing dedicated public utility and access easements within the boundaries of the existing Emerald Point subdivision as more particularly described in the attached **Exhibit “A.”**

SECTION 3. SEVERABILITY. Should any section or part of this Ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegal, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be in force and effect from and after its passage on the date shown below in accordance with the provisions of the *Texas Local Government Code* and the City’s Charter.

SECTION 5. OPEN MEETINGS. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Open Meetings Act, *Chapter 551, Texas Local Government Code*.

AND, IT IS SO ORDERED.

PASSED AND APPROVED this 6th day of July 2023.

Ed Tidwell, 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

BEING approximately 64.064 acres of land out of and a part of the H & O.B. Railroad Company Survey No. 96 situated in Travis County, Texas, said 64.064-acre tract being more particularly described as being a portion of that certain tract of land conveyed to J. Wiley McIlwain, Trustee in Volume 8623, Page 413 of the Deed Records of Travis County, Texas, said 64.064-acre tract being more fully described by metes and bounds as follows:

BEGINNING at a 1-inch iron pipe found at the northwest corner of the intersection of Patriot Drive and Azure Avenue for the southeast corner of the tract herein described;

THENCE, with the south line of this survey, along the north line of said Azure Avenue N83°45'32"W, 908.46 feet to an iron pipe found at the beginning of a curve to the left whose radius is 75.89 feet, a sub-chord bears S72°23'49"W, 61.36 feet to a steel pin set for the northeast corner of Lot 1, Block P, Emerald Bend Section One, a subdivision of record in Plat Book 36, Page 2 of the Plat Records of Travis County, Texas;

THENCE, leaving said Azure Avenue and with the north line of said Lot 1, N83°47'17"W, at 226.67 feet past a steel pin found, continue for an approximate total distance of 777.99 feet to the west bank of the Colorado River for the northwest corner of the tract herein described, this point being under the waters of Lake Travis;

THENCE, along the Bank of the Colorado River, this line being under the waters of Lake Travis, the following four (4) courses:

- 1) N06°23'E, 262.34 feet;
- 2) N13°08'E, 761.00 feet;
- 3) N22°16'E, 828.70 feet; and
- 4) N30°23'E, 199.06 feet to a point at the southwest corner of that certain tract of land conveyed to B. Withers by deed of record in Volume 5599, Page 1736 of the Deed Records of Travis County, Texas, for the northwest corner of the tract herein described;

THENCE, leaving said river and with the south line of said Withers' tract S71°27'23"E, at approximately 540.03 feet past a ¾-inch iron pipe found, continue for an approximate total distance of 758.17 feet to an iron pipe found in the curving west line of Lot 24013, Highland Lake Estates, Section 24, a subdivision of record in Plat Book 79, Page 179 of the Plat Records of Travis County, Texas, for the northeast corner of the tract herein described;

THENCE, with the west or southwest line of said Highland Lake Estates, Section 24, along a curve to the left whose radius is 135.44 feet, a sub-chord bears S12°56'05"E, 76.78 feet to a steel pin found at the end of said curve;

THENCE, continue with the southwest line of said Highland Lake Estates, Section 24, S12°56'05"E, 76.78 feet to a steel pin found for the beginning of a curve to the left whose radius is 185.97 feet, and whose long chord bears S29°59'28"E, 109.10 feet to a steel pin found at the end of said curve;

THENCE, continue with the southwest line of said Highland Lake Estates, Section 24, S47°02'51"E, 295.94 feet to a steel pin found at the beginning of a curve to the right whose radius is 417.95 feet, and whose long chord bears S34°24'01"E, 183.02 feet to a steel pin found at the end of said curve;

LEGAL DESCRIPTION (CONTINUED)

THENCE, continue with the southwest line of said Highland Lake Estates, Section 24, S21°45'10"E, 423.83 feet to a steel pin found at the south corner of Lot 24001, in the west line of the aforementioned Patriot Drive;

THENCE, with the west line of the said Patriot Drive the following two (2) courses:

- 1) S10°40'10"W, 409.79 feet to a steel pin found; and
- 2) S20°00'00"E, 295.14 feet to a steel pin found at the beginning of a curve to the left;

THENCE, along the curve to the left whose radius is 224.94, and whose long chord bears S01°49'30"E, 51.57 feet to the place of **BEGINNING** containing 64.064 acres of land, more or less.

EMERALD POINTE

STATE OF TEXAS:
COUNTY OF TRAVIS:

KNOW ALL MEN BY THESE PRESENTS:

That JWM Development Company, Inc., a corporation organized and existing under the laws of the State of Texas, with its home office in Travis County, Texas, being Owners of a certain tract of land described as 64.064 acres, more or less, as conveyed to it in a deed of Trust recorded in Volume 8623, Pages 413-422 of the Deed Records of Travis County, Texas, acting hereby and through J. Wiley McIlwain, President, DO HEREBY SUBDIVIDE the said tract of land, being out of the H & O.S. Railroad Co. Survey No. 35, in accordance with the plat shown hereon and subject to any easements heretofore granted, to be known as EMERALD POINTE, and do hereby dedicate the public utility easements shown on said plat and do hereby dedicate the private streets shown on said plat to the use of the lot owners of EMERALD POINTE and to the use of any governmental agency or public service entity concerned with police and fire protection, waste material collection and removal, or the furnishing of public utilities, including cable T.V., and do further agree that all governmental, public utility, or public service entities and their agents or employees shall not be liable for any damage to the surface of the said easements and private streets which may occur as a result of the use of said easements or private streets.

WITNESS MY HAND, this the 24 day of SEPTEMBER, A.D. 1985.

J. Wiley McIlwain, President
JWM Development Company, Inc.
801 RR 620 South, Suite 201
Austin, Texas 78734

STATE OF TEXAS:
COUNTY OF TRAVIS:

Before me, the undersigned authority, on this day personally appeared J. Wiley McIlwain, President, JWM Development Company, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein stated.

Given under my hand and seal of office this 24 day of SEPTEMBER, 1985.

Charlotte S. Morris
Charlotte S. Morris
Notary Public
My commission expires on 12/15/87



STATE OF TEXAS:
COUNTY OF TRAVIS:

I, the undersigned, a registered public surveyor in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

PATRICK H. PATTERSON, R.S. 454217
P.H. PATTERSON, SURVEYOR
258-5378



GENERAL NOTES:

No residential lot shall have direct access to Azure Ave. or Patriot Dr.

All residential lots shall have a 25 ft. building line setback on front and rear lot lines except where otherwise noted.

A 30 ft. wide public utility easement is hereby dedicated on all residential lot fronts and sides adjacent to all streets, in addition to any easements shown on the face of the plat.

Lot 185 includes all street areas within the subdivision boundaries, and is hereby dedicated as a public utility easement. A. streets are to be private.

No living unit constructed within this subdivision shall be occupied until such unit is connected to a functioning potable water distribution system and to a functioning wastewater collection system which have been approved by the Travis County M.U.D. #1.

Restrictive covenants are recorded in Vol. 9701, Page 855 of the Travis County Deed Records.

Street lights shall be installed at all street intersections and between intersections at a maximum spacing of 400 ft.

"In approving this plat by the Council of the City of Lago Vista, Texas, it is understood that the building of all streets, roads, or other thoroughfares, public or private, delineated and shown on this plat, and all bridges and culverts necessary to be placed or constructed in such streets, roads, or other thoroughfares, public or private, or in connection therewith shall be the responsibility of the owner and/or developer of the tract of land covered by this plat, in accordance with plans and specifications approved by the Council of the City of Lago Vista, Texas, and the Council of the City of Lago Vista, Texas, assumes no obligation to build the streets, roads, or other thoroughfares, public or private, shown."

ACCEPTED AND AUTHORIZED FOR THE RECORD: By the COUNCIL of the CITY OF LAGO VISTA on the 21st day of MAY, A.D., 1986.

J. H. Moore
J. H. MOORE, MAYOR PRO TEM

Rhonda Bell
Rhonda Bell, City Secretary

STATE OF TEXAS:
COUNTY OF TRAVIS:

This plat has been submitted to and considered by the Planning and Zoning Commission of the City of Lago Vista, Texas, and is hereby recommended for approval by the City Council.

Dated this 19th day of MAY, 1986.

H. Lobdell, Chairman

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, Doris Shropshire, Clerk of the County Court within and for Travis County, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the 27 day of MAY, 1986, A.D., at 2:30 o'clock P.M., and duly recorded on the 27 day of MAY, 1986, A.D., at 2:30 o'clock P.M., in the Plat Records of said County in Book No. 86, Page 1535-1542-1543-1544-1545-1546.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY the date last written above.
Doris Shropshire, County Clerk, Travis County, Texas

By: San Carter
Deputy

FILED FOR RECORD: This the 27 day of MAY, 1986, A.D.
at 2:30 o'clock P.M.
Doris Shropshire, County Clerk, Travis County, Texas

By: San Carter
Deputy

FLOOD PLAIN NOTE: All buildings shall have a minimum finished floor elevation of 717 MSL (U.S.G.S. datum). The 100 year flood plain is contained within the flood plain limit line shown herein.

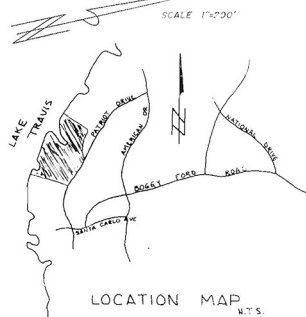
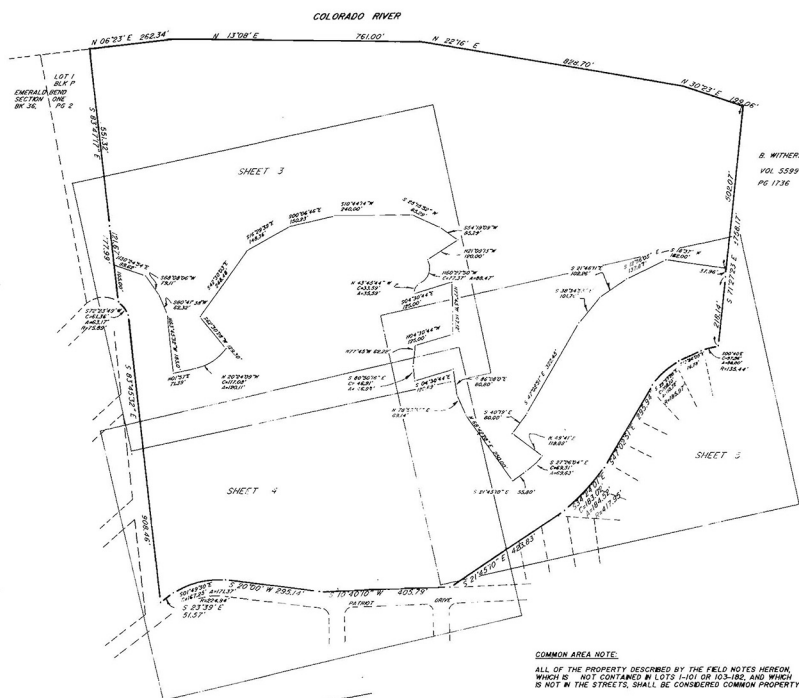
Robert L. Morris
Robert L. Morris, P.E. #35421
April 28, 1986



SHEET 1 OF 5

ROBERT MORRIS, INC. CONSULTING ENGINEERS
P.O. BOX 1688 CEDAR PARK, TEXAS 78613 (512) 250-1318

PROJECT #84-06-06



Field Notes describing approximately 64.064 acres of land out of and a part of the H & O.B. Railroad Company Survey No. 35, situated in Travis County, Texas, said 64.064 acre tract being more particularly described as being a portion of that certain tract of land conveyed to J. Wiley McIlwain, Trustee in Volume 8623 Page 413 of the Deed Records of Travis County, Texas, said 64.064 Acre tract being more fully described by notes and bounds as follows;

BEGINNING at a 1" iron pipe found at the northwest corner of the intersection of Patriot Drive and Azure Avenue for the southeast corner of the tract herein described;

THENCE, with the south line of this survey, along the north line of said Azure Avenue N 83°45'32" W, 908.46 feet to an iron pipe found at the beginning of a curve to the left whose radius is 75.89 feet, a sub-chord bears S 72°23'49" W, 61.36 feet to a steel pin set for the northeast corner of Lot 1, Block P, Emerald Bend Section One, a subdivision of record in Plat Book 36, Page 2 of the Plat Records of Travis County, Texas;

THENCE, leaving said Azure Avenue and with the north line of said Lot 1, N 83°47'27" W, at 226.67 feet pass a steel pin found, continue for an approximate total distance of 777.99 feet to the west bank of the Colorado River for the northwest corner of the tract herein described, this point being under the waters of Lake Travis;

THENCE, along the Bank of the Colorado River, this line being under the waters of Lake Travis, the following four (4) courses;

1. N 06°23' E, 262.34 feet;
2. N 13°08' E, 761.00 feet;
3. N 22°16' E, 608.70 feet;
4. N 30°23' E, 199.06 feet to a point at the southwest corner of that certain tract of land conveyed to B. Withers by deed of record in Volume 5599, Page 1736 of the Deed Records of Travis County, Texas, for the northwest corner of the tract herein described;

THENCE, leaving said river and with the south line of said Withers' tract, S 71°27'23" E, at approximately 540.03 feet pass a 3/4" iron pipe found, continue for an approximate total distance of 758.17 feet to an iron pipe found in the curving west line of Lot 24013, Highland Lakes Estates, Section 24, a subdivision of record in Plat Book 79, Page 179 of the Plat Records of Travis County, Texas, for the northeast corner of the tract herein described;

THENCE, with the west or southwest line of said Highland Lakes Estates, Section 24, along a curve to the left whose radius is 135.44 feet, a sub-chord bears S 00°40' E, 57.56 feet to a steel pin found at the end of said curve;

THENCE, continue with the southwest line of said Highland Lakes Estates Section 24, S 12°56'05" E, 76.78 feet to a steel pin set for the beginning of a curve to the left whose radius is 185.97 feet, and whose long chord bears S 29°59'28" E, 109.10 feet to a steel pin found at the end of said curve;

THENCE, continue with the southwest line of said Highland Lakes Estates Section 24, S 47°02'51" E, 295.94 feet to a steel pin found at the beginning of a curve to the right whose radius is 417.95 feet, and whose long chord bears S 34°24'01" E, 183.02 feet to a steel pin set for the end of said curve;

THENCE, continue with the southwest line of said Highland Lakes Estates Section 24, S 21°45'10" E, 423.83 feet to a steel pin found at the south corner of Lot 24001, in the west line of the aforementioned Patriot Drive;

THENCE, with the west line of said Patriot Drive the following two (2) courses;

1. S 10°40'10" W, 405.79 feet to a steel pin found;
2. S 20°00'00" E, 295.14 feet to a steel pin found at the beginning of a curve to the left;

THENCE, along the curve to the left whose radius is 224.94 feet, and whose long chord bears S 01°49'30" E, 167.25 feet to a nail found in the root of a tree for the end of said curve;

THENCE, continue with the east line of this survey, along the west line of said Patriot Drive, S 23°39' E, 51.57 feet to the place of **BEGINNING** containing 64.064 acres of land, more or less.

I hereby certify that the foregoing notes represent the results of a survey made on the ground under my supervision according to law, they are true and correct to the best of my ability, this 15th day of February, 1985.

P.H. Patterson, RPS #2517

EMERALD POINTE

Sheet 2 of 5

ROBERT MORRIS, INC. CONSULTING ENGINEERS
P.O. BOX 1688 CEDAR PARK, TEXAS 78613 (512) 250-1218

Project #84-06-06

Curve Data

1	2	3	4	5	6
Δ 47°41'19"	94°17'27"	85°42'36"	94°17'28"	85°42'32"	51°28'33"
R 75.83'	197.1'	25.95'	25.95'	25.95'	153.93'
T 3.854'	21.25'	25.00'	25.00'	25.00'	74.21'
A 63.16'	32.44'	40.31'	40.31'	40.31'	118.70'
C 61.36'	28.91'	36.66'	34.01'	34.65'	133.69'
7	8	9	10	11	12
Δ 51°28'33"	60°15'27"	60°15'27"	91°30'46"	159°29'18"	67°58'32"
R 205.93'	346.73'	296.73'	24.95'	50.00'	30.00'
T 98.31'	201.21'	172.21'	25.00'	276.75'	20.21'
A 183.22'	364.66'	312.10'	38.89'	159.16'	35.59'
C 177.12'	348.08'	297.91'	34.89'	98.40'	33.54'
13	14	15	16	17	18
Δ 81°15'00"	92°45'00"	52°10'00"	52°10'00"	44°43'53"	33°32'32"
R 23.25'	23.83'	183.85'	243.85'	340.24'	485.45'
T 27.88'	25.00'	90.00'	119.37'	140.00'	144.30'
A 44.55'	78.57'	161.39'	222.02'	245.61'	284.19'
C 40.37'	74.50'	161.67'	216.13'	258.14'	280.15'

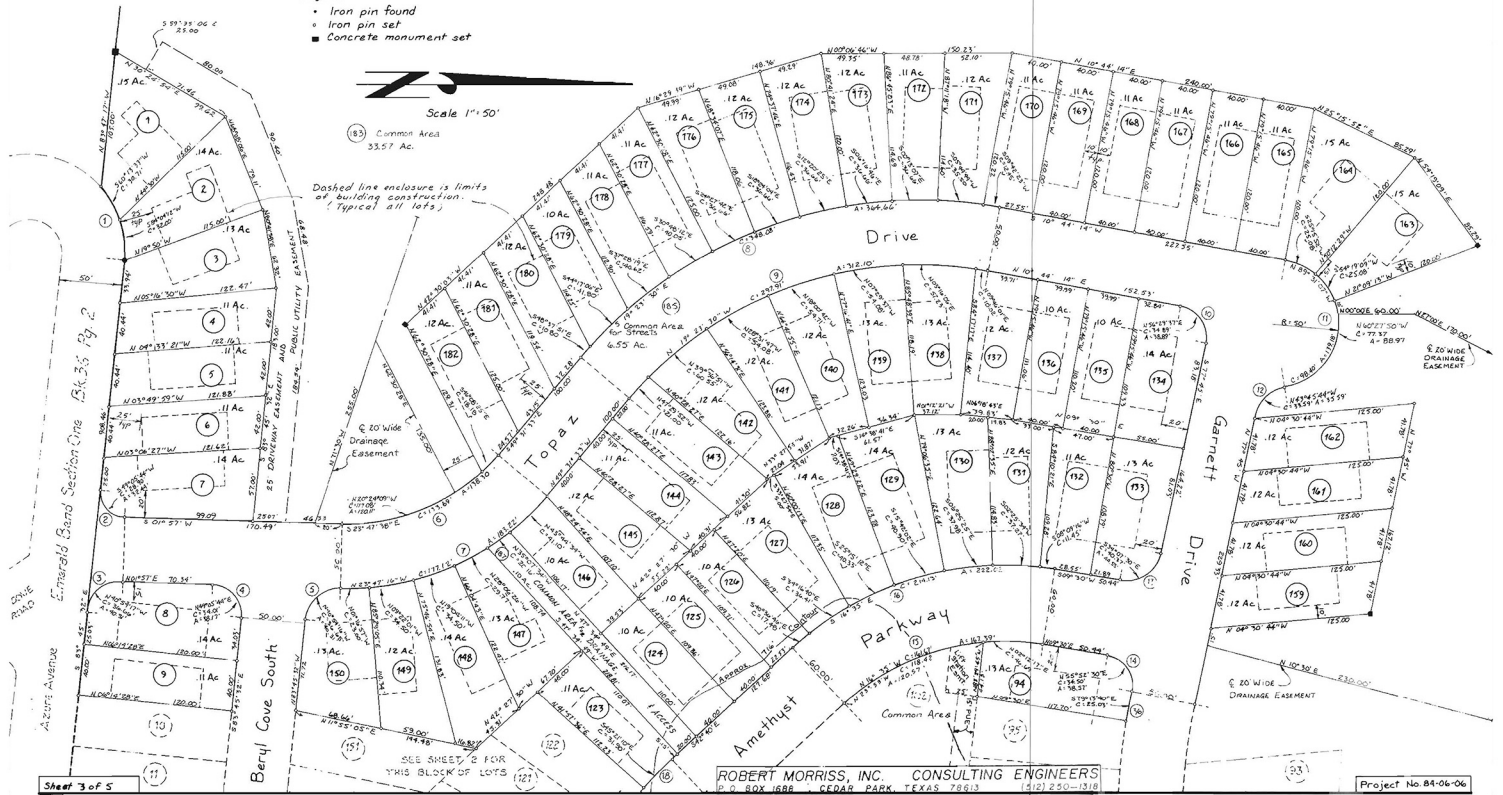
Legend:

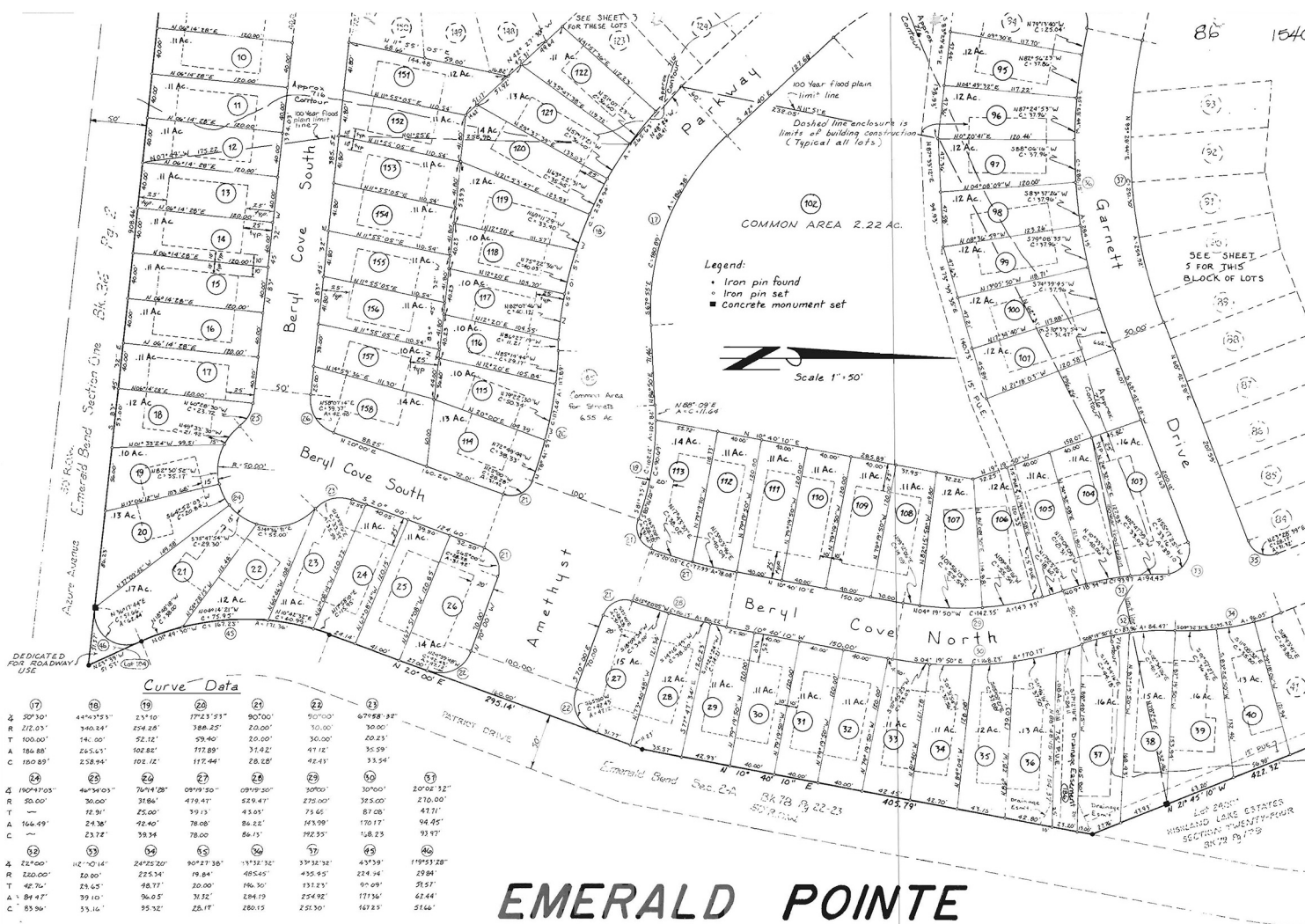
- Iron pin found
- Iron pin set
- Concrete monument set

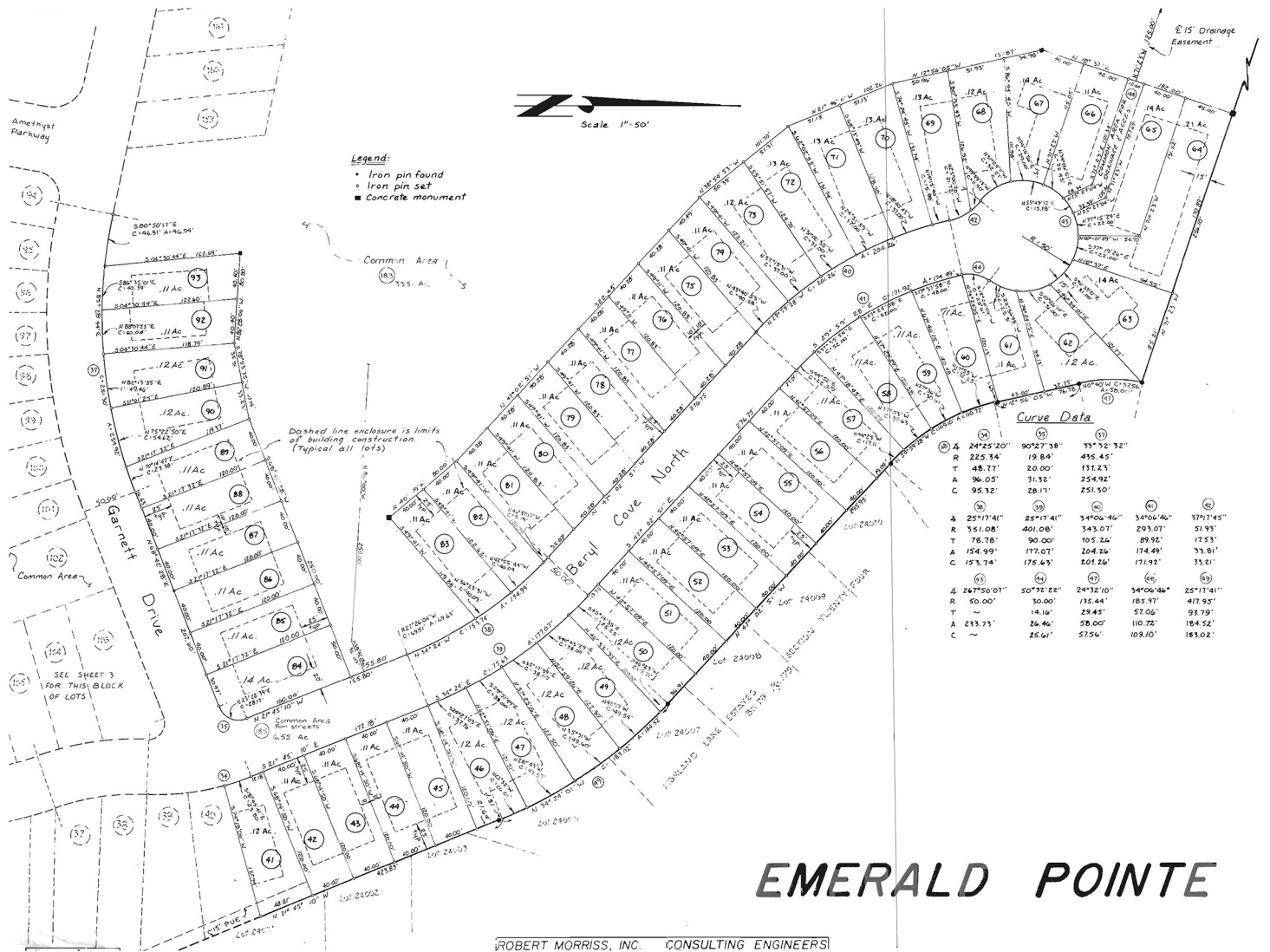
Scale 1"=50'

Dashed line enclosure is limits of building construction. (typical all lots)

EMERALD POINTE







EMERALD POINTE

ROBERT MORRIS, INC. CONSULTING ENGINEERS

RELEASE OF EASEMENT

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

WHEREAS, JWM Development Company, Inc., as previous owner of all lots in Emerald Pointe, a subdivision in Travis County, Texas according to the map or plat thereof, heretofore granted certain easements to Pedernales Electric Cooperative, Inc., a corporation for public utility purposes covering property situated within Emerald Pointe Subdivision, said easement being recorded in Volume 86, Page 153D of the Plat Records of Travis County, Texas, and;

WHEREAS, said dedicated easements referred to herein above include and are comprised in part by strips of land ten feet (10') in width along the fronts and sides adjacent to all streets of all lots within Emerald Pointe Subdivision, in Travis County, Texas; and,

WHEREAS, Emerald Habitat, LLC and Robert J. Wilson, Trustee, as current owners of all lots in Emerald Pointe Subdivision, desire that the said ten foot (10') public utility easements along the fronts and sides adjacent to all streets in Emerald Pointe Subdivision, be abandoned and released in full; and

WHEREAS, Pedernales Electric Cooperative, Inc. provides electric service to the aforementioned area and will continue to have an adequate easement to said property;

NOW, THEREFORE, be it known that Pedernales Electric Cooperative, Inc., a corporation whose post office address is Johnson City, Texas, for and in consideration of One Dollar (\$1.00), does hereby release the said ten foot (10') public utility easements along the fronts and sides adjacent to all streets in Emerald Pointe Subdivision, in Travis County, Texas, and referred to hereinabove.

EXECUTED: May 10, 2023

PEDERNALES ELECTRIC COOPERATIVE, INC.

BY: DiAnn Hamilton
DiAnn Hamilton
Electrical Distribution Planning & Design Mgr.

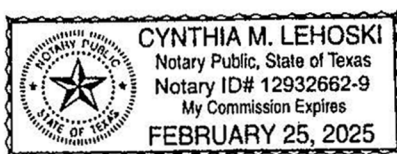
THE STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, on this day personally appeared DiAnn Hamilton, Electrical Distribution Planning and Design Manager of Pedernales Electric Cooperative, Inc., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE May 10, 2023



Cynthia M. Lehoski
Notary Public in and for
The State of Texas



SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by SOUTHWESTERN BELL TELEPHONE COMPANY, a Delaware corporation, GRANTOR, AND, EMERALD HABITAT LLC, GRANTEE in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE, as is, all or a specific portion of certain easements for telecommunication purposes hereinafter described that affects land owned by GRANTEE situated in TRAVIS COUNTY, Texas, and described as follows:

ALL OF THE LOTS SHOWN ON THE PLAT OF EMERALD POINT, A SUBDIVISION RECORDED IN VOLUME 86, PAGE 153D, IN THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS

Said land of GRANTEE being subject to:

The said easements to be released

All lots as described above.

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE, their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 25th day of May 2023

SOUTHWESTERN BELL TELEPHONE COMPANY

Pamela Johnson

Name: Pamela Johnson

Title: OSP PLNG & ENGRG DESIGN

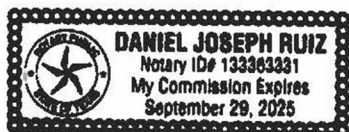
THE STATE OF TX
COUNTY OF Travis

BEFORE ME, the undersigned authority, on this day personally appeared Pamela Johnson, known to me to be the person whose name is subscribed to the foregoing instrument as Manager, Engineering-Design of Southwestern Bell Telephone Company, a Delaware corporation, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 25 day of May, 2023.

Daniel Joseph Ruiz

Notary Public in and for the State of TX
My Commission Expires 09/29/25



810 W. Howard Lane Suite 100
512.682.8510 (Robert Saucedo)

Austin, TX 78753
Robert.Saucedo@charter.com

EASEMENT RELEASE STATEMENT FOR VACATION OF PROPERTY

A request for release of the P.U.E. easement(s) has been made on the property legally described as:

Subdivision or Section: **Emerald Pointe**

Lot and Block Numbers: **All lots on Emerald Pointe,**

Street Address: Emerald Pointe Subdivision, said easement being
Recorded in Volume 86, Page 153D of the Plat Records of Travis County

Property Owner: Robert J. Wilson

STATEMENT

 X Charter Communications **does not** have a need for an easement on the property as described in the accompanying document.

 Charter Communications **does** have a need for an easement on the property as described in the accompanying document.

Charter Communications Inc

Supervisor

Title

Robert Saucedo

Print Name

[Signature]

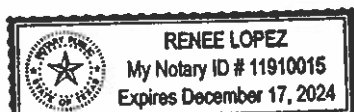
Signature

State of Texas County of Travis

This instrument was acknowledged before me on May 23, 2023

By

[Signature]
Notary Public





Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 6, 2023

SUBMITTED BY: Mayor Tidwell, City Council

SUBJECT: Consider approval of Resolution 23-2000, a resolution of the City of Lago Vista extending the City Manager's contract from July 2023 to October 31, 2023, to be in line with the fiscal year.

BACKGROUND: City Council met in executive session on June 1, 2023, to discuss the City Manager's annual review (Government Code Section 551.074). It was discussed at that time to amend the City Manager's review schedule to be in line with the fiscal year. Per the Term of the agreement, the agreement may be renewed or extended by agreement of the parties. Any renewal or extension shall be negotiated a minimum of thirty (30) days prior to the expiration date.

FINDINGS: The City Manager's contract is set to expire July 14, 2023. City Council and City Manager, Tracie Hlavinka, have agreed to extend the terms of the agreement to be in line with the fiscal year. The attached agreement provides for a new expiration date of October 31, 2023. City Council will perform the City Manager's annual review during the month of September.

FINANCIAL IMPACT: There is no fiscal impact to extending the contract to the end of the fiscal year.

ATTACHMENTS:
[Resolution 23-2000](#)
[Amended CM Agreement - Hlavinka](#)
[Amended CM Agreement - Hlavinka \(red-line\)](#)

RESOLUTION NO. 23-2000

A RESOLUTION OF THE CITY COUNCIL OF LAGO VISTA, TEXAS, EXTENDING THE TERM OF AN AGREEMENT PROVIDING FOR THE EMPLOYMENT OF TRACIE HLAVINKA AS CITY MANAGER THROUGH OCTOBER 31, 2023.

WHEREAS, the City of Lago Vista, Texas (the “City”) is a home rule municipality located in Travis County, Texas, created under the provisions of Chapter 9 of the Texas Local Government Code and operating according to the enabling legislation of the State of Texas; and

WHEREAS, the City has retained Tracie Hlavinka as the City Manager (“Manager”), as provided by the original Employment Agreement (“Agreement”), effective July 14, 2021; and

WHEREAS the City and Manager desire to provide for certain procedures, benefits, and requirements regarding the employment of Manager by the City; and

WHEREAS, Manager wishes to accept continued employment as City Manager of said City under the terms and conditions recited in the Amended Employment Agreement; and

WHEREAS, it is the desire of the City Council to extend the term of the Manager’s employment under Section B of the Agreement through October 31, 2023; and

WHEREAS, the Parties agree that the terms and conditions as set forth in “Exhibit A”, that document entitled “*Amended Employment Agreement*” executed _____, 2023 attached hereto and fully incorporated herein, shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED 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 the Employment Agreement between the City and Manager as provided in the attached “Exhibit A”.

SECTION 3. The City Council authorizes the Mayor to execute the Amended Employment Agreement.

SECTION 4. REPEALER. All ordinances, orders or resolutions heretofore passed and adopted by the City Council of the City of Lago Vista, Texas, are hereby repealed to the extent said ordinances, orders or resolutions or parts thereof are in conflict herewith.

SECTION 5. SEVERABILITY CLAUSE. If any section, subsection, article, paragraph, sentence, clause, phrase or word in this Resolution 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 Resolution, and the City Council hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution 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 resolution 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 RESOLVED.

PASSED AND APPROVED this 6th day of July, 2023.

Ed Tidwell, Mayor

ATTEST:

Lucy Aldrich, City Secretary

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

EXHIBIT “A”

AMENDED EMPLOYMENT AGREEMENT

This agreement is made and entered into this 6th day of July, 2023 (the "Agreement"), between the CITY OF LAGO VISTA, TEXAS, hereinafter called CITY, and Tracie Hlavinka, hereinafter called EMPLOYEE, pursuant to these terms and conditions:

WHEREAS, the CITY wishes to employ the services of EMPLOYEE as City Manager of the CITY; and

WHEREAS, the CITY and EMPLOYEE desire to provide for certain procedures, benefits and requirements regarding the employment of EMPLOYEE by the CITY; and

WHEREAS, EMPLOYEE wishes to accept employment as City Manager of said CITY under the terms and conditions recited herein.

NOW, THEREFORE, CITY and EMPLOYEE agree to the following:

A. Term

1. The term of this Agreement shall be for a period beginning on the Effective Date (as defined in Section M(4), below) and continuing through October 31, 2023. The Agreement may be renewed or extended by agreement of the parties. Any renewal or extension shall be negotiated a minimum of thirty (30) days prior to the expiration date.
2. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of EMPLOYEE at any time, subject only to the provisions set forth in Section H.

B. Responsibilities and Hours of Work

1. The responsibilities of EMPLOYEE as the City Manager shall be in accordance with Texas laws, the CITY's Charter, all ordinances and resolutions of the CITY and such policies as shall be adopted from time to time by the City Council.
2. The EMPLOYEE acknowledges the proper performance of the duties of the City Manager of the CITY will require the EMPLOYEE to generally observe normal business hours. The EMPLOYEE agrees to devote such additional time as is necessary for the full and proper performance of the Manager's duties and that the compensation herein provided includes compensation for the performance of all such services.

C. Compensation

CITY agrees to pay EMPLOYEE for services rendered pursuant hereto an annual base salary of one hundred and sixty-five thousand dollars (\$165,000.00) payable through the payroll system at the same time as other employees of the CITY are paid generally. The City Manager's performance and shall be evaluated at the end of the sixth (6th) month of employment, at which time the CITY may consider additional compensation up to the confines of the current budget. Thereafter, the EMPLOYEE may be considered for an annual pay increase in such amounts and to such extent as the City Council may determine that it is desirable to do on the basis of an annual salary review of said EMPLOYEE made at the same time as similar consideration is given other management employees generally.

D. Benefits

1. Insurance

CITY agrees to provide the EMPLOYEE with, and pay for, insurance policies for life, accident, health, medical, etc. on the same basis and in the same amounts as the CITY provides said health and welfare benefits to other employees.

2. Leave

Upon start of service and for first year of service, EMPLOYEE shall have 10 days (eighty (80) hours) of vacation time available for use. After one year of continuous service, EMPLOYEE shall accrue 20 days (one hundred and sixty (160) hours) of vacation time at a rate of 6.15 hours per pay period. If City Council approves an increase to the accrual rate, the highest rate shall be used. EMPLOYEE shall accrue sick leave as provided all other employees in accordance with the City's Personnel Policy.

3. Retirement

CITY agrees to pay the CITY's contribution for the Texas Municipal Retirement System.

4. Vehicle

EMPLOYEE shall be reimbursed the sum of six hundred dollars (\$600.00) per month for the use of EMPLOYEE's vehicle for official use. EMPLOYEE shall be responsible for the insurance, operation, maintenance and expense of said vehicle. Any business-related

travel outside of Travis County, Texas will be reimbursed by the CITY pursuant to the City's Personnel Policy.

5. Technology

- (a) Mobile Telephone. The CITY shall provide EMPLOYEE with a mobile telephone for professional use. All calls, text messages, and email constituting City business conducted by mobile phone should be conducted on the City issued phone and is subject to the Texas Public Information Act. Any identifiable charges, i.e., those outside of the calling plan, as reflected on the mobile telephone bill provided to EMPLOYEE each month, directly attributable to personal calls by the EMPLOYEE shall be promptly reimbursed by the EMPLOYEE.
- (b) Laptop Computer and Other Equipment. The City shall provide the EMPLOYEE with a Laptop/Tablet for remote access and computer and other office equipment necessary to perform the duties assigned. All work conducted on City owned equipment is subject to the Texas Public Information Act.

E. Residency and Relocation

- 1. EMPLOYEE agrees to obtain residency within the city limits of Lago Vista or request approval of outside residence in accordance with the City Charter. EMPLOYEE may request an extension of time to obtain such residency, approval of which shall not unreasonably be withheld by CITY.
- 2. Relocation expenses: CITY shall pay not more than ten thousand dollars (\$10,000.00) for relocation expenses. EMPLOYEE shall be entitled to draw from such amount as necessary and supported by receipts and documents provided to the CITY but in no event shall the CITY pay any amount over the above stated amount.

F. Professional Development & Memberships

- 1. CITY hereby agrees to budget for and to pay the reasonable travel and expenses of EMPLOYEE for professional and official travel, meetings and occasions adequate to continue the professional development of the EMPLOYEE to the annual conferences of the Texas City Management Association, the Texas Municipal League and the International City Management Association. The City Council shall be required to approve any attendance at conferences other than the annual conferences of the Texas City Management Association, the Texas Municipal League, and the International City Management Association.
- 2. CITY also agrees to budget and to pay for the reasonable travel and expenses of EMPLOYEE for short courses, institutes and seminar that are necessary and desirable for his professional development and for the good of the CITY.

3. CITY agrees to budget and to pay for the professional dues and subscriptions of EMPLOYEE necessary for his continuation and full participation in the International City Management Association and the Texas City Management Association.

G. Indemnification/Bonding/Confidentiality

1. CITY shall maintain liability insurance or risk pool coverage to the extent permitted by law. CITY shall defend, save harmless and indemnify EMPLOYEE against any tort, professional liability claims or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of EMPLOYEE's duties as City Manager. This section shall not be construed as creating any right, cause of action, or claim of waiver or modification of the availability of the defense of governmental immunity or any other legal defense available to either the CITY or the EMPLOYEE as to any third party; provided further that CITY shall not indemnify and hold harmless the EMPLOYEE from and with respect to any claim or liability for which the conduct of the EMPLOYEE is found by the courts to have been grossly negligent or intentional wrongful conduct. CITY will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered hereon.
2. CITY shall bear the full cost of any fidelity or other bonds required of the EMPLOYEE under any law or ordinance.
3. All documents and materials prepared by EMPLOYEE while performing his duties as City Manager during the term of this Agreement shall be furnished to and become the property of the CITY without restriction or limitation on their use. All documents and information created by or provided to the EMPLOYEE in connection with the performance of this Agreement shall be held in confidence by the EMPLOYEE to the extent permitted by applicable law. Such materials or information shall not, without the prior written consent of the City Council, be used by EMPLOYEE for any purposes other than the performance of his duties nor shall such materials or information be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law.

H. Termination/Termination Events/Severance

1. Termination Events
 - (a) Mutual agreement of the CITY and EMPLOYEE in writing and signed by the parties (severance and accrued leave possible by agreement);
 - (b) Retirement, resignation, death of the EMPLOYEE or conditions outlined in I (3) of this Agreement (no severance paid; accrued leave paid);
 - (c) Termination of EMPLOYEE for "cause" as defined herein (no severance paid;

accrued leave possible by agreement); or

- (d) A Unilateral Severance (as defined and set forth below) (severance and accrued leave paid).

2. Cause: For purposes of this Agreement the term "cause" is defined as follows:

- (a) Any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any provision, duty or obligation required to be performed or prohibited by the EMPLOYEE under this Agreement, under the Charter or ordinances of the CITY, the Personnel Policy of the CITY, or the laws of the United States or the State of Texas.
- (b) Any misconduct of the EMPLOYEE and charges are brought involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), or habitual violations of the traffic laws, whether or not related to EMPLOYEE's official duties hereunder.
- (c) Any willful, knowing, grossly negligent or negligent misapplication or misuse, direct or indirect, by the EMPLOYEE of public or other funds, or other property, real, personal, or mixed, owned by or entrusted to the CITY, any agency or corporation thereof, of the EMPLOYEE.
- (d) Any material breach of this Agreement or failure to submit to or pass any required drug test or screening, whether or not related to EMPLOYEE's official duties.

3. Unilateral Severance: As one of the termination events specified above in Paragraph H.1, the CITY, by and through the City Council may end the employment relationship and terminate this Agreement, whether with or without cause, upon written notice to the EMPLOYEE as specified below and payment to the EMPLOYEE of the Severance Amount (as defined and set out below), the Severance Benefits (as defined and set out below) and the Current Obligations (the "Unilateral Severance"). If the CITY determines that it desires a Unilateral Severance, it shall provide written notice to the EMPLOYEE which specifies:

- (a) the Council has voted to pursue a Unilateral Severance pursuant to this Paragraph H of the Agreement,
- (b) the effective date of the Unilateral Severance ("Severance Effective Date"), and
- (c) the CITY's commitment to pay the Severance Amount (including a specific line-item breakdown of the items that constitute the total Severance Amount), the Severance Benefits and the Current Obligations. The total Severance Amount must be paid and payable on or before the first anniversary of the Severance

Effective Date and there shall be no limitations on the CITY making all deductions and withholdings required by law.

4. In the event EMPLOYEE is terminated by the Council and severance is required (Unilateral Severance), CITY agrees as to the Severance Amount and Severance Benefits as follows:

- (a) In the event EMPLOYEE is terminated under a Unilateral Severance, EMPLOYEE receives Severance Amount according to the Severance Schedule below, together with the value of accrued vacation, holidays, compensatory time, and other accrued benefits up to a maximum of 480 hours as accrued by, or credited to, the EMPLOYEE prior to the termination, only.

Severance Schedule:

Completion of Years 1 and 2 = 6 months

Completion of Year 3 = 9 months

Completion of Year 4 = 10 months

Completion of Year 5 = 11 months

Completion of Year 6 and beyond = 12 months

- (b) Severance Amounts shall be paid out in a lump sum.
- (c) Under subsections (a) above, EMPLOYEE shall also be entitled to receive up to six (6) months of insurance (life, accident, health and/or medical) that other EMPLOYEES would have been entitled to have covered under the CITY's policies as Severance Benefits. Any additional coverages requested and paid for by EMPLOYEE shall not be covered upon termination.
- (d) No other benefits or allowances shall be paid to EMPLOYEE upon termination. Should EMPLOYEE not have exhausted the relocation expense allotment, EMPLOYEE shall not be entitled to receive any further draws on such amounts after the date of termination.
- (e) EMPLOYEE agrees to execute a full release of CITY and its officers, employees and representatives from any and all claims arising from EMPLOYEE's employment as a condition to receipt of any severance hereunder and acknowledges that any severance pay is construed as additional consideration for such full release. The parties agree that they will not make any disparaging comments or statements about each other.
- (f) In the event EMPLOYEE is terminated under a Mutual Agreement, the CITY and the EMPLOYEE may consider some form of Severance and payment of accrued leave as set out in subsections (a)-(e) above.

I. Reductions and Resignation

1. In the event Council, at any time during the term of this Agreement, reduces the authority of the EMPLOYEE as City Manager or the salary or other financial benefits of EMPLOYEE in a greater percentage than an applicable across-the-board reduction for all employees of CITY, or in the event CITY refuses, following written notice, to comply with any other provision benefitting EMPLOYEE herein, or the EMPLOYEE resigns following a suggestion, whether formal or informal, by the Council that he resign, then, in that event, EMPLOYEE may, at his option, be deemed to the "terminated" at the date of such reduction or such refusal to comply within the meaning and context of the herein severance pay provision and shall be considered for the Unilateral Severance set forth above.
2. In the event EMPLOYEE voluntarily resigns his position, then EMPLOYEE shall give not less than thirty (30) days' notice in advance, unless the parties otherwise agree.
3. Except for FMLA qualifying events, if EMPLOYEE is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) working day period, CITY shall have the option to terminate this Agreement. EMPLOYEE shall be compensated for any accrued sick leave, vacation, holidays, compensatory time and other accrued benefits.

J. Performance Evaluations

1. The City Council shall review and evaluate the performance of the EMPLOYEE twice the first year: once prior to the end of the first six months of employment and second prior to the end the first year.
2. Thereafter, City Council shall review and evaluate the performance of the EMPLOYEE at least once annually before 1 October. Said review and evaluation shall be in accordance with criteria developed jointly by the City Council and the EMPLOYEE. Said criteria may be added to or deleted from as the Council may from time to time determine, in consultation with the EMPLOYEE. Further, the Mayor shall provide the EMPLOYEE with a summary written statement of the findings of the City Council and provide an adequate opportunity for the EMPLOYEE to discuss the evaluation with the Council.
3. Annually, the City Council and EMPLOYEE shall define such goals and performance objectives which they determine necessary for the proper operation of the CITY and in the attainment of the City Council's goals and shall further establish a relative priority among them. The goals so established for the City Manager shall generally be attainable

within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

4. In effecting the provisions of this section, the City Council and EMPLOYEE mutually agree to abide by the provisions of applicable statutes, the City's Charter, ordinances, resolutions and adopted policies.

K. Outside Activities/ Additional Employment/Conflict of Interest

1. The City Council, in consultation with EMPLOYEE, shall fix any such other terms and conditions of employment, as it may determine from time to time relating to the performance of EMPLOYEE, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Lago Vista City Charter or any other law.
2. All provisions of the Charter, ordinances, policies, codes and rules and regulations of the CITY relating to vacation and sick leave, retirement and pension system contributions, holiday and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to EMPLOYEE as they would to other employees of CITY, in addition to said benefits enumerated specifically for the benefit of EMPLOYEE except as herein provided.
3. The EMPLOYEE shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the CITY, except for stock ownership in a company whose capital stock is publicly held and regularly traded on any stock exchange, without the prior written approval of the Council. For and during the Term of this Agreement, and except for properties which may be currently under negotiations, the EMPLOYEE shall, except for a personal residence or residential property acquired or held for future use as the EMPLOYEE's personal residence, not invest in any other real estate or property improvements within the CITY, without the prior written consent of the City Council.

L. Notices

1. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CITY: City of Lago Vista
 Attn: Mayor
 P.O. Box 4727
 Lago Vista, Texas 78645

EMPLOYEE: Tracie Hlavinka

2. EMPLOYEE shall be required to provide updated contact information after relocation.
3. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

M. General Provisions

1. The text herein shall constitute the entire agreement between the parties.
2. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of EMPLOYEE.
3. If any provision, or any portion thereof, contained in this Agreement is held unlawful, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect. The parties agree to immediately renegotiate any part or provision in this Agreement rendered or declared invalid.
4. This Agreement shall be effective retroactively as of July 14, 2021 ("Effective Date").
5. In the event of any conflict between the terms, conditions and provisions of this Agreement and the Applicable Laws and Authorities, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over the contrary provisions of the Applicable Laws and Authorities during the term of this Agreement.
6. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas, unless otherwise provided by law.

Signature Page to follow

IN WITNESS WHEREOF, the City Council of the City of Lago Vista has caused this Agreement to be signed and executed in its behalf by its mayor, and duly attested by its City Secretary, and the EMPLOYEE has signed and executed this Agreement the day and year above written.

CITY:

City of Lago Vista

EMPLOYEE:

Ed Tidwell, Mayor

Tracie Hlavinka

ATTEST:

Lucy Aldrich, Assistant City Secretary

AMENDED EMPLOYMENT AGREEMENT

This agreement is made and entered into this 6th day of July, 2023 (the "Agreement"), between the CITY OF LAGO VISTA, TEXAS, hereinafter called CITY, and Tracie Hlavinka, hereinafter called EMPLOYEE, pursuant to these terms and conditions:

WHEREAS, the CITY wishes to employ the services of EMPLOYEE as City Manager of the CITY; and

WHEREAS, the CITY and EMPLOYEE desire to provide for certain procedures, benefits and requirements regarding the employment of EMPLOYEE by the CITY; and

WHEREAS, EMPLOYEE wishes to accept employment as City Manager of said CITY under the terms and conditions recited herein.

NOW, THEREFORE, CITY and EMPLOYEE agree to the following:

A. Term

1. The term of this Agreement shall be for ~~an initial~~ a period of ~~two (2) years~~ beginning on the Effective Date (as defined in Section M(4), below) and continuing ~~for twenty four (24) months~~ through October 31, 2023. The Agreement may be renewed or extended by agreement of the parties. Any renewal or extension shall be negotiated a minimum of thirty (30) days prior to the expiration date.
2. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of EMPLOYEE at any time, subject only to the provisions set forth in Section H.

B. Responsibilities and Hours of Work

1. The responsibilities of EMPLOYEE as the City Manager shall be in accordance with Texas laws, the CITY's Charter, all ordinances and resolutions of the CITY and such policies as shall be adopted from time to time by the City Council.
2. The EMPLOYEE acknowledges the proper performance of the duties of the City Manager of the CITY will require the EMPLOYEE to generally observe normal business hours. The EMPLOYEE agrees to devote such additional time as is necessary for the full and proper performance of the Manager's duties and that the compensation herein provided includes compensation for the performance of all such services.

C. Compensation

CITY agrees to pay EMPLOYEE for services rendered pursuant hereto an annual base salary of one hundred and sixty-five thousand dollars (\$165,000.00) payable through the payroll system at the same time as other employees of the CITY are paid generally. The City Manager's performance and shall be evaluated at the end of the sixth (6th) month of employment, at which time the CITY may consider additional compensation up to the confines of the current budget. Thereafter, the EMPLOYEE may be considered for an annual pay increase in such amounts and to such extent as the City Council may determine that it is desirable to do on the basis of an annual salary review of said EMPLOYEE made at the same time as similar consideration is given other management employees generally.

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travel outside of Travis County, Texas will be reimbursed by the CITY pursuant to the City's Personnel Policy.

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- 1. EMPLOYEE agrees to obtain residency within the city limits of Lago Vista or request approval of outside residence in accordance with the City Charter. EMPLOYEE may request an extension of time to obtain such residency, approval of which shall not unreasonably be withheld by CITY.
- 2. Relocation expenses: CITY shall pay not more than ten thousand dollars (\$10,000.00) for relocation expenses. EMPLOYEE shall be entitled to draw from such amount as necessary and supported by receipts and documents provided to the CITY but in no event shall the CITY pay any amount over the above stated amount.

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- 1. CITY hereby agrees to budget for and to pay the reasonable travel and expenses of EMPLOYEE for professional and official travel, meetings and occasions adequate to continue the professional development of the EMPLOYEE to the annual conferences of the Texas City Management Association, the Texas Municipal League and the International City Management Association. The City Council shall be required to approve any attendance at conferences other than the annual conferences of the Texas City Management Association, the Texas Municipal League, and the International City Management Association.
- 2. CITY also agrees to budget and to pay for the reasonable travel and expenses of EMPLOYEE for short courses, institutes and seminar that are necessary and desirable for his professional development and for the good of the CITY.

3. CITY agrees to budget and to pay for the professional dues and subscriptions of EMPLOYEE necessary for his continuation and full participation in the International City Management Association and the Texas City Management Association.

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1. CITY shall maintain liability insurance or risk pool coverage to the extent permitted by law. CITY shall defend, save harmless and indemnify EMPLOYEE against any tort, professional liability claims or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of EMPLOYEE's duties as City Manager. This section shall not be construed as creating any right, cause of action, or claim of waiver or modification of the availability of the defense of governmental immunity or any other legal defense available to either the CITY or the EMPLOYEE as to any third party; provided further that CITY shall not indemnify and hold harmless the EMPLOYEE from and with respect to any claim or liability for which the conduct of the EMPLOYEE is found by the courts to have been grossly negligent or intentional wrongful conduct. CITY will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered hereon.
2. CITY shall bear the full cost of any fidelity or other bonds required of the EMPLOYEE under any law or ordinance.
3. All documents and materials prepared by EMPLOYEE while performing his duties as City Manager during the term of this Agreement shall be furnished to and become the property of the CITY without restriction or limitation on their use. All documents and information created by or provided to the EMPLOYEE in connection with the performance of this Agreement shall be held in confidence by the EMPLOYEE to the extent permitted by applicable law. Such materials or information shall not, without the prior written consent of the City Council, be used by EMPLOYEE for any purposes other than the performance of his duties nor shall such materials or information be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law.

H. Termination/Termination Events/Severance

1. Termination Events
 - (a) Mutual agreement of the CITY and EMPLOYEE in writing and signed by the parties (severance and accrued leave possible by agreement);
 - (b) Retirement, resignation, death of the EMPLOYEE or conditions outlined in I (3) of this Agreement (no severance paid; accrued leave paid);
 - (c) Termination of EMPLOYEE for "cause" as defined herein (no severance paid;

accrued leave possible by agreement); or

- (d) A Unilateral Severance (as defined and set forth below) (severance and accrued leave paid).

2. Cause: For purposes of this Agreement the term "cause" is defined as follows:

- (a) Any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any provision, duty or obligation required to be performed or prohibited by the EMPLOYEE under this Agreement, under the Charter or ordinances of the CITY, the Personnel Policy of the CITY, or the laws of the United States or the State of Texas.
- (b) Any misconduct of the EMPLOYEE and charges are brought involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), or habitual violations of the traffic laws, whether or not related to EMPLOYEE's official duties hereunder.
- (c) Any willful, knowing, grossly negligent or negligent misapplication or misuse, direct or indirect, by the EMPLOYEE of public or other funds, or other property, real, personal, or mixed, owned by or entrusted to the CITY, any agency or corporation thereof, of the EMPLOYEE.
- (d) Any material breach of this Agreement or failure to submit to or pass any required drug test or screening, whether or not related to EMPLOYEE's official duties.

3. Unilateral Severance: As one of the termination events specified above in Paragraph H.1, the CITY, by and through the City Council may end the employment relationship and terminate this Agreement, whether with or without cause, upon written notice to the EMPLOYEE as specified below and payment to the EMPLOYEE of the Severance Amount (as defined and set out below), the Severance Benefits (as defined and set out below) and the Current Obligations (the "Unilateral Severance"). If the CITY determines that it desires a Unilateral Severance, it shall provide written notice to the EMPLOYEE which specifies:

- (a) the Council has voted to pursue a Unilateral Severance pursuant to this Paragraph H of the Agreement,
- (b) the effective date of the Unilateral Severance ("Severance Effective Date"), and
- (c) the CITY's commitment to pay the Severance Amount (including a specific line-item breakdown of the items that constitute the total Severance Amount), the Severance Benefits and the Current Obligations. The total Severance Amount must be paid and payable on or before the first anniversary of the Severance

Effective Date and there shall be no limitations on the CITY making all deductions and withholdings required by law.

4. In the event EMPLOYEE is terminated by the Council and severance is required (Unilateral Severance), CITY agrees as to the Severance Amount and Severance Benefits as follows:

- (a) In the event EMPLOYEE is terminated under a Unilateral Severance, EMPLOYEE receives Severance Amount according to the Severance Schedule below, together with the value of accrued vacation, holidays, compensatory time, and other accrued benefits up to a maximum of 480 hours as accrued by, or credited to, the EMPLOYEE prior to the termination, only.

Severance Schedule:

Completion of Years 1 and 2 = 6 months

Completion of Year 3 = 9 months

Completion of Year 4 = 10 months

Completion of Year 5 = 11 months

Completion of Year 6 and beyond = 12 months

- (b) Severance Amounts shall be paid out in a lump sum.
- (c) Under subsections (a) above, EMPLOYEE shall also be entitled to receive up to six (6) months of insurance (life, accident, health and/or medical) that other EMPLOYEES would have been entitled to have covered under the CITY's policies as Severance Benefits. Any additional coverages requested and paid for by EMPLOYEE shall not be covered upon termination.
- (d) No other benefits or allowances shall be paid to EMPLOYEE upon termination. Should EMPLOYEE not have exhausted the relocation expense allotment, EMPLOYEE shall not be entitled to receive any further draws on such amounts after the date of termination.
- (e) EMPLOYEE agrees to execute a full release of CITY and its officers, employees and representatives from any and all claims arising from EMPLOYEE's employment as a condition to receipt of any severance hereunder and acknowledges that any severance pay is construed as additional consideration for such full release. The parties agree that they will not make any disparaging comments or statements about each other.
- (f) In the event EMPLOYEE is terminated under a Mutual Agreement, the CITY and the EMPLOYEE may consider some form of Severance and payment of accrued leave as set out in subsections (a)-(e) above.

I. Reductions and Resignation

1. In the event Council, at any time during the term of this Agreement, reduces the authority of the EMPLOYEE as City Manager or the salary or other financial benefits of EMPLOYEE in a greater percentage than an applicable across-the-board reduction for all employees of CITY, or in the event CITY refuses, following written notice, to comply with any other provision benefitting EMPLOYEE herein, or the EMPLOYEE resigns following a suggestion, whether formal or informal, by the Council that he resign, then, in that event, EMPLOYEE may, at his option, be deemed to the "terminated" at the date of such reduction or such refusal to comply within the meaning and context of the herein severance pay provision and shall be considered for the Unilateral Severance set forth above.
2. In the event EMPLOYEE voluntarily resigns his position, then EMPLOYEE shall give not less than thirty (30) days' notice in advance, unless the parties otherwise agree.
3. Except for FMLA qualifying events, if EMPLOYEE is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) working day period, CITY shall have the option to terminate this Agreement. EMPLOYEE shall be compensated for any accrued sick leave, vacation, holidays, compensatory time and other accrued benefits.

J. Performance Evaluations

1. The City Council shall review and evaluate the performance of the EMPLOYEE twice the first year: once prior to the end of the first six months of employment and second prior to the end the first year.
2. Thereafter, City Council shall review and evaluate the performance of the EMPLOYEE at least once annually before 1 October. Said review and evaluation shall be in accordance with criteria developed jointly by the City Council and the EMPLOYEE. Said criteria may be added to or deleted from as the Council may from time to time determine, in consultation with the EMPLOYEE. Further, the Mayor shall provide the EMPLOYEE with a summary written statement of the findings of the City Council and provide an adequate opportunity for the EMPLOYEE to discuss the evaluation with the Council.
3. Annually, the City Council and EMPLOYEE shall define such goals and performance objectives which they determine necessary for the proper operation of the CITY and in the attainment of the City Council's goals and shall further establish a relative priority among them. The goals so established for the City Manager shall generally be attainable

within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

4. In effecting the provisions of this section, the City Council and EMPLOYEE mutually agree to abide by the provisions of applicable statutes, the City's Charter, ordinances, resolutions and adopted policies.

K. Outside Activities/ Additional Employment/Conflict of Interest

1. The City Council, in consultation with EMPLOYEE, shall fix any such other terms and conditions of employment, as it may determine from time to time relating to the performance of EMPLOYEE, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Lago Vista City Charter or any other law.
2. All provisions of the Charter, ordinances, policies, codes and rules and regulations of the CITY relating to vacation and sick leave, retirement and pension system contributions, holiday and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to EMPLOYEE as they would to other employees of CITY, in addition to said benefits enumerated specifically for the benefit of EMPLOYEE except as herein provided.
3. The EMPLOYEE shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the CITY, except for stock ownership in a company whose capital stock is publicly held and regularly traded on any stock exchange, without the prior written approval of the Council. For and during the Term of this Agreement, and except for properties which may be currently under negotiations, the EMPLOYEE shall, except for a personal residence or residential property acquired or held for future use as the EMPLOYEE's personal residence, not invest in any other real estate or property improvements within the CITY, without the prior written consent of the City Council.

L. Notices

1. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CITY: City of Lago Vista
 Attn: Mayor
 P.O. Box 4727
 Lago Vista, Texas 78645

EMPLOYEE: Tracie Hlavinka

2. EMPLOYEE shall be required to provide updated contact information after relocation.
3. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

M. General Provisions

1. The text herein shall constitute the entire agreement between the parties.
2. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of EMPLOYEE.
3. If any provision, or any portion thereof, contained in this Agreement is held unlawful, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect. The parties agree to immediately renegotiate any part or provision in this Agreement rendered or declared invalid.
4. This Agreement shall be effective retroactively as of July 14, 2021 ("Effective Date").
5. In the event of any conflict between the terms, conditions and provisions of this Agreement and the Applicable Laws and Authorities, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over the contrary provisions of the Applicable Laws and Authorities during the term of this Agreement.
6. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas, unless otherwise provided by law.

Signature Page to follow

IN WITNESS WHEREOF, the City Council of the City of Lago Vista has caused this Agreement to be signed and executed in its behalf by its mayor, and duly attested by its City Secretary, and the EMPLOYEE has signed and executed this Agreement the day and year above written.

CITY:

City of Lago Vista

EMPLOYEE:

Ed Tidwell, Mayor

Tracie Hlavinka

ATTEST:

Lucy Aldrich, City Secretary



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	July 6, 2023
SUBMITTED BY:	Roy Jambor, Development Services
SUBJECT:	The Lago Vista City Council will hold a public hearing and consider a conditional use permit application pursuant to Section 16.70 of Chapter 14 of the Lago Vista Code of Ordinances to allow for a home-based gift shop or boutique, allowing retail customers to view available products by appointment only, a use otherwise prohibited at 21002 Brewer Lane (Lago Vista Estates, Section 10, Lot 2449).
BACKGROUND:	Following this cover sheet is the staff report and packet provided to the Planning and Zoning Commission for their use in the public hearings on May 11, 2023 and June 8, 2023. It should be noted that no written comments were received pursuant to the notification to property owners within 200 feet of the application. Perhaps more importantly, the staff has not received a formal complaint from a property owner within that same distance from the subject property, a requirement of Section 16.70(d). The applicant acknowledged that the business has been operating as suggest by the staff report. Commission members appeared to be impressed by the relatively isolated location, the physical limitations of the specific location of the business within the residence, and the effort already undertaken by the applicant to investigate a future location for a business that is already experiencing growth (the desired outcome of the ordinance).
FINDINGS:	To approve the conditional use required for this property owner to operate a business within a principal residence, Sections 16.10 and 16.70(d) require that the City Council find that: • the operation is incidental to the use of the premises as a residence; • the operation is compatible with adjacent and nearby residential uses;

- the operation does not detract from the residential character of the neighborhood and does not create inordinate amounts of additional traffic due to patronage or deliveries; and
- is not the subject of a valid complaint filed by a property owner situated within 200 feet of the location.

FINANCIAL IMPACT: N/A

RECOMMENDATION: Following public hearings on May 11, 2023, and June 8, 2023, the Planning and Zoning Commission recommended that the Lago Vista City Council approve the conditional use required for the operation of this home-based business. The deferral on May 11, 2023, was due to the absence of the applicant, as the Commission felt the need to confirm certain aspects of the operation. All five members in attendance voted in favor of the motion to recommend approval, subject to the enumerated conditions described below.

During that public hearing, it was revealed that the applicant has already begun searching for a location in a commercial zoning district in anticipation of the business outgrowing the location on 21002 Brewer Lane. That would be an example of the home-based business process yielding the desired outcome. Nonetheless, two conditions were recommended.

Although the Planning and Zoning Commission recommended that patronage be limited to a single individual or small group with a prior appointment and hosted events with a specified maximum attendance ending no later than a specified hour in the evening, they neglected to specify the maximum attendance or the time when a hosted event must end. If the Council elects to include that condition, they will need to supply that maximum attendance and the latest hour in which a hosted event may be permitted.

The Planning and Zoning Commission also recommended that in accordance with the authority of Section 16.70(e)(3), the certificate of occupancy (CO) for the home-based business require renewal every two years and require a subsequent conditional use application if additional relief from the use limitations within Section 16.20 is required or desired. A third potential condition considered by the Commission related to the delivery of finished products was determined to be unnecessary after additional information was provided by the applicant.

ATTACHMENTS:
[Brewer Lane home-based business Conditional Use Packet](#)

**LAGO VISTA PLANNING AND ZONING COMMISSION
STAFF LAND USE REPORT – JUNE 8, 2023**



P&Z CASE NO:	23-2353-CO-U: 21002 Brewer Lane
APPLICANT:	Amy Stewart
LANDOWNER:	Joel Mikhail Stewart
LOCATION:	North side of Brewer Lane ± 125' west of Deepwood Drive
ZONING:	R-1D (single-family residential) district
PROPOSED USE:	Home-based "made-to-order boutique"

UPDATE

- This application was deferred at the May 11, 2023 regular meeting by a unanimous vote of the five members participating (one member participated remotely). Although not part of the motion, there was a clear desire on the part of the members to discuss various potential conditions with the applicant who was not present at the meeting. The staff subsequently contacted the applicant and made them aware of the option to participate remotely. We were assured that they would be represented at the next scheduled public hearing.

GENERAL INFORMATION / LOCATION:

- The subject property is located on the north side of Brewer Lane approximately equidistant between Deepwood Drive and Brewer Cove. Although there are no other residences on either side of the street between these two intersections, there are a handful of existing residences further west on Brewer Lane and on Deepwood Drive. Paseo De Vace Street is immediately to the south of Brewer Lane and includes a reasonable number of existing residences.
- The applicant appears to already be operating a business known as "jax + dade" at this location and maintains a website available using the following address: <https://www.daxandjade.com/>. On February 13, 2023, an application for this home-based business was submitted and subsequently denied. Presumably this business model was determined to be unlike any of the uses included in Section 16.30 of Chapter 14 as "normally permitted."
- Despite an assertion to the contrary in the original home-based business application, the website also includes this residential address, although it is not displayed prominently. Nonetheless it is prohibited by Section 16.20(j) of Chapter 14 and that same information is included in the signed application form that is in the packet. Both inconsistencies with the zoning ordinance dictated this request for a conditional use to be approved by the Lago Vista City Council following a recommendation by the Planning and Zoning Commission in accordance with Section 16.70(a).

SITE PLAN / CONTEXT CONSIDERATIONS:

- The subsequent conditional use request submitted on February 23, 2023, did not include the "drawing of the improvements that would be provided" as noted on the bottom of the application form. Fortunately, the residence was constructed recently following the date when the department began using digital permit records. As such, we were able to provide that information on behalf of the applicant in consideration of the current request. However, we also sent an email requesting the information that was still needed to accurately determine exactly what area of the residence was proposed for use by this business. That reply is included in the packet following the applications.
- The location described by the applicant is a separate room located on a floor level below the balance of the residence. It is not directly accessible from the interior of the residence and instead requires a path across a rear wood deck and the adjacent exterior stairs to business location directly below the master bedroom. This is therefore less concern about the potential of the business to grow beyond the confines of the original request than might otherwise be present.
- Although there are not currently any existing residences immediately adjacent to this location, an access route through the living area is probably preferable going forward. The required minimum

cumulative side yard setbacks are achieved with a clearance between the residence and the west property line of nine feet and a clearance of six feet at the east property line. Without regard to the change in grade elevation, a patron access route along the exterior of the residence adjacent to either property line would likely compromise the privacy of any future neighbors.

RELEVANT ORDINANCE PROVISIONS / COMPREHENSIVE PLAN CONSIDERATIONS:

- Section 16.20(f) specifies that: “No advertisement shall be placed in any media containing the address of the property if the business is one which involves traffic or customers to purchase goods or services.” However, that limits administrative approvals of home-based businesses and relief from that requirement following the scrutiny afforded by a conditional use application is explicitly contemplated by this process. Absent a valid complaint from a property owner within two hundred feet of the location, Section 16.70(d) requires the Planning and Zoning Commission to recommend approval to the City Council if it finds that the home-based business, “while not fully complying with the terms of the home occupation ordinance, will substantially comply with the provisions thereof.”
- One of the typical concerns with home-based retail businesses is the delivery of goods or materials. In this case, the applicant asserts on the form that no delivery of materials will occur and that the business is “mostly online.” There is also a statement that the business location within the residence will be used to “make products.” As there are images of sample products on the website, the presumed intent is that only samples and raw materials will be delivered to this address and that finished products not requiring assembly or alteration will be shipped to the purchaser.
- The application also states that appointments are required, that only one customer or vehicle at a time will be accommodated, and that only daylight hour appointments are permissible. However, the website currently includes two “hosted events” for which tickets with varying costs are available. One of them is scheduled to begin on a Sunday at 6 PM and includes cocktails. The staff would therefore suggest that the Commission consider whether limitations to the attendance at these “hosted events” would be appropriate, as well as an hour in the evening when they must conclude.
- Section 16.70(e)(3) authorizes an approval that includes an expiration. Given the potential issues associated with significant attendance at a “hosted event” such as parking shortages, the staff feels that the “home occupation permit” required by Section 16.50 should require renewal every two years. This will help ensure outcomes that are consistent with the intent of the ordinance. A new conditional use application would only be required if it was discovered that the limits specified in the approval had been exceeded or were longer effectively achieving acceptable results.

POTENTIAL ALTERNATIVE DECISIONS:

- A. Recommend approval of the application to permit a home-based “made-to-order boutique” subject to the following conditions as potentially amended by the Commission following the public hearing:
 1. patronage shall be limited to a single individual or small group with a prior appointment and hosted events with a specified maximum attendance ending no later than a specified hour in the evening;
 2. deliveries of finished products sold to customers are prohibited at this address; and
 3. in accordance with the authority of Section 16.70(e)(3), the certificate of occupancy (CO) for the home based business shall require renewal every two years and require a subsequent conditional use application if additional relief is required or desired.
 - B. Recommend denial of the application.
 - C. Recommend approval of the application with no conditions.
-

23-2353-CO-U
21002 Brewer Lane

Attachment 1

Application



CITY OF LAGO VISTA

Conditional Use Permit

Conditional Use Permit Fee: \$250.00

Applicant Information:

Name: Amy Stewart
Address: 21002 Brewer Lane
Telephone #: 512.201.7222
E-mail: daxandjade@yahoo.com
Date of Application: 02/23/23
Signature: Amy Stewart

Request:

Conditional Use Permit is being sought for:

dax + jade - see attached document

Legal Description: Lot 2449 - Lago Vista Estates Sec 10

(Subdivision) (Section) (Lot)

Please attach a to-scale drawing of the improvements that would be provided.

**CITY OF LAGO VISTA
APPLICATION FOR HOME OCCUPATION PERMIT**

Applicant's Name: Amy Stewart Business Name: dax + jade
 Lago Vista Address: 21002 Brewer Ln Phone Number: 512-201-7222
 Email Address: daxandjade@yahoo.com
 Date Business Began or Will Begin: online business until 02/2023

**ORDINANCE NO. 97-07-17-04
(An Amendment to Zoning Ordinance No. 93-03-18-01)**

This ordinance contains all the provisions relating to the use of Home Occupations. Some of the more important provisions are shown below as a guide to the applicant.

DEFINITION

A "Home Occupation" is an accessory use of a dwelling unit for gainful employment involving the manufacture, assembly, provision or sale of goods and/or services.

USE LIMITATIONS

- (a) Such occupation shall be conducted solely by family members residing in the residence plus no more than one nonresident assistant or employee.
- (b) No more than twenty-five (25) percent of the gross living area of said residence shall be used for such purpose. Use of garage or accessory buildings for these purposes is discouraged. There must be ample off-street parking space provided for vehicles.
- (c) No use shall require external structural alteration or involve construction features or the use of electrical or mechanical equipment that would change the fire rating of the structure. No alteration or change in the premises or building shall be made that will make, result in or cause the main structure to appear in any way to be anything but a residential dwelling unit.
- (d) There shall be no outside storage of any kind related to the home occupation.
- (e) There shall be no display of products or material visible in any manner from the outside of the dwelling.
- (f) No use shall create noise, dust, vibration, smell, smoke, flare, electrical interference, fire hazard, or any other hazard or nuisance to any greater or more frequent extent than that usually experienced in a residential zoned district.
- (g) No advertising, display or other signs shall be permitted on the premises.
- (h) No toxic, explosive, flammable, combustible, corrosive, etiologic, radioactive, or other restricted material are used or stored on the site.
- (i) No process is used which is in violation of any city, state or federal rule, regulation or law.
- (j) No advertisement shall be placed in any media containing the address of the property if the business is one which involves traffic or customers to purchase goods or services.
- (k) Parking for home occupations: the business shall not generate vehicular traffic requiring parking spaces beyond those normally allotted to residential use. Curb-side or edge-of-street parking related to a home occupation is prohibited.

PERMITTED AND PROHIBITED USES

These uses are listed under Section 16.30 and 16.40 of the ordinance.

INFORMATION REQUESTED FROM APPLICANT

Describe the proposed Home Occupation such as (a) activities involved, (b) materials/equipment used, (c) methods of operation: mostly online "made to order" boutique.
with shop that's by appointment only

Explain what type or product will be produced, serviced or repaired: bath, body, gift items
candles, large gift items, etc.

Describe any alterations to the home or premises that might be required to facilitate the proposed Home Occupation:

no alterations to home to maintain business function

Describe what rooms will be used in the conduct of the Home Occupation and how these rooms will be used:

downstairs office shop by appointment and make products

Describe the mechanical and/or electrical equipment necessary to conduct the proposed Home Occupation:

microwave and wax warmer only.
no major mechanical or electrical equipment

Describe how, where and in what amounts material, supplies and/or equipment related to the proposed Home Occupation will be stored:

stored on organized shelves downstairs

Will people come to your home to obtain any product or utilize any service connected with this Home Occupation?

YES X NO If yes, explain: by appointment during daylight hours only one person/vehicle at a time and not often

If trucks or similar equipment will be used, where will they be parked? no company vehicles

Will commercial vehicles be used for delivery of materials? YES NO X If yes, explain:

CERTIFICATION

I certify I am a bona fide resident at the address given. I agree to comply with all Use Limitations. I further certify all the information supplied is complete and correct to the best of my knowledge.

Amy Stewart
Signature of Applicant

02/13/2023
Date

BUILDING OFFICIAL COMMENTS

Gift shop and/or retail in a residential district is prohibited by the City of Lago Vista Zoning Ordinance

Michael Drake
Building Official

02/21/2023
Date

APPROVAL

This home occupation permit is issued for in reliance on the above representations and becomes void upon termination of the above named applicant's residency of such premises. This permit is not transferable to any other resident, address or any other occupation. A violation of the Use Conditions or Ordinance provisions will be cause for revocation of this permit.

City Manager

Approval Date

Permit Number

DENIAL

This application was denied on 2-21-2023 for the following reasons. The appeal process is explained in the ordinance.

Tracie Hawkins
City Manager

2-21-2023
Date

Roy Jambor

From: Amy Stewart <daxandjade@yahoo.com>
Sent: Friday, March 10, 2023 10:54 AM
To: Roy Jambor
Subject: Re: Condition Use Application

Dear Mr. Jambor,

Here is the requested information to complete my permit.

To address the limitations in section 16.20(b) - The space used for my business is 321.5 square feet (16.5 x 19.5). My entire home is 2,315 square feet.

To address the limitations in section 16.20(d)- I will NOT be utilizing any garages or accessory buildings to support my business in any way.

I will pay the fee.

Thank you for all of your help with this matter.

I hope you have a blessed weekend.

Amy Stewart
21002 Brewer Ln
512.201.7222

On Wednesday, March 8, 2023 at 06:10:22 PM CST, Roy Jambor <roy.jambor@lagovistatexas.gov> wrote:

Dear Ms. Stewart:

I was reviewing your application materials today and preparing the associated notices. However, I did not see anything in your application that addressed the limitations in Section 16.20(b) or Section 16.20(d). Typically we require you include a measurement of the rooms to be used for your home-based business. We can determine the gross living area of your residence from various sources at our disposal. We also need you to include in your narrative whether you will be using any garages or accessory buildings to support the business in any way, including storage. If that is proposed, we will need the measurements of those areas as well.

Please provide that information at your convenience. Because of the amended notice requirements, our deadline is more lenient than it was before for you provide this type of needed information.

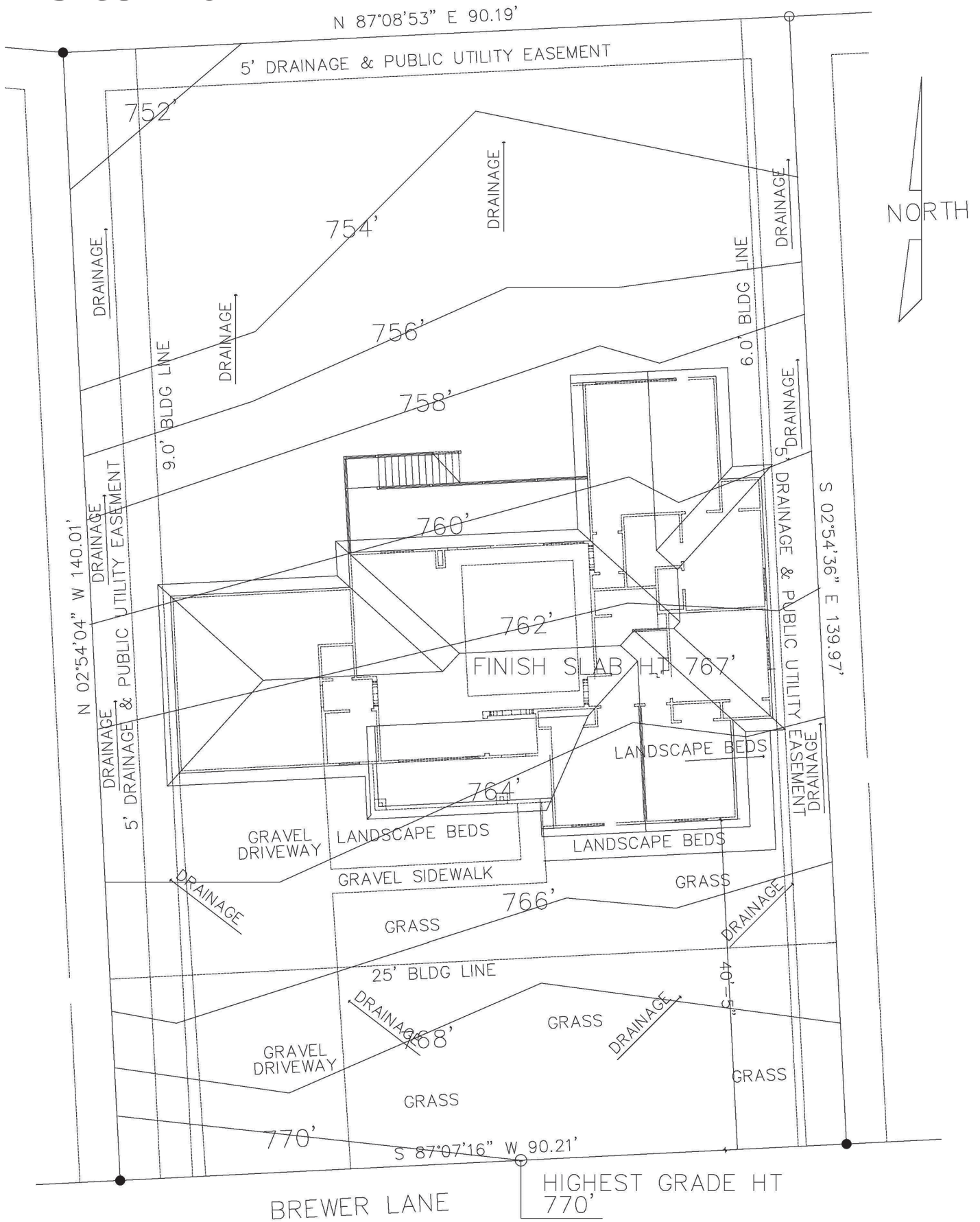
Roy Jambor, AICP/PA
Director of Development Services
City of Lago Vista, Texas



23-2353-CO-U
21002 Brewer Lane

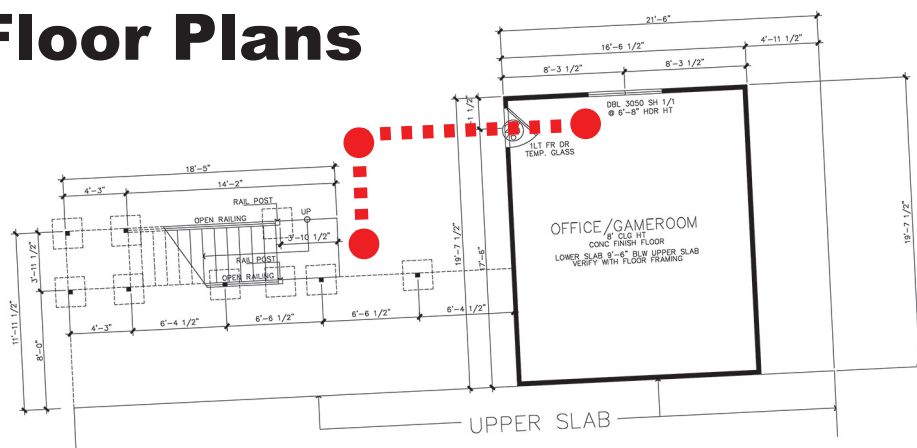
Attachment 2
Site and Floor Plans

Site Plan

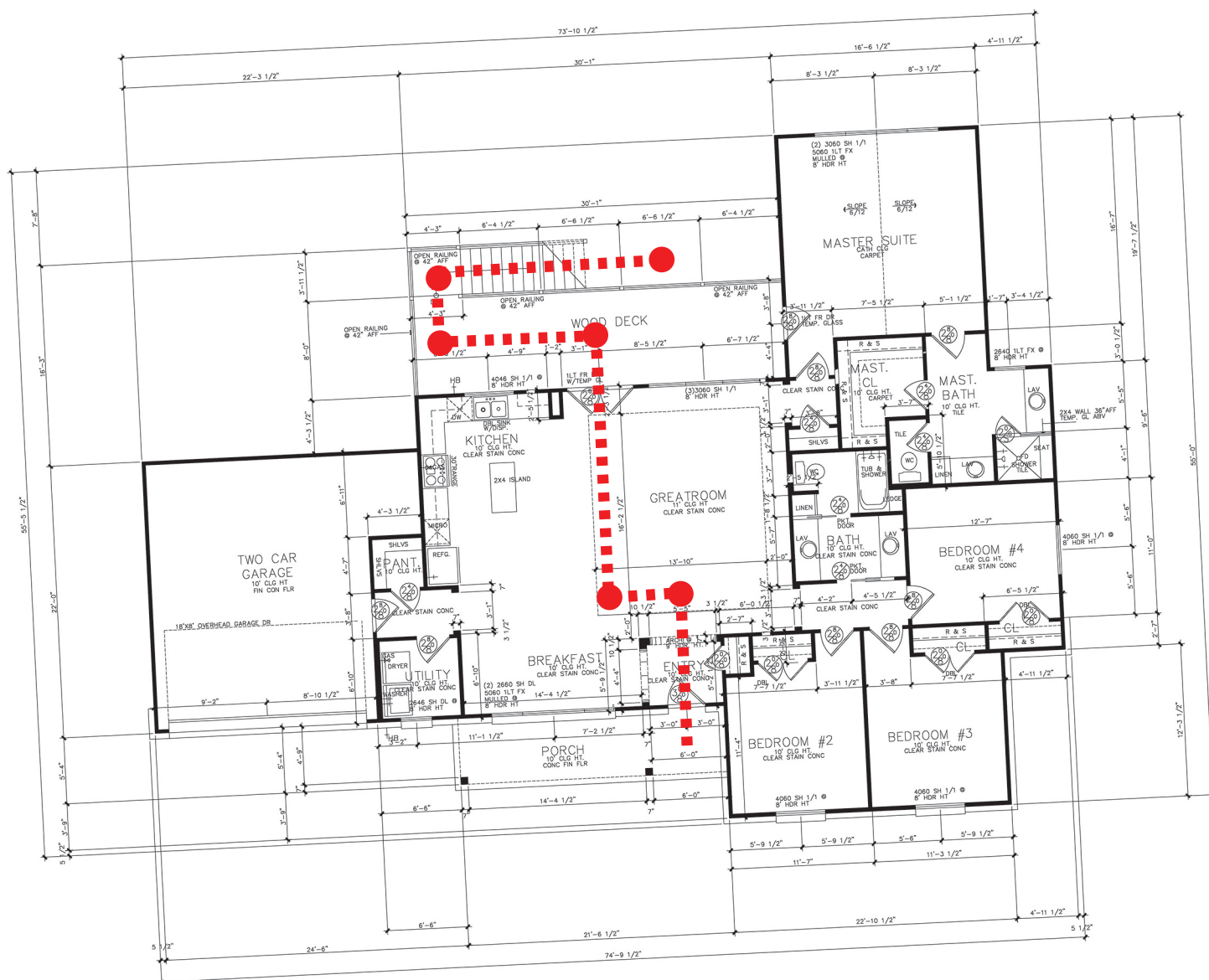


WOOD DECK 298

Floor Plans



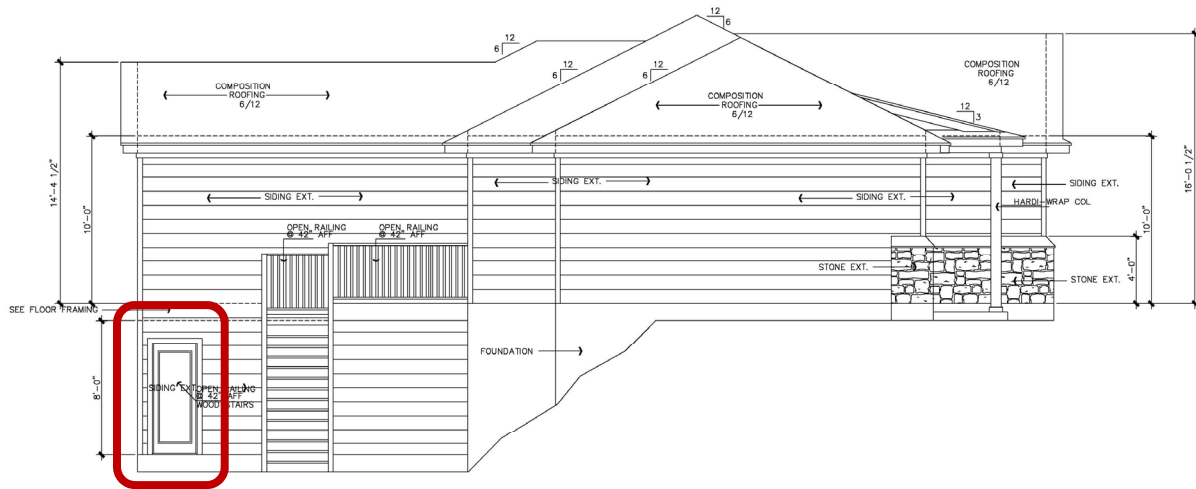
Lower Level Plan



Main Level Plan

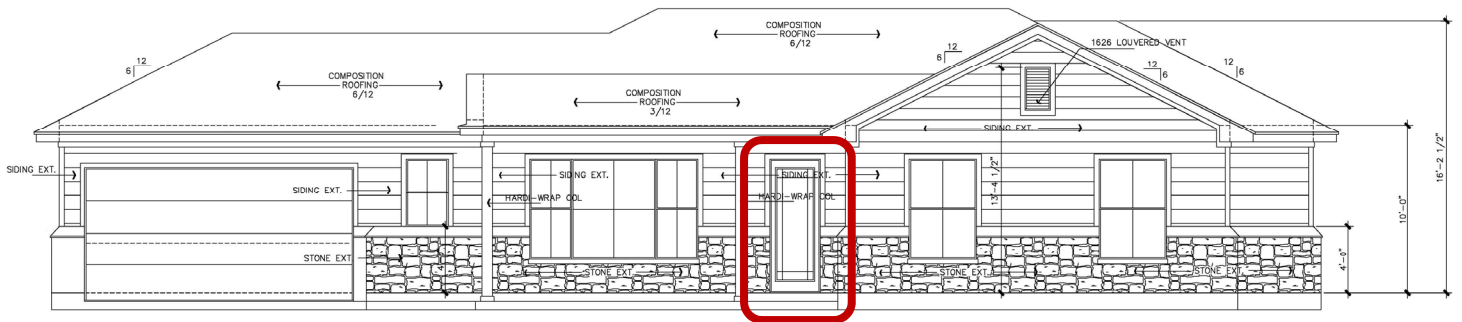
23-2353-CO-U
21002 Brewer Lane

Attachment 3
Building Elevations



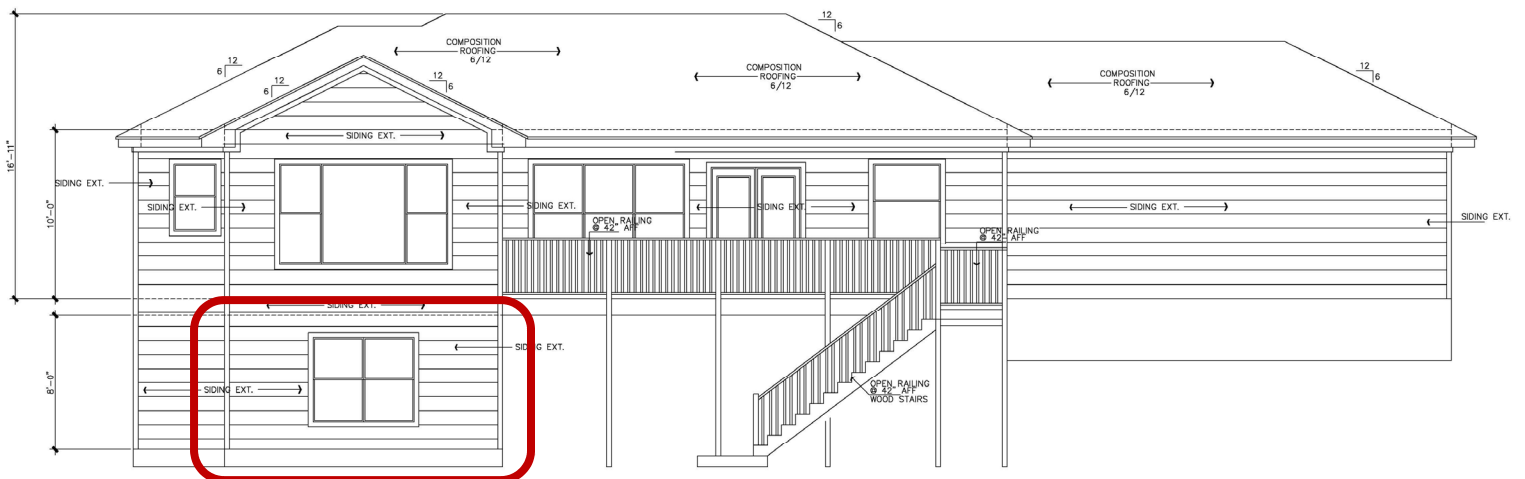
entry to business
from rear deck stairs

Left (West) Elevation



patron entry thru
residence front door

Front (South) Elevation

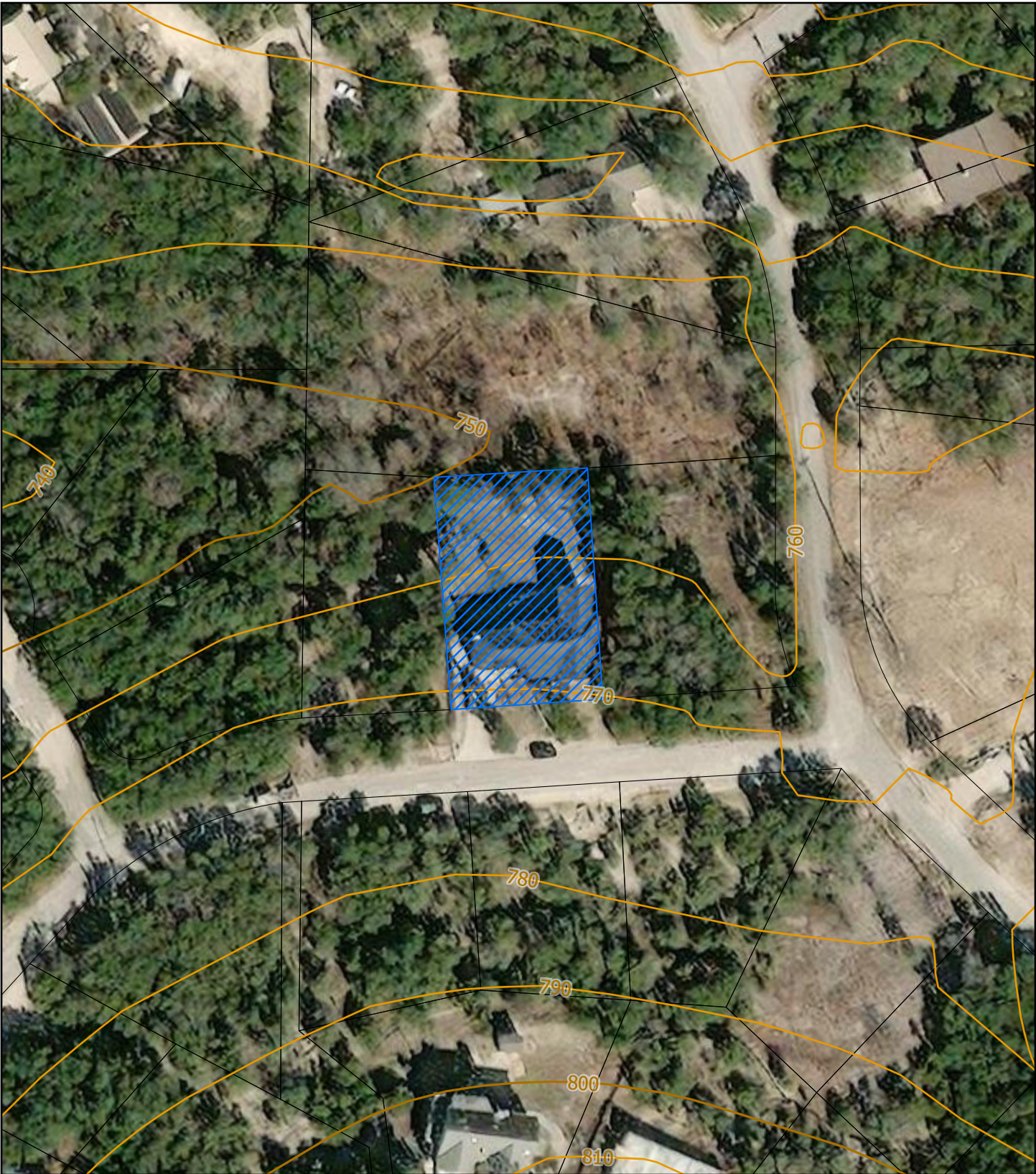


business location –
no interior access

Rear (North) Elevation

23-2353-CO-U
21002 Brewer Lane

Attachment 4
Maps



Requester



TCAD Parcels



10 ft Contour Lines

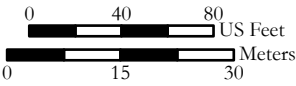


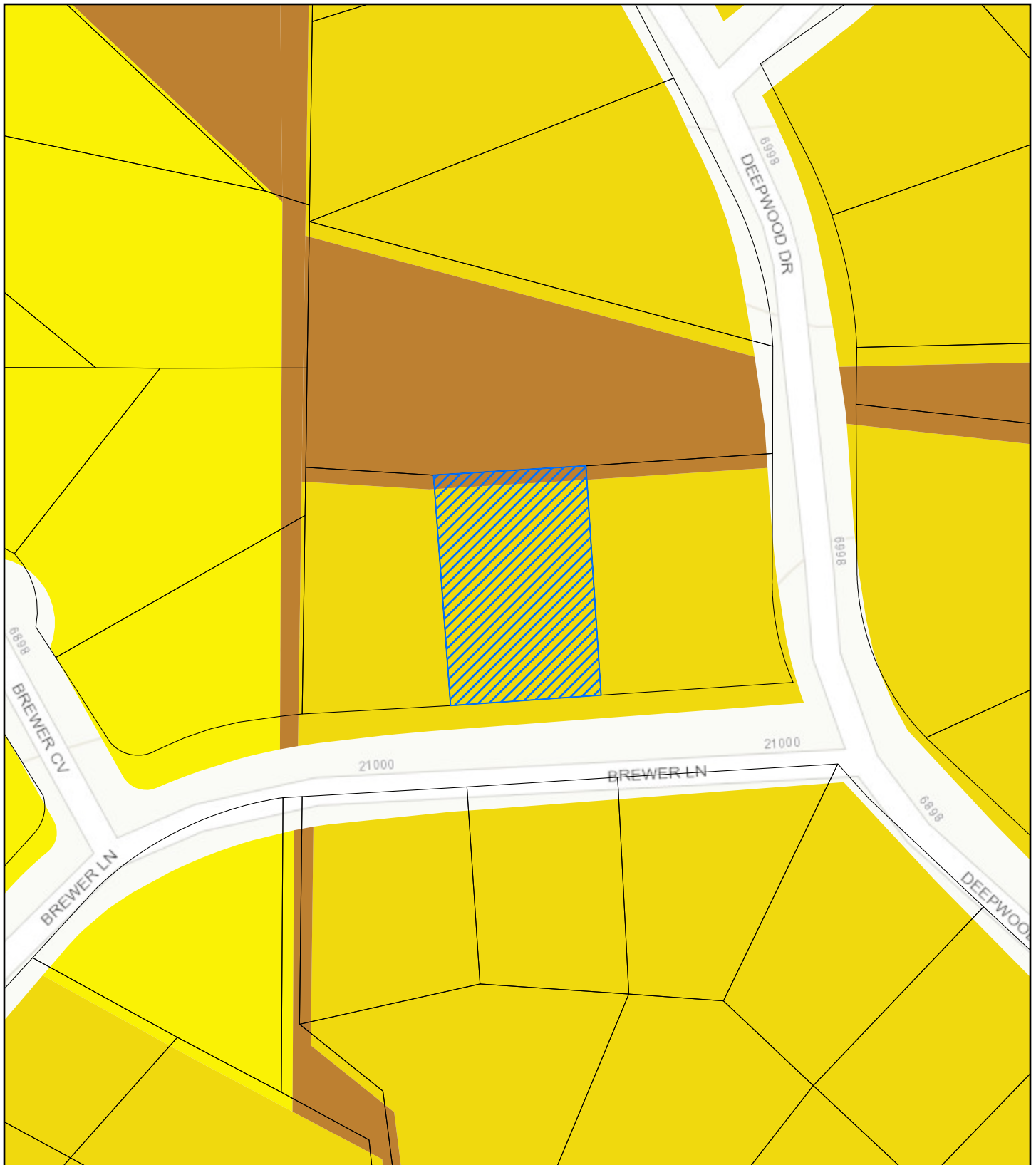
50 ft Contour Lines

21002 Brewer Lane

Request Type	Conditional Use	Project	23-2353-CO-U
Change Requested	Home-Based Business	Date	4/17/2023
Map Purpose	Aerial & Topography	Drawn By	D Avetian

Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet





 Requester

 TCAD Parcels

Zoning Districts

 R-1B

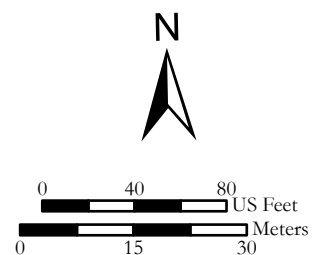
 R-1D

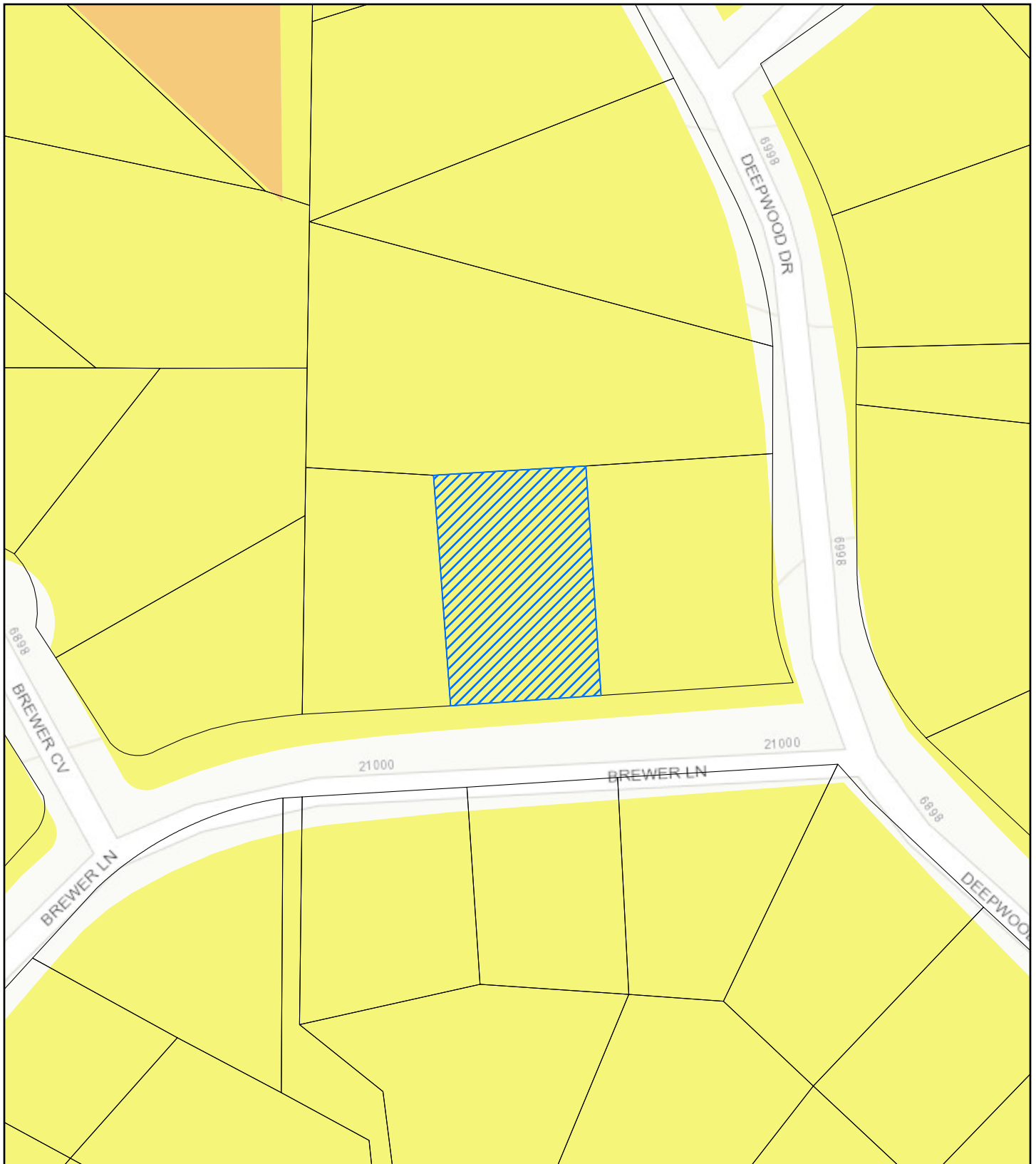
 TR-1

21002 Brewer Lane

Request Type	Conditional Use	Project	23-2353-CO-U
Change Requested	Home-Based Business	Date	4/17/2023
Map Purpose	Existing Zoning	Drawn By	D Avetian

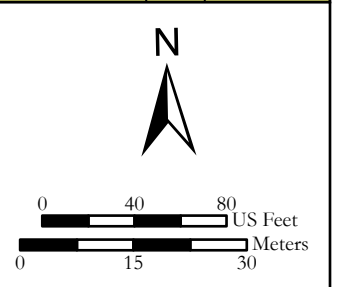
Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet





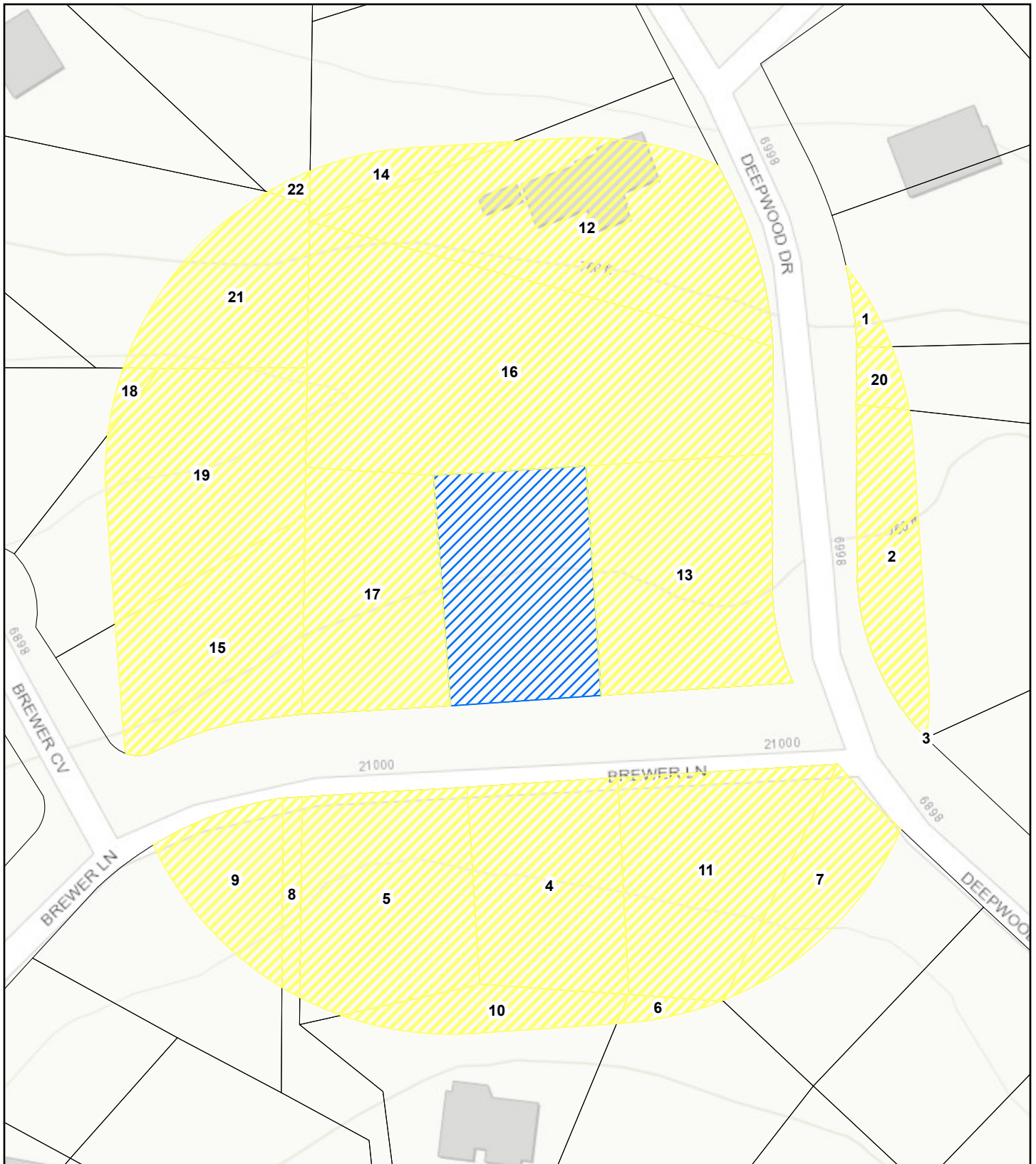
-  Requester
 TCAD Parcels
Land Use Code
 Low Density Residential
 Medium Density Residential

21002 Brewer Lane			
Request Type	Conditional Use	Project	23-2353-CO-U
Change Requested	Home-Based Business	Date	4/17/2023
Map Purpose	Future Land Use	Drawn By	D Avetian
Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet			



23-2353-CO-U
21002 Brewer Lane

Attachment 5
Notice Comments

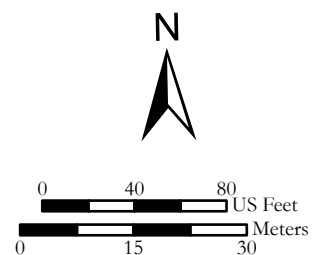


- Notification_Boundary
- Requester
- TCAD Parcels

21002 Brewer Lane

Request Type	Conditional Use	Project	23-2353-CO-U
Change Requested	Home-Based Business	Date	4/17/2023
Map Purpose	Notification Boundary	Drawn By	D Avetian

Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet





Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 6, 2023

SUBMITTED BY: Roy Jambor, Development Services

SUBJECT: The Lago Vista City Council will hold a public hearing and consider Ordinance 23-07-06-03, an ordinance of the City Council of Lago Vista amending the official zoning map by changing the zoning district for the approximately 109.522 acres of the D&W RR Co. Survey No. 99, Abstract No. 246 and the Richard Craig Survey No. 1867, Abstract No. 2754 from the TR-1 ("Temporary Restricted") district to a Planned Development District ("PDD") to be known as the "Luna Ridge PDD."

BACKGROUND: Following this cover sheet is the staff report and packet provided to the Planning and Zoning Commission for their use in the public hearing on June 8, 2023. It was originally scheduled for consideration at the May 11, 2023, meeting but was deferred at the request of the applicant to provide additional exhibits. There was some confusion about target delivery dates and those exhibits were not available for review by the members as early as preferred. While an additional deferral of their recommendation was an available option, that potential action was not discussed.

Despite the new and additional exhibits, the staff report recommended some amendments and additional conditions for consideration by the Commission. The members also had some changes they wanted incorporated into their recommendation that the applicant did not object to. In addition to the three conditions specified in "Alternative A" of the staff report, the unanimous recommendation of the five Commission members present at the meeting included a requirement that each unit include a minimum two-car garage and a prohibition against any residence that includes more than two floor levels. The applicant has provided amended exhibits for use in the draft ordinance which includes all these changes and conditions.

FINDINGS: To adopt the proposed zoning change ordinance, the City Council must find that:

- the change is in the public interest; and
- the request is not deemed to be inconsistent with the current comprehensive plan.

The comprehensive plan designates the entirety of this property, including the corner of Lohman Ford Road and Boggy Ford Road as “high density residential,” currently defined as including between 9 and 19 dwelling units per acre, reduced from between 18 and 24 units per acre as originally adopted in 2016. While the requested residential component is far below this density designated in the current comprehensive plan, the application includes a request for a concept only plan approval for a commercial designation of an unspecified nature (other than the inclusion of uses permitted in the C-2 zoning district).

Although the exhibits indicate that this commercial designation is approximately 5.5 acres in area, even that size is somewhat speculative, given the limitation of our interlocal agreement with the City of Austin (codified in our subdivision regulations) that a commercial use in this location can include a maximum impervious surface area of twenty-five percent. It is therefore likely that the exact size of the commercial lot or tract will need to accommodate the impervious surface area included in a subsequent “detail plan” approval.

FINANCIAL IMPACT: N/A

ATTACHMENTS:

[Ordinance 23-07-06-03 \(Luna Ridge PDD Packet\)](#)

ORDINANCE NO. 23-07-06-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, AMENDING THE OFFICIAL ZONING MAP FOR THE APPROXIMATELY 109.522 ACRES OF THE D&W RR CO. SURVEY NO. 99, ABSTRACT NO. 246 AND THE RICHARD CRAIG SURVEY NO. 1867, ABSTRACT NO. 2754 FROM THE TR-1 (“TEMPORARY RESTRICTED”) DISTRICT TO A PLANNED DEVELOPMENT DISTRICT (“PDD”) TO BE KNOWN AS “THE LUNDA RIDGE PDD;” AND PROVIDING FOR RELATED MATTERS.

WHEREAS, WB Lago Vista Land LLC, the owner of approximately 109.522 acres of land, more particularly described in **Exhibit “A”** attached hereto and historically known as the “Groseclose Tract” (described hereinafter as the “Property”), has requested a change in zoning of the Property from the current TR-1 (“Temporary Restricted”) district to a Planned Development District (“PDD”) to be known as “The Cottages at Lago Vista,” and

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

WHEREAS, the concept and detail plans for the Property are set forth in this Ordinance below and in **Exhibit “B”** attached hereto (the “Concept / Detail Plan”), which identifies and designates various specific and limited land uses for the Property as further described herein;

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

WHEREAS, the Planning and Zoning Commission at its public hearing held on June 8, 2023 and the City Council at its public hearing held on July 6, 2023, have both reviewed the request and the circumstances of the Property, and find that a substantial change in the circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired; and

WHEREAS, the City, by and through its legislative discretion, has adopted a comprehensive plan for the City of Lago Vista, and having considered and reviewed such comprehensive plan, the City Council finds the rezoning approved herein is consistent with the comprehensive plan except as specifically described below, 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 10 and Section 13 of the City of Lago Vista Zoning Ordinance as more specifically described below, codified under Ordinance No. 98-04-27-03, as amended (the “Zoning Code”).

Section 2. Enactment. The Zoning Ordinance 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 Ordinance is hereby amended by changing the zoning of the approximately 109.522-acre tract of land described in the attached **Exhibit “A”** from the TR-1 (“Temporary Restricted”) district to a Planned Development District (“PDD”) to be known as the “Luna Ridge PDD” with the uses and limitations of individual land areas as set forth in this Ordinance.

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

Section 5. Identification of Parcels within the PDD. The Property consists of the following parcels of land which are depicted in **Exhibit “B”** attached hereto and incorporated herein for all purposes:

1. Parcel A, the “Residential Parcel,”
2. Parcel B, the “Commercial Parcel,” and
3. Parcel C, the “Open Space Parcel.”

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

1. **Zoning.** The use and development of the Property shall comply with the zoning requirements and development standards of the City of Lago Vista, except as specifically modified herein.
 - A. **Parcel A, the “Residential Parcel.”** The uses and development standards for this area shall comply with the requirements of the existing R-4 (“Multifamily Residential”) zoning district except as specifically modified herein.
 - i. In addition to the uses permitted by right in the R-4 zoning district, condominiums may be included in Parcel A.
 - ii. The existing single-family residence may be renovated for use as an amenity center serving the development that includes the leasing and management offices, subject to compliance with all applicable building code requirements.
 - iii. The maximum number of residential living units within Parcel A shall be as shown in **Exhibit “B”** which complies with the requirements for a concept and detail plan approval.
 - iv. The minimum living area for any residential unit, exclusive of the required garage, shall be 1,000 square feet.
 - v. Each unit shall include a two-car or larger garage, but there is no minimum area for that garage beyond the required size of each parking space.
 - vi. There is no required enclosed storage area associated with the parking requirement.
 - vii. Residential structures shall maintain a minimum front yard setback of twenty (20) feet and a minimum reverse corner setback of fifteen (15) feet from a lot line or parcel designation.
 - viii. The maximum height for any structure within Parcel A shall be thirty-five (35) feet as measured from the finished ground floor elevation and may not include more than two stories or levels.
 - ix. Attached residential units may be constructed with distinct ground floor elevations to help preserve the existing topography and to minimize the

natural slope excavation otherwise required. This “split-level” or “multi-level” alignment of floor levels between separate attached residential units shall not be construed as creating additional floor levels beyond the number in each individual unit.

- x. The locations of entrances to Parcel A shown in Exhibit “B” are subject to confirmation by the required traffic impact analysis (TIA) referenced below. Each entrance to Parcel A may be controlled by an access gate at the discretion of the Developer, subject to compliance with the provisions of the International Fire Code for emergency vehicle access.
- B. Parcel B, the “Commercial Parcel.” The uses and development standards for this area shall comply with the requirements of the existing C-2 (“Commercial, Large Scale”) zoning district except as specifically modified herein.
- i. The boundaries of the “Commercial Parcel” shall be as shown in **Exhibit “B”** which complies with the requirements for a concept plan only approval upon the effective date of an ordinance amending the comprehensive plan to attain the consistency required by the Lago Vista Zoning Ordinance.
 - ii. Parcel B may be used to accommodate temporary construction operations associated with Parcel A in accordance with the provisions of the Lago Vista Zoning Ordinance.
 - iii. In addition to the required subsequent detail plan approval, development of the “Commercial Parcel” is contingent upon a successful site development plan review, an amended plat that complies with the Lago Vista subdivision regulations including Section 3.16 and all applicable building and permit regulations.
 - iv. A traffic impact analysis (TIA) shall be provided to inform the required site development plan review for any proposed commercial use that generates the threshold volume specified in the Lago Vista Code of Ordinances (two hundred vehicle trips per day).
 - v. The public utility and drainage easements requirements shall be determined during the site development plan review and prior to the required plat amendment but may include depths of up to twenty-five (25) feet adjacent to any public right-of-way.
- C. Parcel C, the “Open Space Parcel.” The uses and development standards for this area shall comply with the requirements of the existing P-1A (“Undeveloped Park, Active”) zoning district except as specifically modified herein.
- i. The boundaries and uses for Parcel C shall be as shown in **Exhibit “B”** which complies with the requirements for a concept and detail plan approval.

- ii. Any or all of Parcel C may be included in a platted lot within Parcel A or B as required to ensure compliance with Section 3.16 of the Lago Vista subdivision regulations which contain the provisions of the current interlocal agreement between the City of Lago Vista and the City of Austin.
- iii. A portion of Parcel C may remain private for the sole use and enjoyment of the residents within the development.
- iv. Fences and gates in compliance with the Lago Vista Zoning Ordinance shall be allowed between parcels to preclude public access from the trails to Parcel A, the “Residential Parcel.”

2. Other Development Standards.

- A. Impervious Surfaces. Impervious surfaces across the entire development and within each separate platted lot designated as a building site shall be limited to a maximum of twenty-five (25) percent of the gross area above the 6810foot contour in accordance with Section 3.16 of the Lago Vista subdivision regulations and the interlocal agreement between the City of Lago Vista and the City of Austin.
- B. Setbacks. Front, rear, side, corner, and reverse corner building setbacks specified herein or in the Lago Vista Zoning Ordinance refer to the minimum distances required between structures and property boundary lines, including those adjacent to a public right-of-way. In addition, a minimum of ten (10) feet shall be maintained between each separate structure, and the minimum vision triangle required by the Lago Vista Code of Ordinances maintained adjacent to any driveway, alley, or street.
- C. Streets and Sidewalks.
 - i. All streets within the Property shall be private, compliant with the design parameters included herein including **Exhibit “B”** and be maintained by the property owners’ association required below.
 - ii. The minimum right-of-way width for all private streets within the Property shall be fifty (50) feet. The minimum right-of-way width for all private alleys within the Property shall be twenty-five (25) feet.
 - iii. The minimum pavement width for all private streets within the Property shall be twenty-eight (28) feet, inclusive of a curb and gutter on each side as needed. The minimum pavement width for all alleys within the Property shall be twenty-two (22) feet.
 - iv. All private streets and alleys shall also be dedicated as public utility easements and as a public assess easement for the use by the staff or

agents of any governmental, public utility, or public service entity as required to provide and maintain municipal services to the Property.

- v. Sidewalks are not required but may be provided on one or both sides of a private street or alley at the discretion of the Developer. However, when sidewalks are included, they shall comply with the Lago Vista subdivision regulation design standards.
- D. Parking. In addition to the minimum two-car garage required above for each unit within the “Residential Parcel,” the Developer shall meet or exceed the parking requirements within the Zoning Ordinance applicable at the time each separate site development plan review application is submitted. In addition, the parking or storage of watercraft, trailers, recreational vehicles and other similar items is prohibited.
- E. Topography. Permissible levels of cut or fill shall be subject to the current interlocal agreement between the City of Lago Vista and the City of Austin as documented in Section 3.16 of the Lago Vista subdivision regulations. Within those parameters, proposed levels of cut or fill shall be administratively reviewed and approved pursuant to the required site development plan application. Site grading shall also comply with accepted engineering best practices, the American with Disabilities Act (ADA-AG) and all other applicable federal, state, or local regulations. Beyond compliance with these provisions and design standards, there is no limitation or prohibition of construction improvements on slopes.
- F. Signage and Lighting. All signage shall comply with Chapter 5 of the Lago Vista Code of Ordinances, the Lago Vista Sign Ordinance. All outdoor or exterior lighting, including any lighting associated with the entry landscaping and signage, shall comply with Article 3.800 of Chapter 3 of the Lago Vista Code of Ordinances, the Lago Vista “dark sky” regulations.
3. Traffic. The Developer shall submit a traffic impact analysis (TIA) to the City prior to the submission of a preliminary plat application and as an integral part of any required site development plan review. The traffic impact analysis shall include any improvement or cost sharing required to mitigate any adverse impact of the development and to maintain the existing level of service of all impacted public streets, including additional right-of-way dedication. With the express written approval of the City, specific required improvements and cost sharing may be attributed to a corresponding phase of the development. The Developer shall also be precluded from permitting or constructing improvements within the area adjacent to the Lohman Ford Road right-of-way designated for preservation in the 2021 Thoroughfare Plan Update adopted by the Lago Vista City Council on August 5, 2021, and as might be updated prior to the approval of the required site development plan.

4. Municipal Utility Services. All water and wastewater services to the Property shall be provided by the City of Lago Vista. Wells and private wastewater systems are prohibited. The Developer shall be responsible for the cost of all extensions and offsite improvements to the City's municipal utility systems required to provide service to the Property. The Developer shall also be responsible for the cost of all onsite improvements required to provide municipal utility services to the Property or any separate parcel or lot within it.
5. Property Owners' Association. A property owners' association shall be established prior to the issuance of any permits and will be responsible for maintenance of all streets, alleys, common areas, and community facilities.
6. Parkland Dedication. The parkland required by the Lago Vista subdivision regulations shall be satisfied by a fee-in-lieu of dedication in the amount current within the Lago Vista Code of Ordinances at the time approval of the final plat that includes the "Residential Parcel" is sought.
7. Building Permits. The Developer shall be eligible to apply for building permits when all prerequisite approvals specified herein and in the Lago Vista Code of Ordinances have been obtained and any required fiscal security delivered.
8. The City Council finds that this Ordinance serves as both a concept plan and a detail plan approval for both the "Residential Parcel" and the "Open Space Parcel," that no additional detail plans are required by the Zoning Ordinance, and that the requirements of Section 10.20 and Section 13.20 have been met. The City Council also finds that this Ordinance serves as a concept plan only approval for the "Commercial Parcel," upon the effective date of an ordinance amending the comprehensive plan to attain the consistency required by Section 13.20 of the Lago Vista Zoning Ordinance. Only after that amendment to the comprehensive plan has been approved may the application for the detail plan approval required for development of the "Commercial Parcel" be submitted. It is with this specific condition and limitation that the appropriate departments of the City, the Planning and Zoning Commission and the City Council hereby find and agree that this Ordinance and the project contemplated herein complies with and satisfies the requirements of Section 10.20 and Section 13.20 of the Zoning Ordinance as well as the comprehensive plan of the City of Lago Vista.
9. Phasing. Given the additional approvals required for the "Commercial Parcel," it is understood that it will be pursued as a separate future phase of development. In addition, components of the "Residential Parcel" and "Open Space" may be developed in distinct phases so long as the health and safety of the public and residents is maintained by an approved staging plan.
10. Land Use Plans. The depiction of the concept and detail plan for the "Residential Parcel" and "Open Space Parcel" of the "Luna Ridge PDD" in Exhibit "B" is not

intended to reflect the level of detail and finality associated with construction permit documents. In accordance with Section 10.60 of the Zoning Ordinance, non-substantive changes which do not alter the basic relationship of the proposed development to adjacent property, which do not alter the uses permitted, increase the density, height, or impervious surface coverage of the site, which do not decrease the off-street parking ratio or reduce the required setbacks within the boundary of the site and which do not decrease any buffers shown on the approved detail plan may be administratively approved. Conversely, substantive changes in any component of an approved detail plan shall be considered in accordance with the requirements of Section 10 of the Zoning Ordinance.

Section 7. Repealer. The Zoning Ordinance and all other applicable portions of the Lago Vista Code of Ordinances are amended as required to incorporate the “Luna Ridge PDD” as described herein. Any portion of the Zoning Ordinance or any other applicable ordinance in conflict with this Ordinance is hereby repealed or amended to the extent of such conflict only.

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

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

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

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

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

Section 13. Proper Notice and Meeting. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Texas Local Government Code*.

AND, IT IS SO ORDERED.

PASSED AND APPROVED this 6th day of July 2023.

Ed Tidwell, 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

109.522 ACRES OF LAND OUT OF THE D&W RR CO SURVEY NO. 99, ABSTRACT NO. 246 AND THE RICHARD CRAIG SURVEY NO. 1867, ABSTRACT NO. 2754 TRAVIS COUNTY, TEXAS; BEING ALL OF THE REMAINING PORTION OF A CALLED 169.54 ACRE TRACT OF LAND AS CONVEYED TO LINDA L. GROSECLOSE, TRUSTEE OF THE LINDA GROSECLOSE 1998 INTERVIVOS TRUST BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2002229115 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 109.522 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found on the curing south right-of-way line of Boggy Ford Road (a variable width public right-of-way) as dedicated by instrument recorded in Volume 3911, Page 2059 of the Deed Records of Travis County, Texas at the northwest corner of the above described 169.54 acre tract of land, for the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the south right-of-way line of said Boggy Ford Road, along a curve to the left, an arc distance of 25.82 feet, having a radius of 242.46 feet, a central angle of 06°06'02" and chord which bears N84°45'20"E a distance of 25.81 feet to a 1/2-inch iron rod found at a point of compound curvature;

THENCE, continuing with the south right-of-way line of said Boggy Ford Road, along said curve to the left, an arc distance of 66.70 feet, having a radius of 120.24 feet, a central angle of 31°47'03" and chord which bears **N65°36'15"E** a distance of **65.85** feet to a 1/2-inch iron rod with a plastic cap stamped "BGE INC" set at a point of compound curvature, on the south line of right-of-way described as Exhibit C and dedicated by instrument recorded in Volume 11174, Page 701 of the Real Property Records of Travis County, Texas;

THENCE, with the south right-of-way line of said Boggy Ford Road, along said curve to the left, an arc distance of 78.69 feet, having a radius of 348.31 feet, a central angle of 12°56'38" and chord which bears **N69°12'27"E** a distance of **78.52** feet to a 1/2-inch iron rod with a plastic cap stamped "BGE INC" set;

THENCE, continuing with the south right-of-way line of said Boggy Ford Road, **N62°44'43"E** a distance of **25.75** feet to a 1/2-inch iron rod with a plastic cap stamped "BGE INC" set at the intersection with the west right-of-way line of Lohman Ford Road (a variable width public right-of-way), for the northeast corner of the herein described tract;

THENCE, with the east line of said 169.54 acre tract and the west right-of-way of said Lohman Ford Road, **S27°15'33"E** a distance of **537.00** feet to a mag nail found for an interior corner of the herein described tract;

EXHIBIT "A"

Legal Description (continued)

THENCE, continuing with the east line of said 169.54 acre tract and the west right-of-way line of said Lohman Ford Road, **N63°00'44"E** a distance of **14.86** feet to a 1/2-inch iron rod found for corner;

THENCE, continuing with the east line of said 169.54 acre tract and the west right-of-way line of said Lohman Ford Road, along a curve to the right, an arc distance of 512.98 feet, having a radius of 1,030.52 feet, a central angle of 28°31'16" and chord which bears **S12°59'53"E** a distance of **507.70** feet to a 1/2-inch iron rod found;

THENCE, continuing with the east line of said 169.54 acre tract and the west right-of-way line of said Lohman Ford Road, **S01°16'12"W** a distance of **1,317.73** feet to a 1/2-inch iron rod found at a point of curvature of a curve to the left;

THENCE, continuing with the east line of said 169.54 acre tract and the west right-of-way line of said Lohman Ford Road, along said curve to the left, an arc distance of 461.50 feet, having a radius of 990.25 feet, a central angle of 28°42'07" and chord which bears **S12°05'56"E** a distance of **457.33** feet to a 1/2-inch iron rod found;

THENCE, continuing with the east line of said 169.54 acre tract and the west right-of-way line of said Lohman Ford Road, **S25°25'32"E** a distance of **250.69** feet to a 1/2-inch iron rod with a cap stamped "CARSON BUSH" found at the northeast corner of a called 60.048 acre tract of land as conveyed to Michael J. Cadigan and Mary Eileen Cadigan by Warranty Deed with Vendor's Lien recorded in Document Number 2000123186 of the Official Public Records of Travis County, Texas, for an easterly southeast corner of the herein described tract;

THENCE, departing the west right-of-way line of said Lohman Ford Road and with the north line of said Cadigan 60.048 acre tract, **N80°59'10"W** a distance of **806.28** feet to a 1/2-inch iron rod with a cap stamped "CARSON BUSH" found at the northwest corner of said Cadigan 60.048 acre tract, for an interior corner of the herein described tract;

THENCE, with a westerly line of said Cadigan 60.048 acre tract, **S28°32'52"W** a distance of **1,243.25** feet to a 1/2-inch iron rod with a cap stamped "CARSON BUSH" found at an interior corner of said Cadigan 60.048 acre tract, for a southeast corner of the herein described tract;

THENCE, with a northeasterly line of said Cadigan 60.048 acre tract, **N62°08'34"W** a distance of **1,188.10** feet to a 1/2-inch iron rod with a cap stamped "CARSON BUSH" found at an exterior corner of said Cadigan 60.048 acre tract, for an interior corner of the herein described tract;

THENCE, with a westerly line of said Cadigan 60.048 acre tract, **S28°30'06"W** a distance of **100.07** feet to a 1/2-inch iron rod found at the southwest corner of said Cadigan 60.048 acre tract, for an exterior corner of the herein described tract;

EXHIBIT "A"

Legal Description (continued)

THENCE, with the southerly line of said 169.54 acre tract, **N62°05'24"W** a distance of **88.62** feet to a 5/8-inch iron pipe found at an interior corner of a called 318.54 acre tract of land as conveyed to Firefly Cove, LLC by Special Warranty Deed recorded in Document No. 2021006320 of the Official Public Records of Travis County, Texas, for the southwest corner of the herein described tract;

THENCE, with a east line of said Firefly 318.54 acre tract, **N28°00'50"E** a distance of **335.33** feet to a 1/2-inch iron rod with a plastic cap stamped "BGE INC" set at an angle point;

THENCE, continuing with the east line of said Firefly 318.54 acre tract, **N29°27'35"E** a distance of **349.03** feet to a 1/2-inch iron rod found at an angle point;

THENCE, continuing with the east line of said Firefly 318.54 acre tract, **N27°42'32"E** a distance of **658.96** feet to a 1/2-inch iron rod found at an angle point;

THENCE, continuing with the east line of said Firefly 318.54 acre tract, **N29°00'22"E** a distance of **290.73** feet to a 5/8-inch iron rod found at an angle point;

THENCE, continuing with the east line of said Firefly 318.54 acre tract, **N28°20'44"E** a distance of **1,360.79** feet to a 1/2-inch iron rod found at an angle point;

THENCE, continuing with the east line of said Firefly 318.54 acre tract, **N28°30'34"E** a distance of **715.22** feet to a 1/2-inch iron rod found at an angle point;

THENCE, with a northwest line of said 169.54 acre tract, **N42°20'49"E** a distance of **108.81** feet to the **POINT OF BEGINNING** and containing 109.522 acres of land, more or less.

EXHIBIT "A" **Legal Description (continued)**

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 82°44'43" E	25.75'
L2	N 83°00'44" E	14.86'
L3	S 25°25'33" E	250.89'
L4	S 28°30'06" W	100.07'
L5	N 62°05'24" W	88.62'
L6	N 28°02'50" E	335.33'
L7	N 29°27'35" E	349.03'
L8	N 29°00'22" E	280.73'
L9	N 42°20'48" E	108.81'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
(L1)	(N 64°21'53" E)	(25.75')
(L2)	(N 64°21'37" E)	(14.86')
(L3)	(S 23°48'38" E)	
(L4)	(S 30°01'43" W)	(100.00')
(L5)	(N 60°29'58" W)	(88.87')
(L6)	(N 27°59'05" E)	(335.17')
(L7)	(N 29°28'32" E)	(348.04')
(L8)	(N 29°00'46" E)	(280.69')
(L9)	(N 44°19'39" E)	(108.33')

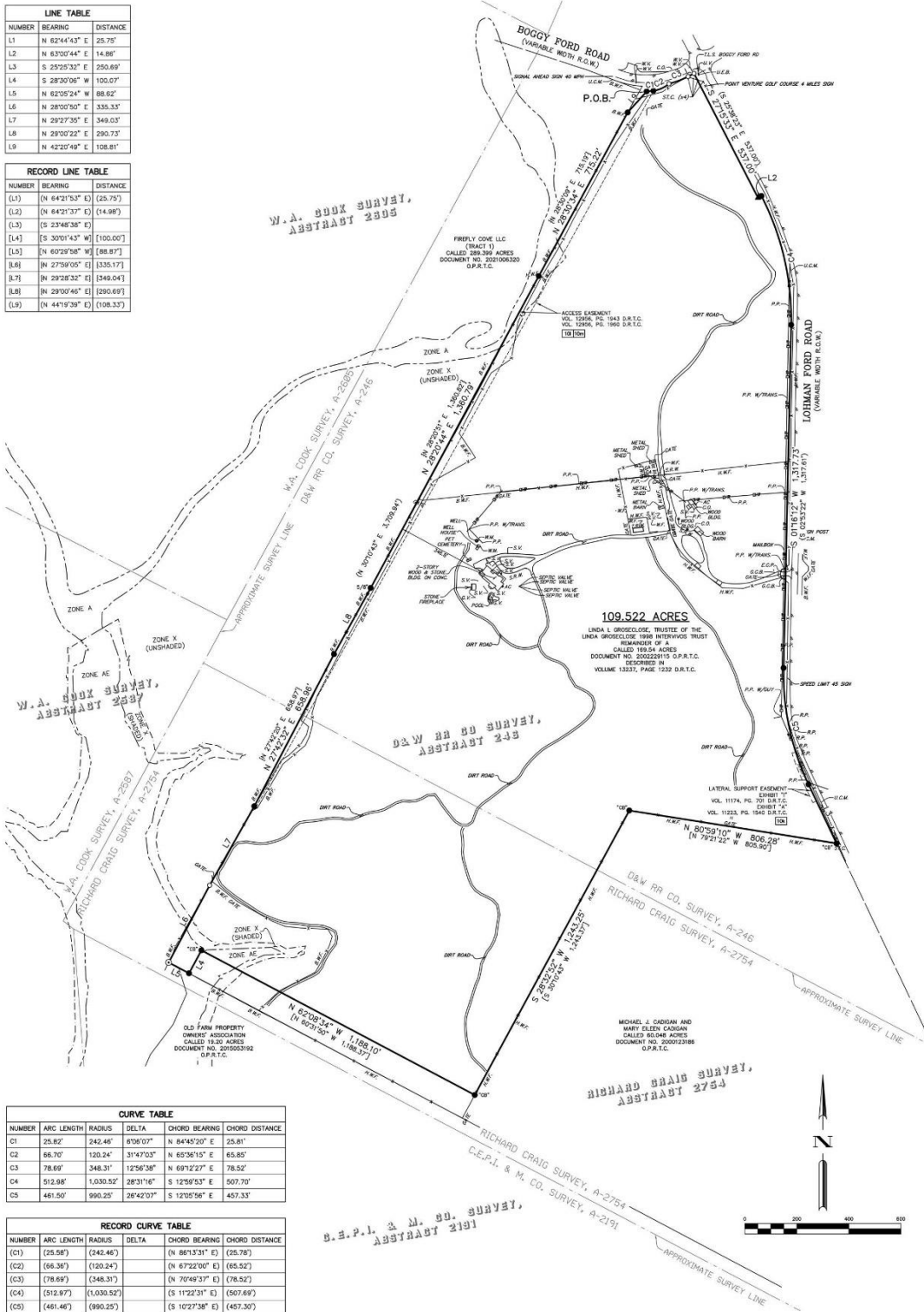


EXHIBIT "B"

Concept / Detail Plan

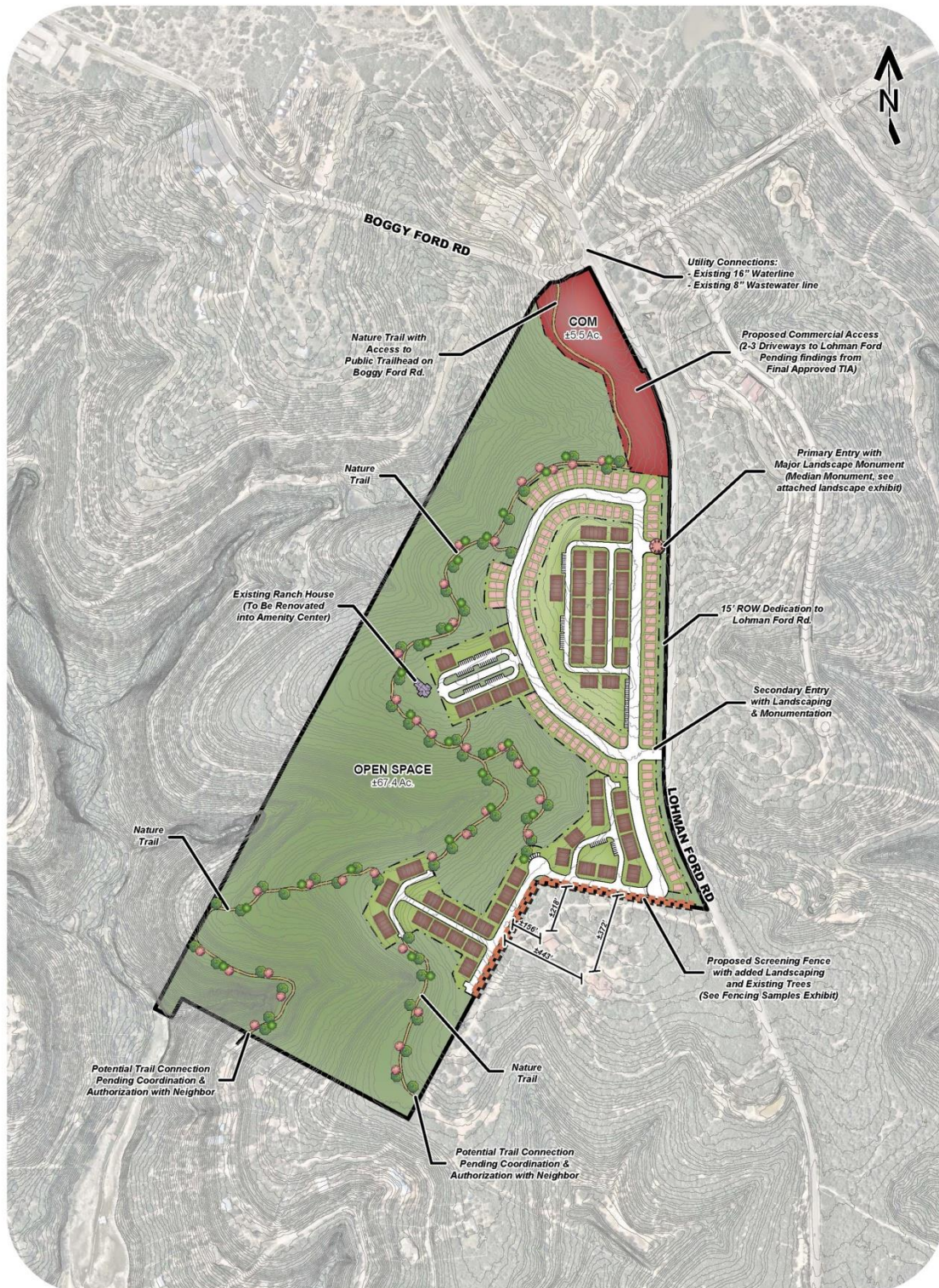
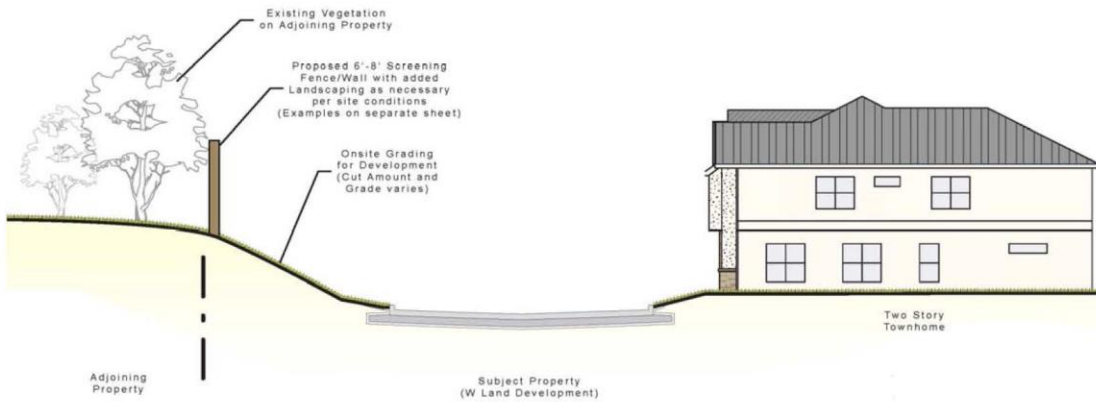


Exhibit "B" (1)

EXHIBIT “B”

Concept / Detail Plan



Screening / Edge Treatment



Proposed Development and/or Screening Fencing along Lohman Ford Road and abutting neighboring homeowner shall be constructed of a fencing material such as fencecrete or precast concrete wall panels.

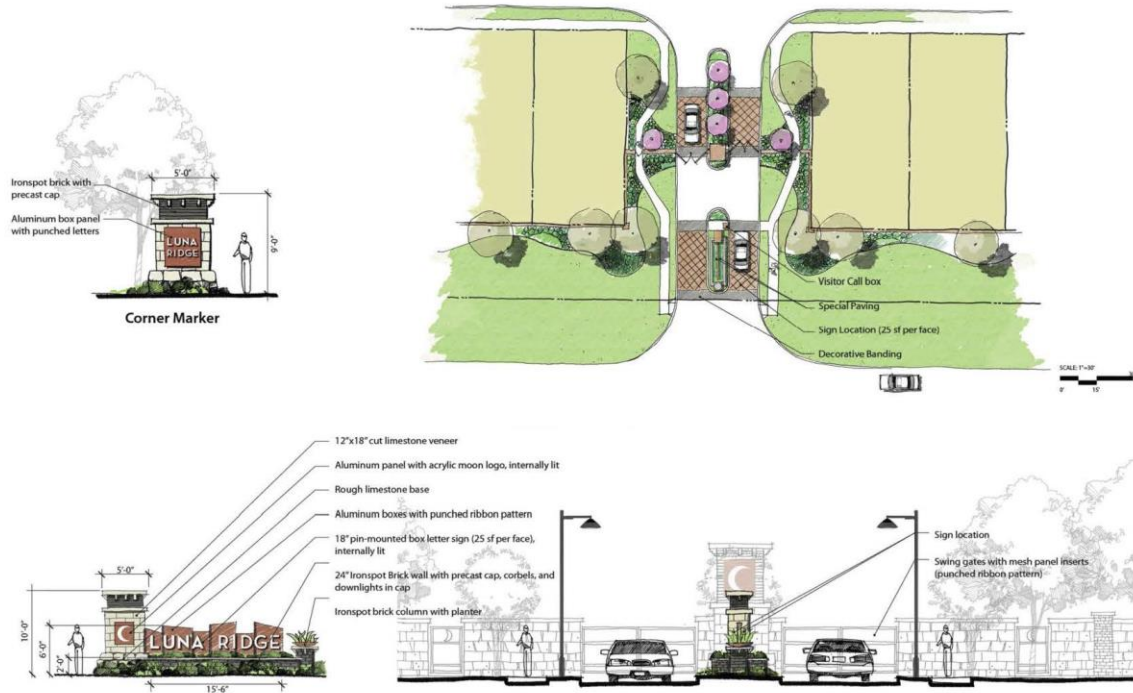
Such fencing is typical for this type of development and offers a durable, long-lasting fence structure with minimal maintenance and provides some level of sound dampening to adjoining properties.

Location of fencing types to be delineated separately following Conceptual Plan Approval with final pattern/color/texture to be determined by Developer

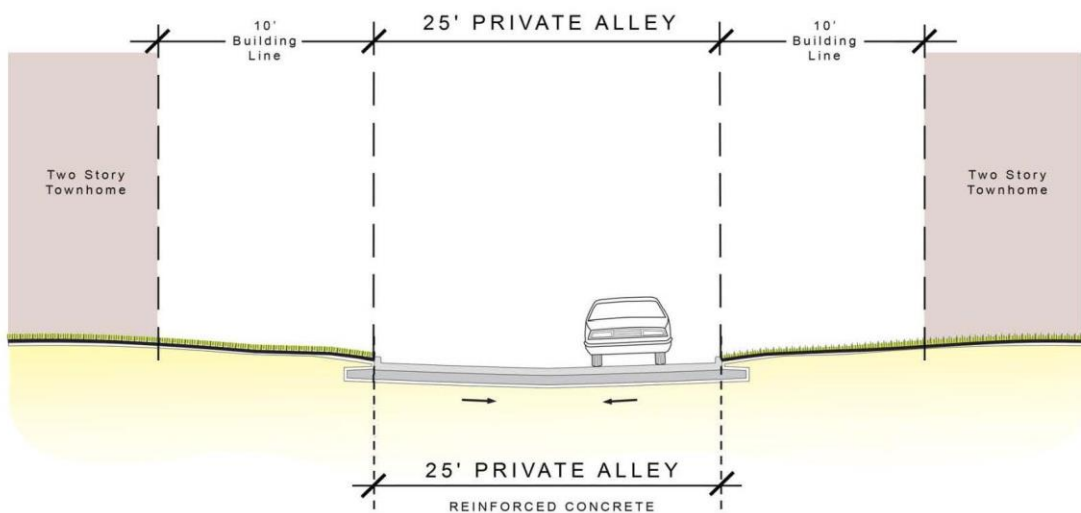


EXHIBIT "B"

Concept / Detail Plan



Entry Landscaping / Monument Signs



Typical Private Alley (Street)

EXHIBIT "B"
Concept / Detail Plan

Typical Elevations

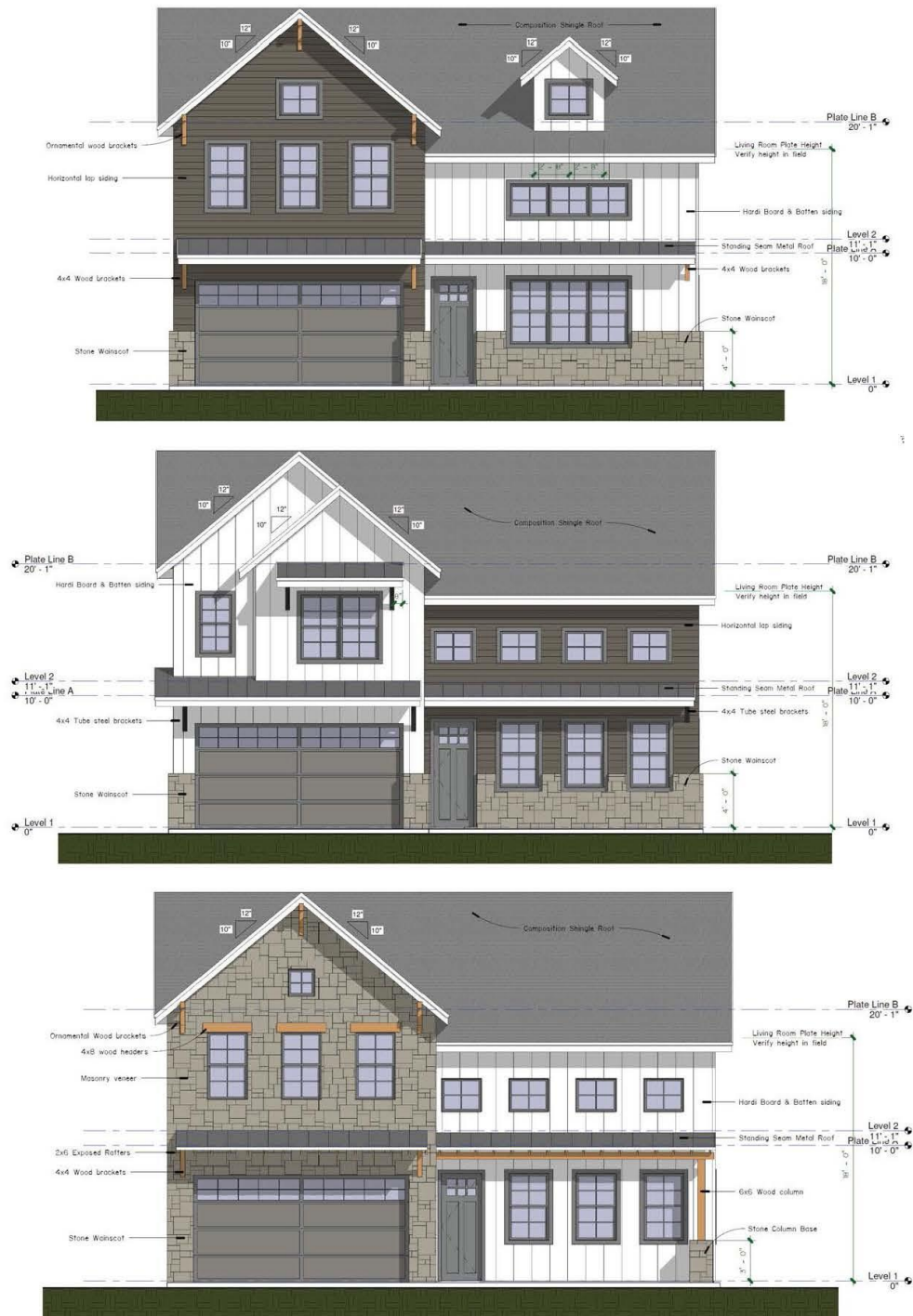


Exhibit "B" (4)

EXHIBIT “B”
Concept / Detail Plan



Typical Elevations



EXHIBIT “B”
Concept / Detail Plan



Typical Elevations



**LAGO VISTA PLANNING AND ZONING COMMISSION
STAFF LAND USE REPORT – MAY 11, 2023**



P&Z CASE NO:	22-2263-PDD-REZ: 4300 Lohman Ford Road
APPLICANT:	Wan Bridge Group (Jeff Etheredge)
LANDOWNER:	WB Lago Vista Land LLC
LOCATION:	Southwest corner of Lohman Ford Rd. at Boggy Ford Rd.
ZONING:	TR-1 (Temporary Restricted) district
PROPOSED USE:	Planned Development District (PDD)

GENERAL INFORMATION / LOCATION:

- The subject property is an approximately 110-acre tract of land that was recently annexed into the City of Lago Vista located at the southwest corner of the intersection of Lohman Ford Road and Boggy Ford Road. It was historically described as the "Grosch property," a reference to the former owners. It is immediately east of the development branded as "Firefly Cove," although severe topography limits the opportunity for any connectivity between the two developments.
- The annexation was effective on October 10, 2021 following approval of a development and municipal services agreement approved by the Lago Vista City Council on the same date, and subsequently executed and recorded. That development agreement included certain aspects that are consistent with the current zoning application, including a maximum density of 350 residential dwellings consisting of a combination of single-family detached residences and townhomes as shown in the current exhibits proposed for inclusion in the requested PDD ordinance approval.
- However, the property is also located in the area that was formerly part of the City of Austin's extraterritorial jurisdiction (ETJ) that was subsequently released into the extraterritorial jurisdiction of the City of Lago Vista pursuant to a series of interlocal agreements. Those agreements are memorialized in Section 3.16 of the local subdivision regulations, the purpose of which is to ensure continued and adequate protection of the watershed that serves as the source of potable water for the growing population of that city and the surrounding area.

SITE PLAN / CONTEXT CONSIDERATIONS:

- The application appears to seek "concept plan" only approval for a relatively small commercial component at the northeast corner of the development. The balance is largely devoted to relatively high density housing consisting of a mix of detached single-family residences (114 units) and townhomes (224 units). The level of detail provided for the residential development appears like to meet the requirement for both "concept and detail plan" approval.
- That level of detail includes the proposed provisions to help ensure the privacy and to provide an appropriate buffer for the existing adjacent residence in the ETJ at the southeast corner of the development (notification ID 11). The site plan notes the significant distance of the existing residential structures from the common property line and another exhibit detail notes the existing landscaping that this property owner has preserved. While relevant factors, a development that introduces the more "intense use" is typically burdened to provide and maintain the desired buffer.
- Moreover, one of the exhibit details includes a severe and abrupt change in grade elevation resulting in the roofs of the proposed new townhouses being well below the level of a proposed screening fence. That exhibit includes a note that the "cut amount and grade varies," yet the interlocal agreement with the City of Austin limits cuts to a maximum of four feet. In addition, the staff is unable to locate anything in the provided topographic information that would suggest that such a severe change in elevation is necessarily realistic. Perhaps the more reliable way to achieve an adequate buffer is a fence, adequate distance and landscaping provided on the property within the proposed development. The private road serves as an appropriate buffer on one of the common property lines and that solution might be warranted at both locations. In addition, units with a lower maximum height might be considered at this specific location.

RELEVANT ORDINANCE PROVISIONS / COMPREHENSIVE PLAN CONSIDERATIONS:

- The Future Land Use Map of the current comprehensive plan designates this area as high density residential, including up to and including 19 dwelling units per acre. Nonetheless, the City of Austin interlocal agreement would not accommodate that level of density and the development agreement approved by the Lago Vista City Council on October 10, 2021 limits the maximum number of dwelling units to a 350.
- While the residential development along with the supporting open space and amenity center can be considered consistent with the comprehensive plan, the same cannot be said of the proposed commercial component. Despite the designation of the majority of that same intersection as “regional retail / office / commercial” the current version of Section 13.20(d) of Chapter 14 would preclude even a “concept plan” only approval of anything inconsistent with the comprehensive plan pending approval of a separate amendment. As such, an recommendation involving approval of a commercial component for this application would seemingly need to be conditioned only on the formal approval of an amendment to the comprehensive plan to include that commercial component.
- While not particularly relevant to the recommendation of the Planning and Zoning Commission, it should be noted that both written comments included in the packet to date were received from the owners of property in the Lago Vista ETJ that are not subject to the zoning authority of the City. While those comments will be forwarded to the City Council, they will not be included in the determination of whether the level of written opposition has been reached to require approval by a “super-majority” of the Council members.

POTENTIAL ALTERNATIVE DECISIONS:

- A. Recommend approval of the application in accordance with any of the following conditions as determined by the Planning and Zoning Commission during their consideration:
 - 1. “concept plan” only approval of the commercial component shall be contingent on the prior approval of a separate amendment to the comprehensive plan in accordance with Section 13.20(d) of Chapter 14 that includes this commercial component;
 - 2. “concept and detail plan” approval for the balance of the development shall be contingent upon an amended buffer adjacent to the existing residential property in the ETJ located at the southeast corner of the subject property to include dense landscaping along a private road between the indicated screening fence and the townhouse units, which shall be limited to maximum of two stories and a height of 25 feet above the finish first floor elevation at this specific location; and
 - 3. the precise location of both access drive connections to Lohman Ford Road will be determined by an approved traffic impact analysis (TIA).
 - B. Recommend deferral of the application to accommodate amendments to address the concerns identified by the Planning and Zoning Commission during their consideration.
 - C. Recommend approval of the application with no conditions.
 - D. Recommend denial of the application.
-

22-2263-PDD-REZ
4300 Lohman 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: Jeff Etheredge **Fee:** See Ordinance Appendix A (non-refundable)
Contact Phone: 512.557.1111 **Contact Email:** jeffe@wanbridgegroup.com
Property Owner(s):* WB LAGO VISTA LAND LLC
Owner's mailing address: 9600 N MOPAC, SUITE 250 AUSTIN, TX 78759

COMPLETE LEGAL DESCRIPTION OF SUBJECT PROPERTY

Subdivision, Section and Lot Number(s) if platted. Attach metes & bounds or equal description otherwise*
109.522 ACRES OUT OF D&W RR SURVEY NO. 99, ABSTRACT 246 AND RICHARD CRAIG SURVEY NO 1867
ABSTRACT 2754 TRAVIS COUNTY TX

Municipal Address(es)* if applicable: 4300 LOHMAN FORD RD LAGO VISTA, TX

NATURE OF REQUEST

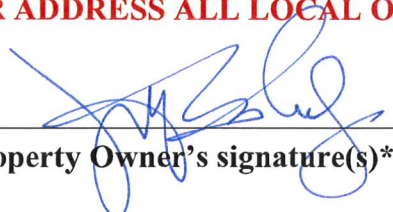
Current Zoning District(s): pre development **Requested District:** PDD

Purpose or Basis of Request* (if PDD, include whether concept and/or detail plan approval is sought):

Additional individual(s) authorized to act on behalf of the property owner(s)* regarding this application:

Name of Agent: JEFF ETHEREDGE **Email:** jeffe@wanbridgegroup.com
Mailing Address: 9600 N Mopac, Suite 250 Austin TX 78759 **Phone:** 512-557-1111

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.**


Property Owner's signature(s)*

9/19/2022
Date

*Attach additional sheets as required

EXHIBIT "A"

Legal Description

109.522 ACRES OF LAND OUT OF THE D&W RR CO SURVEY NO. 99, ABSTRACT NO. 246 AND THE RICHARD CRAIG SURVEY NO. 1867, ABSTRACT NO. 2754 TRAVIS COUNTY, TEXAS; BEING ALL OF THE REMAINING PORTION OF A CALLED 169.54 ACRE TRACT OF LAND AS CONVEYED TO LINDA L. GROSECLOSE, TRUSTEE OF THE LINDA GROSECLOSE 1998 INTERVIVOS TRUST BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2002229115 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 109.522 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found on the curing south right-of-way line of Boggy Ford Road (a variable width public right-of-way) as dedicated by instrument recorded in Volume 3911, Page 2059 of the Deed Records of Travis County, Texas at the northwest corner of the above described 169.54 acre tract of land, for the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the south right-of-way line of said Boggy Ford Road, along a curve to the left, an arc distance of 25.82 feet, having a radius of 242.46 feet, a central angle of 06°06'02" and chord which bears N84°45'20"E a distance of 25.81 feet to a 1/2-inch iron rod found at a point of compound curvature;

THENCE, continuing with the south right-of-way line of said Boggy Ford Road, along said curve to the left, an arc distance of 66.70 feet, having a radius of 120.24 feet, a central angle of 31°47'03" and chord which bears **N65°36'15"E** a distance of **65.85** feet to a 1/2-inch iron rod with a plastic cap stamped "BGE INC" set at a point of compound curvature, on the south line of right-of-way described as Exhibit C and dedicated by instrument recorded in Volume 11174, Page 701 of the Real Property Records of Travis County, Texas;

THENCE, with the south right-of-way line of said Boggy Ford Road, along said curve to the left, an arc distance of 78.69 feet, having a radius of 348.31 feet, a central angle of 12°56'38" and chord which bears **N69°12'27"E** a distance of **78.52** feet to a 1/2-inch iron rod with a plastic cap stamped "BGE INC" set;

THENCE, continuing with the south right-of-way line of said Boggy Ford Road, **N62°44'43"E** a distance of **25.75** feet to a 1/2-inch iron rod with a plastic cap stamped "BGE INC" set at the intersection with the west right-of-way line of Lohman Ford Road (a variable width public right-of-way), for the northeast corner of the herein described tract;

THENCE, with the east line of said 169.54 acre tract and the west right-of-way of said Lohman Ford Road, **S27°15'33"E** a distance of **537.00** feet to a mag nail found for an interior corner of the herein described tract;

EXHIBIT "A"

Legal Description (continued)

THENCE, continuing with the east line of said 169.54 acre tract and the west right-of-way line of said Lohman Ford Road, **N63°00'44"E** a distance of **14.86** feet to a 1/2-inch iron rod found for corner;

THENCE, continuing with the east line of said 169.54 acre tract and the west right-of-way line of said Lohman Ford Road, along a curve to the right, an arc distance of 512.98 feet, having a radius of 1,030.52 feet, a central angle of 28°31'16" and chord which bears **S12°59'53"E** a distance of **507.70** feet to a 1/2-inch iron rod found;

THENCE, continuing with the east line of said 169.54 acre tract and the west right-of-way line of said Lohman Ford Road, **S01°16'12"W** a distance of **1,317.73** feet to a 1/2-inch iron rod found at a point of curvature of a curve to the left;

THENCE, continuing with the east line of said 169.54 acre tract and the west right-of-way line of said Lohman Ford Road, along said curve to the left, an arc distance of 461.50 feet, having a radius of 990.25 feet, a central angle of 28°42'07" and chord which bears **S12°05'56"E** a distance of **457.33** feet to a 1/2-inch iron rod found;

THENCE, continuing with the east line of said 169.54 acre tract and the west right-of-way line of said Lohman Ford Road, **S25°25'32"E** a distance of **250.69** feet to a 1/2-inch iron rod with a cap stamped "CARSON BUSH" found at the northeast corner of a called 60.048 acre tract of land as conveyed to Michael J. Cadigan and Mary Eileen Cadigan by Warranty Deed with Vendor's Lien recorded in Document Number 2000123186 of the Official Public Records of Travis County, Texas, for an easterly southeast corner of the herein described tract;

THENCE, departing the west right-of-way line of said Lohman Ford Road and with the north line of said Cadigan 60.048 acre tract, **N80°59'10"W** a distance of **806.28** feet to a 1/2-inch iron rod with a cap stamped "CARSON BUSH" found at the northwest corner of said Cadigan 60.048 acre tract, for an interior corner of the herein described tract;

THENCE, with a westerly line of said Cadigan 60.048 acre tract, **S28°32'52"W** a distance of **1,243.25** feet to a 1/2-inch iron rod with a cap stamped "CARSON BUSH" found at an interior corner of said Cadigan 60.048 acre tract, for a southeast corner of the herein described tract;

THENCE, with a northeasterly line of said Cadigan 60.048 acre tract, **N62°08'34"W** a distance of **1,188.10** feet to a 1/2-inch iron rod with a cap stamped "CARSON BUSH" found at an exterior corner of said Cadigan 60.048 acre tract, for an interior corner of the herein described tract;

THENCE, with a westerly line of said Cadigan 60.048 acre tract, **S28°30'06"W** a distance of **100.07** feet to a 1/2-inch iron rod found at the southwest corner of said Cadigan 60.048 acre tract, for an exterior corner of the herein described tract;

EXHIBIT "A"

Legal Description (continued)

THENCE, with the southerly line of said 169.54 acre tract, **N62°05'24"W** a distance of **88.62** feet to a 5/8-inch iron pipe found at an interior corner of a called 318.54 acre tract of land as conveyed to Firefly Cove, LLC by Special Warranty Deed recorded in Document No. 2021006320 of the Official Public Records of Travis County, Texas, for the southwest corner of the herein described tract;

THENCE, with a east line of said Firefly 318.54 acre tract, **N28°00'50"E** a distance of **335.33** feet to a 1/2-inch iron rod with a plastic cap stamped "BGE INC" set at an angle point;

THENCE, continuing with the east line of said Firefly 318.54 acre tract, **N29°27'35"E** a distance of **349.03** feet to a 1/2-inch iron rod found at an angle point;

THENCE, continuing with the east line of said Firefly 318.54 acre tract, **N27°42'32"E** a distance of **658.96** feet to a 1/2-inch iron rod found at an angle point;

THENCE, continuing with the east line of said Firefly 318.54 acre tract, **N29°00'22"E** a distance of **290.73** feet to a 5/8-inch iron rod found at an angle point;

THENCE, continuing with the east line of said Firefly 318.54 acre tract, **N28°20'44"E** a distance of **1,360.79** feet to a 1/2-inch iron rod found at an angle point;

THENCE, continuing with the east line of said Firefly 318.54 acre tract, **N28°30'34"E** a distance of **715.22** feet to a 1/2-inch iron rod found at an angle point;

THENCE, with a northwest line of said 169.54 acre tract, **N42°20'49"E** a distance of **108.81** feet to the **POINT OF BEGINNING** and containing 109.522 acres of land, more or less.

22-2263-PDD-REZ
4300 Lohman Ford Road

Attachment 2
Development Summary and Proposed Draft Ordinance

June 8th, 2023

Luna Ridge Subdivision
W Land Development

RE: Statement of Intent

In accordance with the Development Agreement executed with the City of Lago Vista in October of 2021, the purpose of this Plan is to ensure a development that is: (1) equal to, superior than and/or more consistent than that which would occur under the standard ordinance requirements; (2) does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare; (3) is adequately provisioned by essential facilities and services; and (4) will be developed and maintained in a manner to not dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use.

The proposed project will provide a diversity of housing for the City by providing attractive, affordable and diverse housing types. The project will create a “cottage community”, an R4 Zoning type (multifamily), with multiple individual, separate structures on one single lot, shared community space and an amenity center that utilize the existing ranch house that was the previous owner’s homestead. This secure and gated community, which will be professionally managed and maintained, will provide a high demand housing option complete with luxury amenities. The development will offer two, three, and four-bedroom configurations of both single-family detached homes and attached townhomes. All homes in the community will be two-stories, with a modern, open and efficient floor plan design, including high vaulted ceilings, abundant natural light, private outdoor patios and back, side or front yards.

The community will offer a high quality of life through ample amenities such as a stand-alone community center that takes advantage of the existing ranch house on the property, and which will be outfitted with a state-of-the-art fitness center and gathering space for community and/or private events, potentially a resort-style community pool, barbeque grilling areas with tables and seating, dog park, and multiple community open areas for recreational activities, including walking trails. Most importantly, the community management will be responsible for all maintenance of amenities and landscaping including individual patios and backyard areas. Every home will also include energy efficient appliances and smart home technology packages (video door bells, keyless entry systems, and remote controlled security and HVAC systems).

Parking throughout the community includes a mix of uncovered, enclosed garage, and accessible spaces. Parking throughout the community will include attached 2-car garages for residents and ample guest parking both on-street and in designated off-street areas.



This detached multifamily form will provide an alternative to the typical large building multifamily structures by creating individual “homes” with small yards and no resident maintenance requirements.

The community will also include some form of commercial (preferably hospitality or retail) at the corner of Lohman Ford Rd. and Boggy Ford Rd, as designed on the plan.

Luna Ridge Subdivision
W Land Development

RE: Development Summary

Zoning

Zoning for the Residential Parcel will comply with all requirements of Multi-Family Residential District (R-4), except as modified below:

- Condominiums are allowed in addition to all permitted uses in R-4 district.
- The minimum living area for any single living unit shall be 1000 square feet.
- Attached residential units may be constructed in a multi-level or split-level design between units to utilize topographical elements and minimize excavation of natural slope.
- There is no minimum size for enclosed garages.
- There is no requirement for enclosed storage space beyond that which is provided in the building plans.

Zoning for the Commercial Parcel shall comply with all requirements of Commercial Zoning District (C-2), except as modified below:

- Impervious cover shall not exceed 3.5 acres. If 3.5 acres of impervious cover exceeds the net allowable site impervious cover of 25%, this maximum shall be decreased such the entire project site contains less than 25% impervious cover.
- Temporary construction, sales, or leasing offices may be located on this parcel to serve the Residential Parcel.

Zoning for the Open Space Parcel shall comply with all requirements of Park District (P-1A), except as modified below:

- Fencing and gates will be allowed between parcels so that there is no public access from trails into the Residential Parcel.
- A portion of Parcel C shall remain private for the sole use and enjoyment of the residents of Luna Ridge.

Housing Typology

Detached single-family style residences and attached townhome units.

Maximum height for both housing types is 3 stories and 35 feet.

Utilities

All buildings and uses requiring utility service of water and wastewater shall be served by the City of Lago Vista. Wells and septic systems are prohibited.

All utilities that serve the development and are located within the property boundary shall be maintained by the property management company/HOA.

The developer will be responsible for the cost and construction of all extensions and/or improvements to the City's utility system necessary to provide service to the Property. If oversizing is requested by the City for any of these improvements, the developer will be responsible for their pro-rata share of the total cost of said infrastructure.

Transportation

All streets on the property will be private streets, maintained by the Owners Association.

- Private street ROW shall be fifty (50) feet, to be dedicated as a Public Utility Easement
- Private alley ROW shall be twenty-five (25) feet, to be dedicated as a Public Utility Easement
- Streets will have a twenty-eight (28) foot pavement width with curb and gutter on each side as needed.
- Alleys will have a minimum eighteen (18) foot pavement width.

Sidewalks are not required on the property, but may be constructed at the option of the developer. If constructed, sidewalks shall meet City of Lago Vista standards.

The parking of watercraft, trailers, recreational vehicles, and similar items shall be prohibited.

Setbacks

Detached – 20' front, 15' street side (corner), 10' between structures

Note that all setbacks are measured from property boundary or ROW lines, as there are no internal lot lines.

Other Development Standards

Impervious Cover

Impervious cover on the site is limited to 25% max throughout the entire project.

Cut and Fill

Cut and fill restrictions are in accordance with the 2004 City of Austin and City of Lago Vista interlocal agreement. Variances to these cut and fill requirements will be reviewed and approved administratively.

Building Permits

The City will issue building permits upon the satisfaction of the following requirements:

1. City administrative approval of a final plat.
2. Appropriate fiscal security, as required and approved by the City, has been posted by the developer.
3. Appropriate access to the parcel is available via public ROW.
4. A site development permit for the parcel has been approved by the City.

Signage and Lighting

This development will include a primary entrance signage consisting of a two (2) sided median sign with 18" tall internally lit letters. The sign is maximum 6' tall and approximately 15' 6" long with a sign area is 25sf of sign face per side per the attached exhibit. The secondary entry will include a minor sign column in the median that is max 9'-0" tall with an internally lit, aluminum box panel with punch thru letters.

Amenity Center

The intent is to convert and renovate the existing 2-story ranch house into a Clubhouse/Community Center for the residents, equipped with seating and entertainment areas, small offices or conference room areas, and a fitness center. The Center may also provide office and storage space for property management staff. The residents will be able to reserve the Clubhouse for private events like birthdays, graduation parties or other special occasions.

The additional amenities will likely include outdoor grilling/kitchen area with tables and seating areas, children's playground, and a dog park, and may include a resort style swimming pool.

WHEREAS, WB Lago Vista Land LLC, the owner of approximately 109.5 acres of property currently known as The Groseclose Tract more particularly described on the attached Exhibit “A” (described hereinafter as the “Property”), has requested that the Property be rezoned from its current TR-1 to a separate Planned Development District (“PDD”) zoning to be known as the Luna Ridge PDD;

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

WHEREAS, the conceptual plan for the Property was agreed to in the Development Agreement approved by the Lago Vista City Council on October 21, 2021 (the “Development Agreement”), and on Exhibit “B” attached hereto (the “Land Use Plan”), which separates the Property into separate parcels as further described in Section 5 below;

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 the City Council held a public hearing on the proposed rezoning of the Property included in this Ordinance;

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 has reviewed the request and the circumstances of the Property, and find that a substantial change in the circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

WHEREAS, the City, by and through its legislative discretion has adopted and may amend 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 rezone;

WHEREAS, the City desires that development within its corporate limits occur in an orderly manner 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 and protect third party property owners in the City, and to ensure the benefits of planned development and enhanced tax base that are achieved through rezoning 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 the PDD in this Ordinance satisfies the requirements of Section 10.20 of the City of Lago Vista Zoning Ordinance, codified under Ordinance No. 98-04-27-03, as amended (the “Zoning Code”).

Section 2. Amendment of Zoning Ordinance. 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 changing the zoning district for the Property being the 109.5 acre tract of land described on Exhibit “A” attached to this Ordinance, from the current TR-1 zoning district to a PDD zoning district. The Property is hereby rezoned to PDD with the uses of individual portions of the lot as set forth in this Ordinance.

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

Section 5. Identification of Parcels within the PDD. The Property consists of the following parcels of land which are also depicted in Exhibit “B” attached hereto and incorporated herein for all purposes:

- I. Parcel A, the “Residential Parcel”,
- II. Parcel B, the “Commercial Parcel”, and
- III. Parcel C, the “Open Space Parcel”.

Section 6. Zoning Requirements. The following use and site development requirements established herein shall apply to the Parcels identified in Section 5:

- I. Zoning for the Residential Parcel – Parcel A

A. Use and development of residential units shall comply with the zoning requirements and development standards for Multi-Family Residential District (R-4), except as hereinafter modified.

B. There shall be no more than three hundred fifty (350) total living units contained in Parcel A.

C. The minimum living area for any single living unit shall be 1000 square feet.

D. The maximum building height for any building in Parcel A shall be thirty-five (35) feet as measured from the finished floor elevation of the ground floor and may not exceed three stories.

E. Condominiums are allowed in addition to all permitted uses in the R-4 district.

F. Attached residential units may be constructed in a multi-level or split-level design between units to fully utilize the topographical elements and minimize excavation of the natural slope.

G. For the detached residences minimum front setback shall be twenty (20) feet and Reverse Corner Setback shall be fifteen (15) feet.

H. There is no minimum size for a 2-car garage.

I. There is no requirement for enclosed storage space beyond that which is provided in the standard plans.

J. Existing residence will be used as a leasing and management office, as well as a private amenity center for this development.

II. Zoning for the Commercial Parcel – Parcel B

A. Use and development of commercial uses shall comply with the zoning requirements and development standards for Commercial Zoning District (C-2), except as hereinafter modified.

B. Impervious cover for commercial uses and associated parking and drives, shall not exceed 3.5 acres, or 152,460 square feet and only if 3.5 acres does not put the entire parcel over the 25% impervious cover allowed in Section 4.A. below.

C. Temporary leasing and or construction offices may be located on this parcel to serve the Residential Parcel, with access provided from the Residential Parcel.

D. Setbacks for all structures shall comply with C-2 zoning but will be measured from the parcel lines or ROW lines as there are no lot lines.

E. Public utility easement shall be 25 feet wide

III. Zoning for the Open Space Parcel – Parcel C

A. Use and development of the Open Space Parcel shall comply with the zoning requirements and development standards for Park District (P-1A Undeveloped) except as hereinafter modified.

B. Fencing and gates will be allowed between parcels so that there is no public access from trails to the Residential Parcel.

C. A portion of Parcel C shall remain private for the sole use and enjoyment of the residents of Luna Ridge

IV. Zoning and Development Standards for All Parcels.

A. Impervious Cover up to 25% of the gross area above the 681-foot contour (108.9 acres) will be allowed.

B. Setbacks. Building setbacks will be measured from ROW lines or property lines for the purpose of determining front, rear, and side setbacks. All buildings will have a minimum of ten (10) feet between each separate structure.

C. Streets. All streets on the Property will be private streets. Private streets shall be maintained by the POA.

- i. Right-of-way for all streets located on the Property shall be fifty (50) feet. Alleys shall be in a twenty-five (25) foot right of way.
- ii. Streets will have a twenty-eight (28) foot pavement width with curb and gutter on each side as needed. Alleys will have twenty-two (22) foot pavement width.
- iii. All streets and alleys will also be dedicated as Public Utility Easements.
- iv. During final platting of the Property, the Developer shall grant the City of Lago Vista access easements for all private streets and drives.

D. Sidewalks.

- i. Sidewalks are not required, but are optional, throughout the Property.
- ii. If sidewalks are constructed at the option of the Developer, the sidewalks may run on only one side of the street or along both sides of the street and shall meet all other City of Lago Vista standards.

E. Cut and Fill. All cut and fill will follow the 2004 interlocal agreement (amended in 2007) between the City of Austin and the City of Lago Vista. Cut and fill variances will be administratively approved. Site grading shall comply with accepted engineering practices, the Americans with Disabilities Act (where applicable) and any other applicable federal, state, or regional regulations.

F. Construction on Slopes. There is no limit for construction on slopes if the cut and fill requirements are adhered to.

G. Building Permit. The City will, upon finding the following conditions satisfied pursuant to City Codes, issue building permits to the Developer for development of a particular parcel if: (1) City approval of a final plat has been obtained; (2) the Developer has posted appropriate fiscal security as required and approved by the City, (3) appropriate access to the parcel is available via dedicated public ROW; and (4) a site development permit for the parcel has been approved by the City.

H. Parking.

- i. Minimum parking requirements for all development on the Property shall meet or exceed City standards in effect for each designated use at the time the Developer provides initial submittal of the site plan for City review.
- ii. The parking of watercraft, trailers, recreational vehicles, and similar items shall be prohibited.

I. Signage and Lighting.

- i. All signage will comply with the City of Lago Vista Sign Ordinance.
- ii. All exterior lighting to be installed in the development or along the entrance to the development shall follow “dark skies” specifications.

J. Parkland Dedication. The parkland dedication for the Property shall be satisfied by payment of a fee-in-lieu of the dedication of park land. Payment of a fee-in-lieu of the dedication of parkland shall be made in accordance with the provisions of the City’s Subdivision Ordinance. Such payment shall be made prior to the approval of the final plat for the Property.

K. Entrances and Accessibility.

- i. Entrances shall be allowed off Lohman Ford. Each entrance to the residential parcel shall be gate controlled.
- ii. One entrance may be designated for emergency use only and will be equipped appropriately.

L. Offsite Infrastructure Improvements. The Developer shall be responsible for the cost of all extensions and/or improvements to the City’s utility systems necessary to provide service to the Property.

N. Onsite Infrastructure Improvements. The Developer shall be responsible for the cost of all onsite infrastructure needed to serve the Property or parcel to be served.

O. All buildings and uses requiring utility service of water and wastewater shall be on the City of Lago Vista system. Wells and septic tanks are not allowed.

P. Property Owners’ Association. The POA shall be established during site planning and will be responsible for maintenance of streets, common areas, and community facilities.

V. The appropriate departments of the City, the Commission and the City Council hereby find and agree that this Ordinance and the project contemplated herein complies with and satisfies the requirements of Section 10.20 and 13.20 of the Zoning Code and the Comprehensive Master Plan of the City of Lago Vista.

Section 7. Amendment of Ordinances. The Zoning Code is hereby amended to add the above-described PDD. Any portion of the Zoning Code, Comprehensive Master Plan or any applicable ordinance in conflict herewith is hereby repealed to the extent of such conflict only.

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

Section 9. 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 10. 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, Tex. Gov't. Code.

AND, IT IS SO ORDERED.

PASSED AND APPROVED this _____ day of _____, 20____.

Ed Tidwell, Mayor

ATTEST:

Sandra Barton, City Secretary

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

EXHIBIT “A”

Legal Description

EXHIBIT “B”

Land Use Plan

EXHIBIT “C”

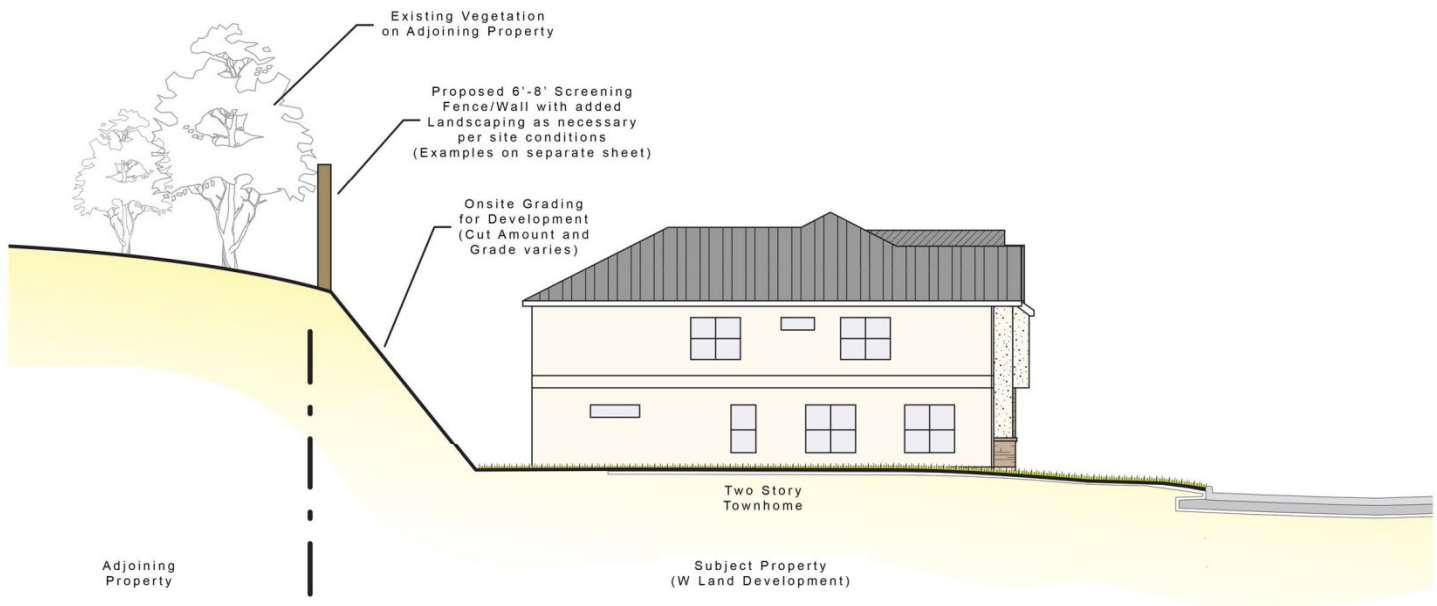
Place Holder

22-2263-PDD-REZ
4300 Lohman Ford Road

Attachment 3
Proposed Concept / Plan Exhibits

	TOTAL AC.	OPEN SPACE (AC)	OPEN SPACE (%)
SINGLE FAMILY HOMESITES (114 UNITS)	10.44	5.21	49.9
DEDICATED OPEN SPACE	69.23	69.23	100
COMMERCIAL (60% IC)	5.46	2.18	39.9
TOWNHOMES (224 UNITS)	16.57	10.4	62.8
ROADWAYS	7.82	0.97	12.4
TOTAL	109.52	87.99	80.3





Screening / Edge Treatment

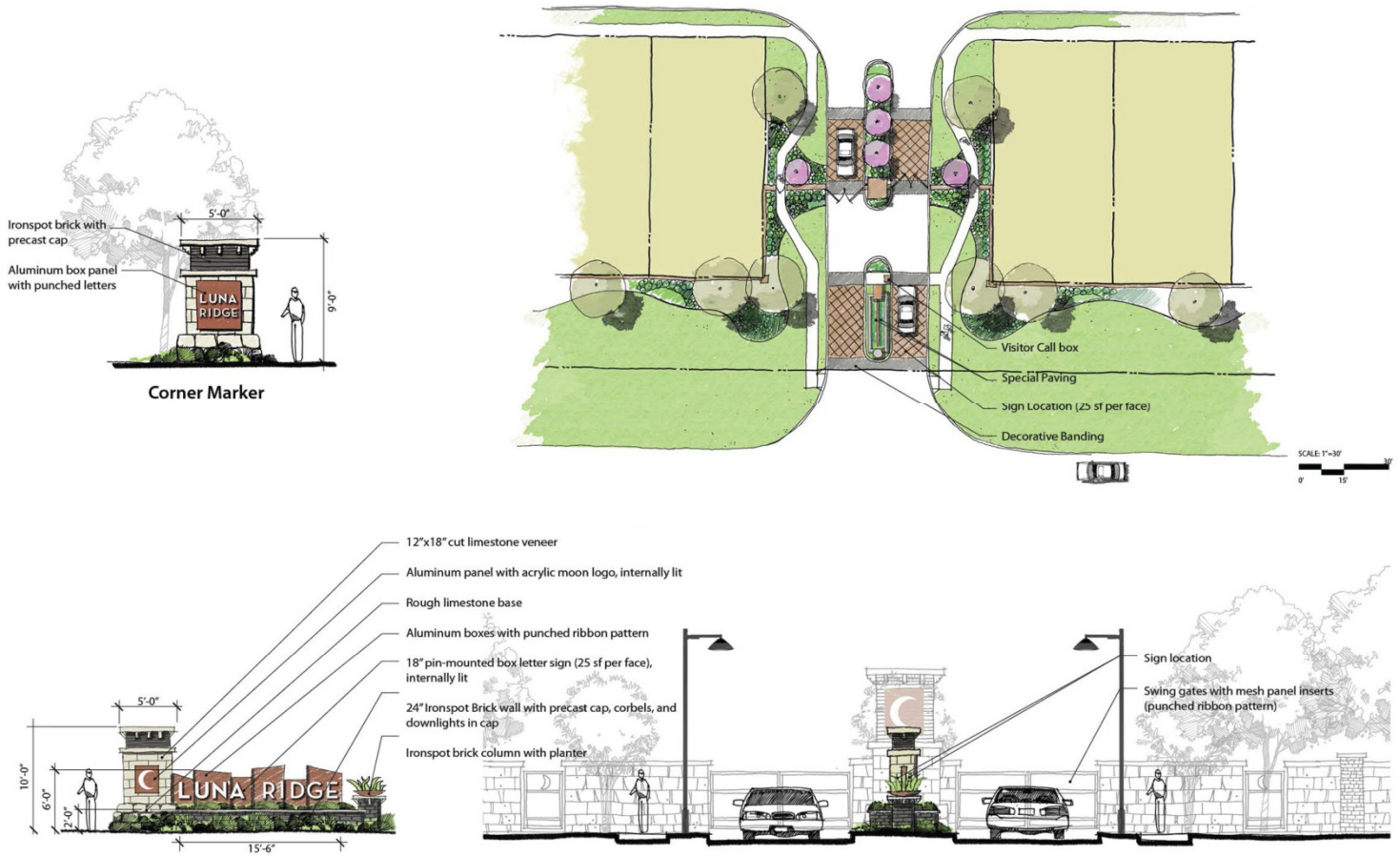


Proposed Development and/or Screening Fencing along Lohman Ford Road and abutting neighboring homeowner shall be constructed of a fencing material such as fencecrete or precast concrete wall panels.

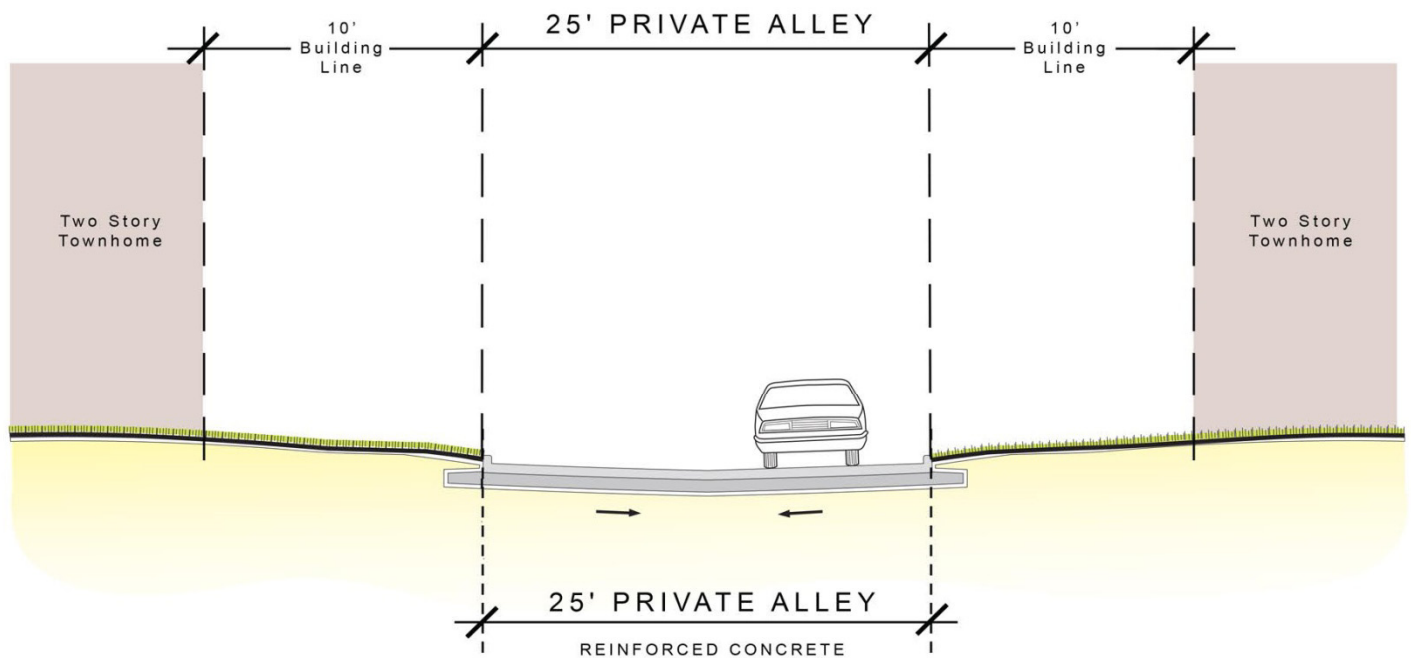
Such fencing is typical for this type of development and offers a durable, long-lasting fence structure with minimal maintenance and provides some level of sound dampening to adjoining properties.

Location of fencing types to be delineated separately following Conceptual Plan Approval with final pattern/color/texture to be determined by Developer



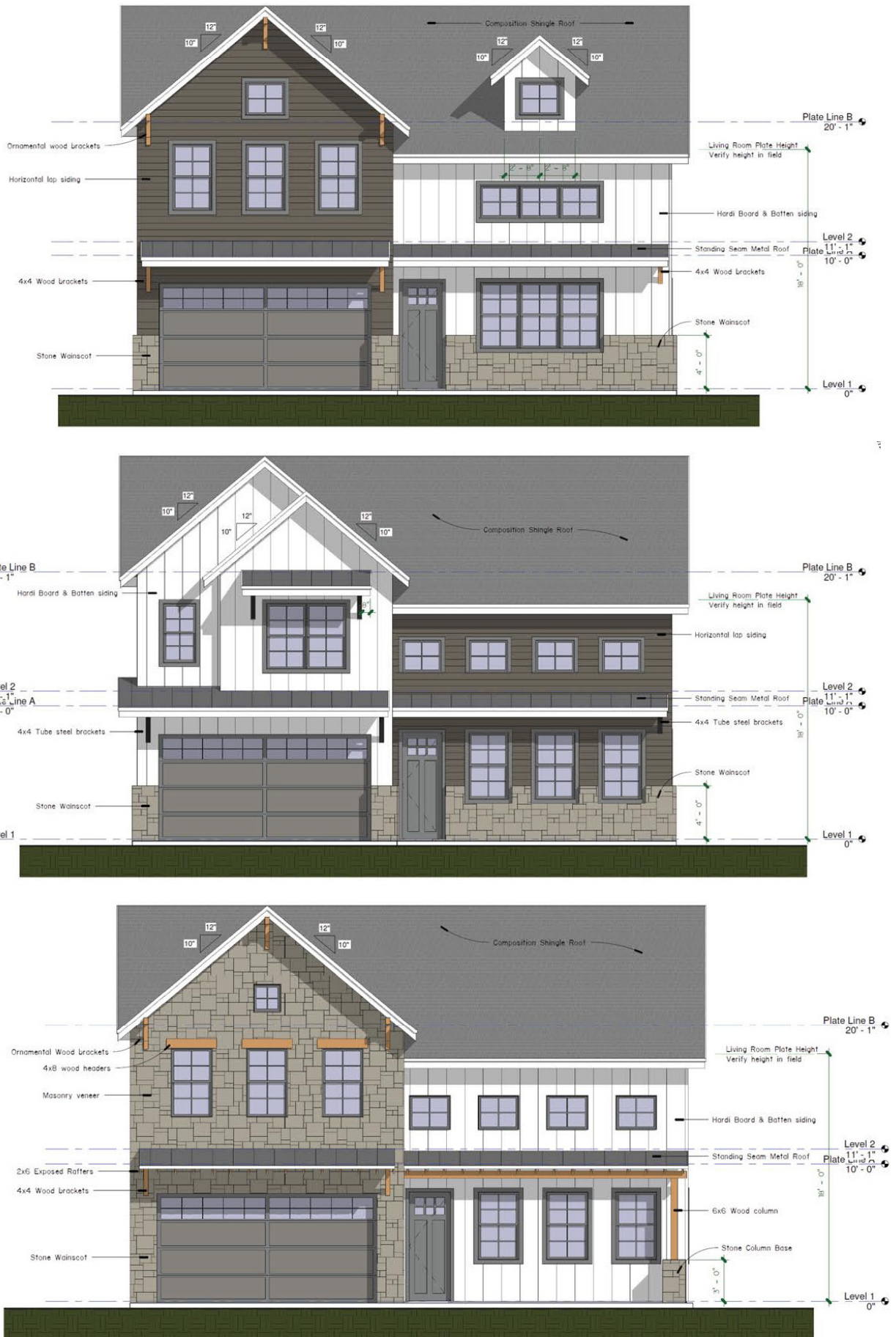


Entry Landscaping / Monument Signs



Typical Private Alley (Street)

Typical Elevations





Typical Elevations



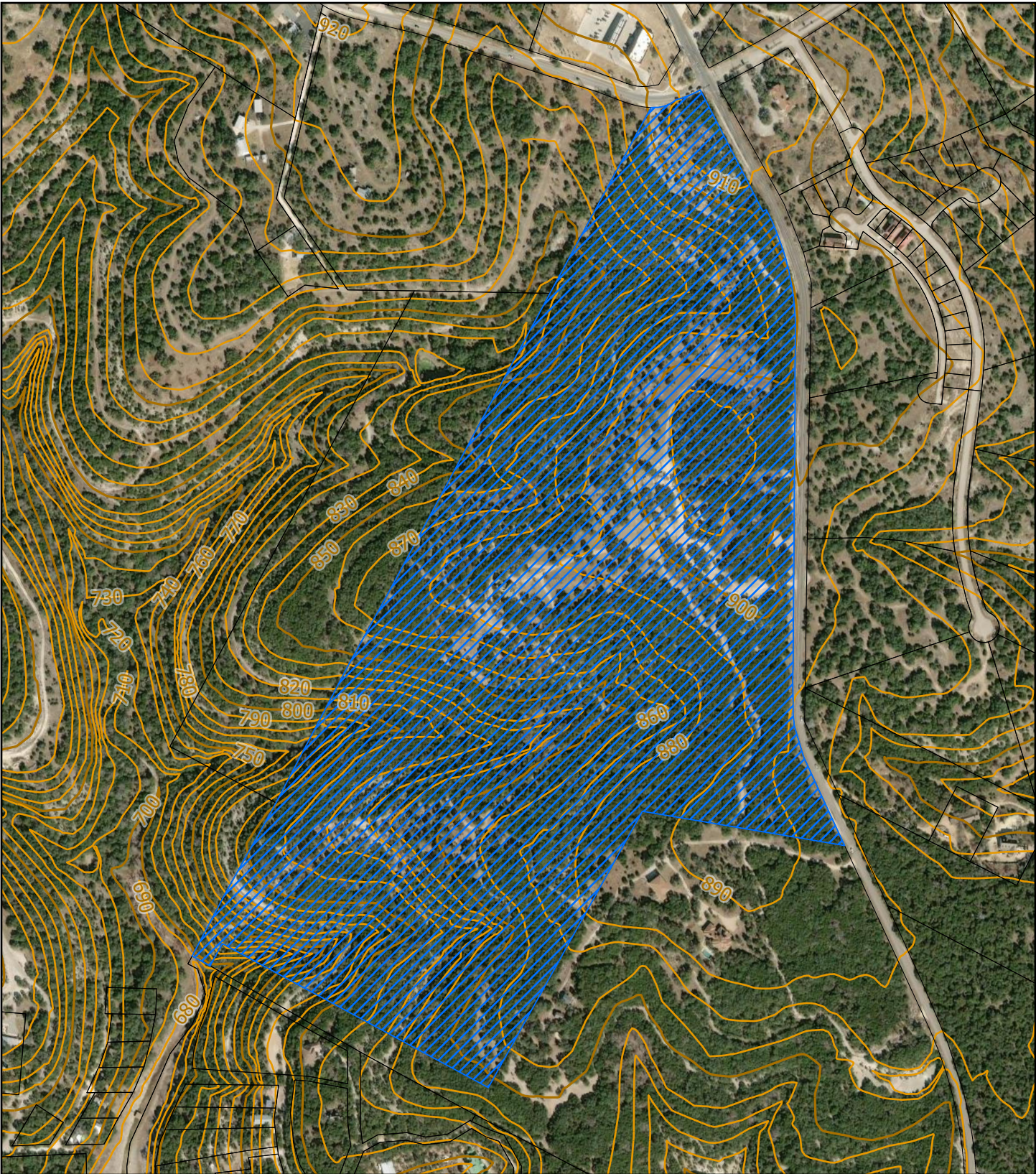


Typical Elevations



22-2263-PDD-REZ
4300 Lohman Ford Road

Attachment 4
Maps



Requestor



TCAD Parcels



10 ft Contour



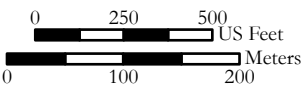
50 ft Contour

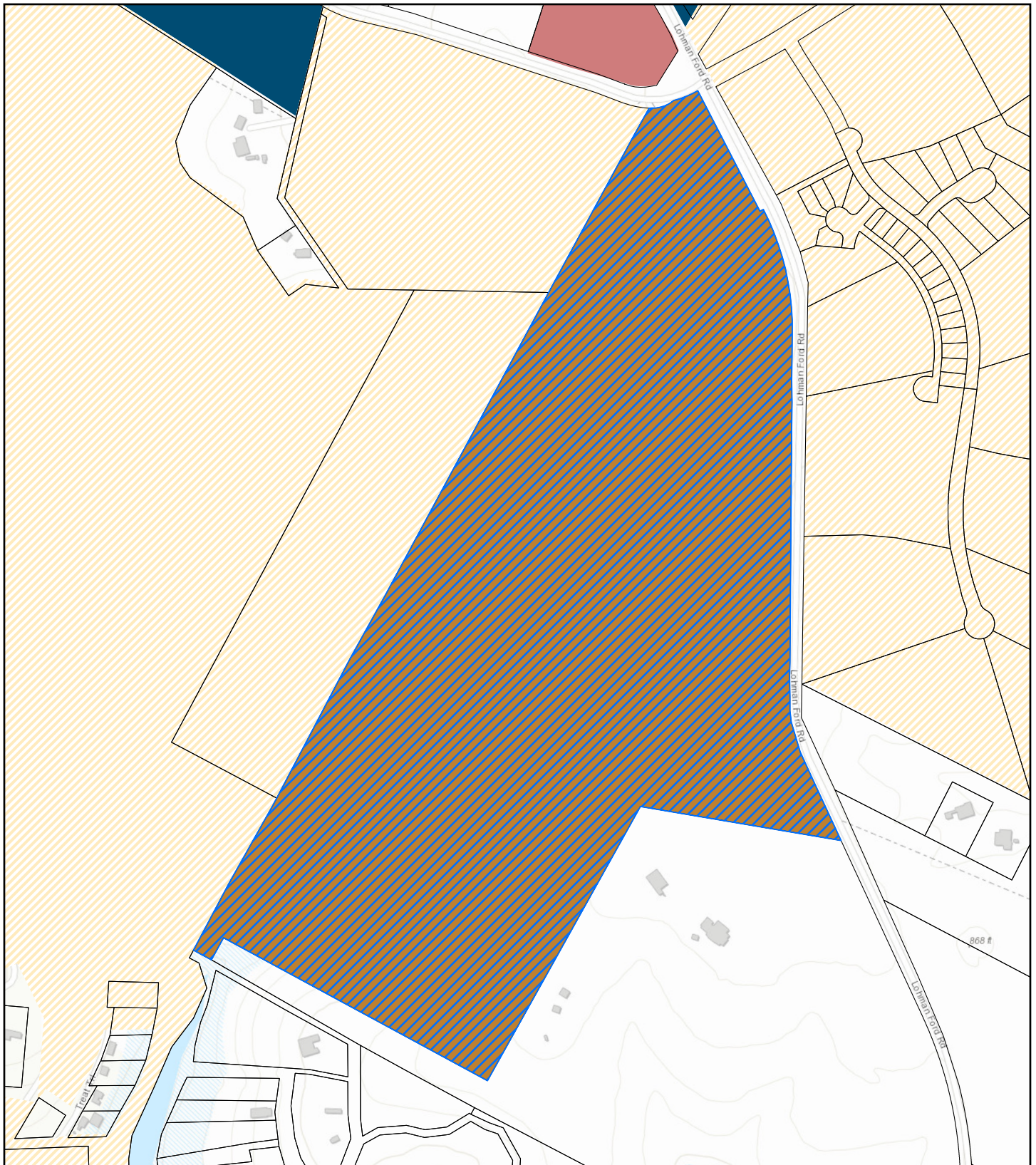
4300 Lohman Ford Rd

Request Type	Zoning Change	Project	22-2263-PDD-REZ
Change Requested	PDD Approval	Date	4/17/2023
Map Purpose	Aerial & Topography	Drawn By	D Avetian

Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet

N





Requestor
TCAD Parcels

Zoning Districts

C-2
PDD
TR-1
U-1

4300 Lohman Ford Rd

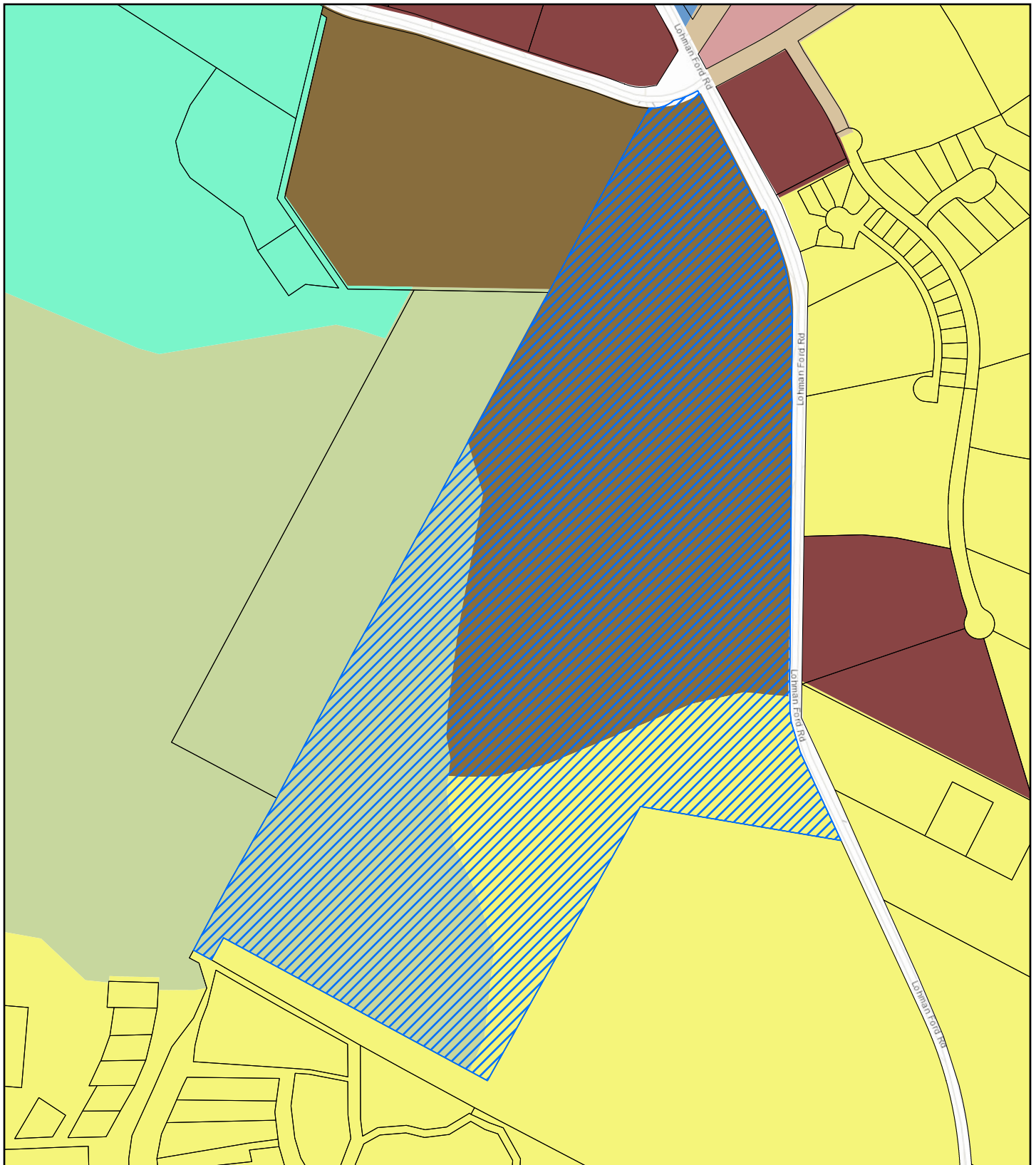
Request Type	Zoning Change	Project	22-2263-PDD-REZ
Change Requested	PDD Approval	Date	4/17/2023
Map Purpose	Existing Zoning	Drawn By	D Avetian

Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet

N

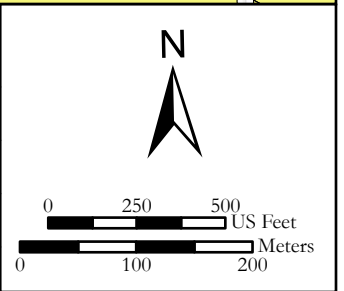


0 250 500 US Feet
0 100 200 Meters



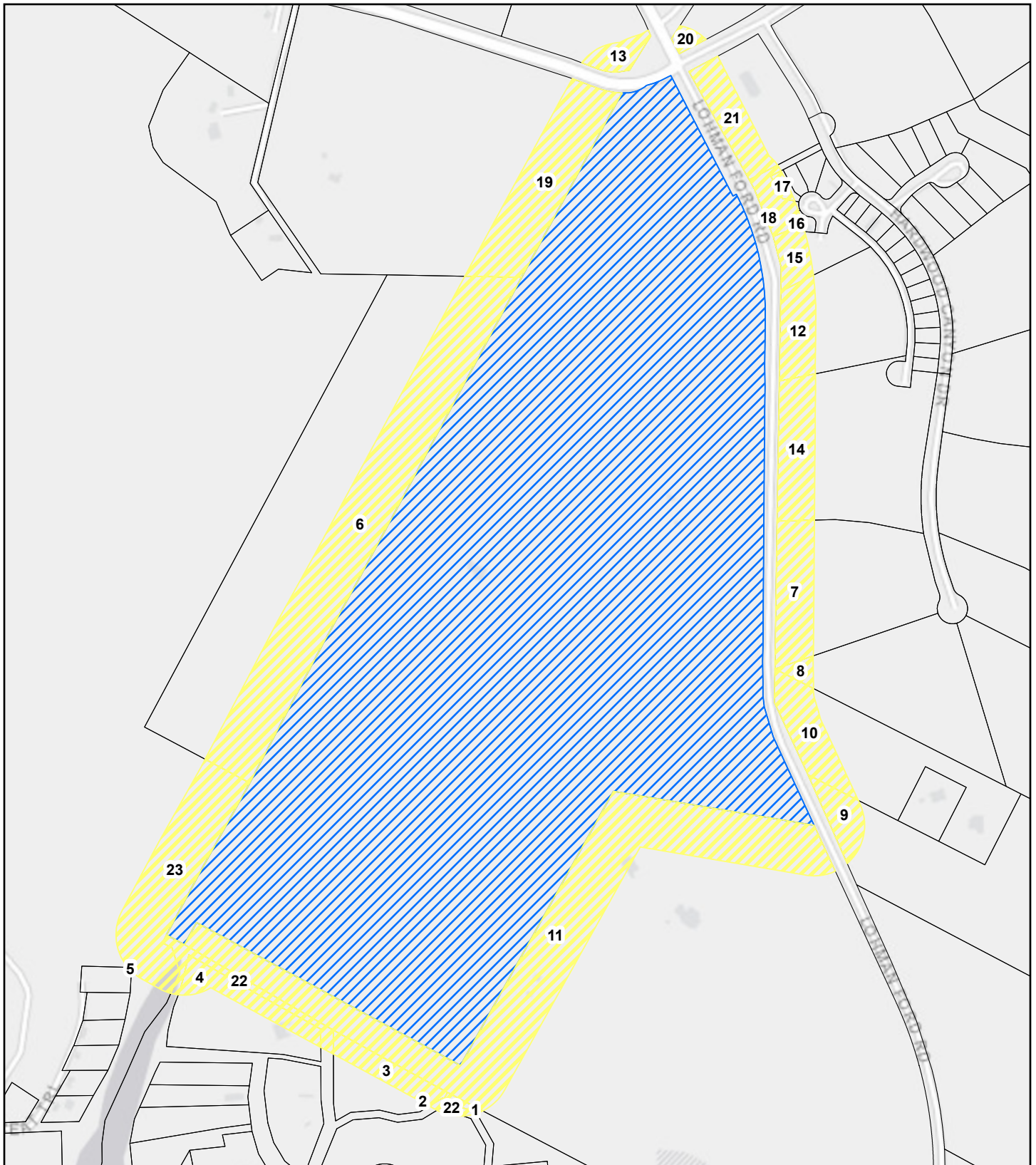
	Requestor
	TCAD Parcels
Land Use Code	
	City Park
	High Density Residential
	Low Density Residential
	Mixed Use
	Neighborhood Retail/Office/Commercial
	Public Semi-Public
	Regional Retail/Office/Commercial
	Rural Residential

4300 Lohman Ford Rd			
Request Type	Zoning Change	Project	22-2263-PDD-REZ
Change Requested	PDD Approval	Date	4/17/2023
Map Purpose	Future Land Use	Drawn By	D Avetian
Coordinate System: NAD 1983 CORS96 StatePlane Texas Central FIPS 4203 Ft US			



22-2263-PDD-REZ
4300 Lohman Ford Road

Attachment 5
Notice Comments



- Requestor
- Notification Boundary
- TCAD Parcels

4300 Lohmans Ford Rd

Request Type	Zoning Change	Project	22-2263-PDD-REZ
Change Requested	PDD Approval	Date	4/17/2023
Map Purpose	Notification Boundary	Drawn By	D Avetian

Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet





Notice of Public Hearing

Project #: 22-2263-PDD-REZ

Hearing Date and Time: Thursday, May 11, 2023, at 6:30 P.M. in the Council Chambers at City Hall, 5803 Thunderbird St., Lago Vista, Texas

Project Property Location: A metes and bounds legal description of the tract under consideration is available upon request from the City of Lago Vista.

200' Notification Mailing ID: 9

April 26, 2023

ETJ

TORRES/INGLIS FAMILY TRUST
PO BOX 5590
LAGO VISTA, TX 78645

The Planning and Zoning Commission will make a consideration of a recommendation regarding a zoning change request to amend approximately 109.522 acres of the D&W RR Co. Survey No. 99, Abstract No. 246 and the Richard Craig Survey No. 1867, Abstract No. 2754 from the TR-1 ("Temporary Restricted") district to a Planned Development District to be known as the "Luna Ridge PDD." A metes and bounds legal description of the tract under consideration is available upon request from the City of Lago Vista.

For additional information, please contact us as follows and include the above highlighted project # 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 within the required deadline 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:

see attached

Signed:

[Signature]

This whole page may be returned as follows:

E-mail: development@lagovistatexas.gov
Postal Address: City of Lago Vista, Development Services Dept., P.O. Box 4727, Lago Vista, TX, (U.S.A.) 78645
In Person at Front Counter: Development Services Dept., Lago Vista City Hall 5803 Thunderbird St.

June 5, 2023

For June 8, 2023 Planning and Zoning Committee hearing

Re: project 22-2263-PDD-REZ

4300 Lohman Ford Road

Groseclose/Luna Ridge Planned Development District

OPPOSED

Thank you for the opportunity to comment on project 22-2263-PDD-REZ. We OPPOSE the application for this PDD. We are disappointed that the Future Land Use Map designates this area high-density development in a rural area full of bountiful wildlife.

I support the agreement with the City of Austin to “ensure continued and adequate protection of the watershed that serves as the source of potable water for the growing population of that city and the surrounding area.” I appreciate that the impervious cover is limited to 25% and that there is a significant amount of open space, however I see no flood control or water quality controls for run-off.

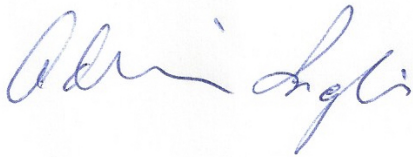
I don’t understand why the parkland dedication would be satisfied with a fee-in-lieu when there seems to really be dedicated parkland. Does it mean that the developer would be able to develop the open space in the future?

I would urge that the multifamily housing not be right next to the neighboring property.

In general, this development would destroy beautiful woodlands and have a huge negative impact on wildlife habitat, endangered species, wildfire evacuation, water quality, traffic, light pollution, noise pollution, and general quality of life.

I regret that I will miss the June 8 hearing due to work commitments.

Thank you for considering my remarks.

A handwritten signature in blue ink, appearing to read 'Adrienne Inglis', written in a cursive style.

Adrienne Inglis

3805 Lohman Ford Rd



Notice of Public Hearing

Project #: 22-2263-PDD-REZ

Hearing Date and Time: Thursday, May 11, 2023, at 6:30 P.M. in the Council Chambers at City Hall, 5803 Thunderbird St., Lago Vista, Texas

Project Property Location: A metes and bounds legal description of the tract under consideration is available upon request from the City of Lago Vista.

200' Notification Mailing ID: 11 **ETJ**

April 26, 2023

CADIGAN MICHAEL J & MARY EILEEN CADIGAN
4024 LOHMAN FORD RD
LAGO VISTA, TX 78645

The Planning and Zoning Commission will make a consideration of a recommendation regarding a zoning change request to amend approximately 109.522 acres of the D&W RR Co. Survey No. 99, Abstract No. 246 and the Richard Craig Survey No. 1867, Abstract No. 2754 from the TR-1 ("Temporary Restricted") district to a Planned Development District to be known as the "Luna Ridge PDD." A metes and bounds legal description of the tract under consideration is available upon request from the City of Lago Vista.

For additional information, please contact us as follows and include the above highlighted project # 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 within the required deadline 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:

Please See Attachment # 1 d #2

Signed:

Michael J. Cadigan Mary Eileen Cadigan

This whole page may be returned as follows:

E-mail: development@lagovistatexas.gov

Postal Address: City of Lago Vista, Development Services Dept., P.O. Box 4727, Lago Vista, TX, (U.S.A.) 78645

In Person at Front Counter: Development Services Dept., Lago Vista City Hall
5803 Thunderbird St.

Attachment # 1

Michael J & Mary Eileen Cadigan

5 / 4 / 2023

4024 Lohmans Ford Rd

Lago Vista , Texas 78645

Subject ; Notice Of Public Hearing

Project # ; 22-2263-PDD-REZ

I am opposed to this request for change. I have written to development@lagovistatexas.gov requesting more information per the instructions on the Notice letter. To date there has been no response. I also wrote to Roy Jambor who wrote back almost immediately stating this was a request per statutes and ordinances. It remains unclear whether there is more to this request, a new layout will appear at the meeting or not. This developer has not been the easiest to engage.

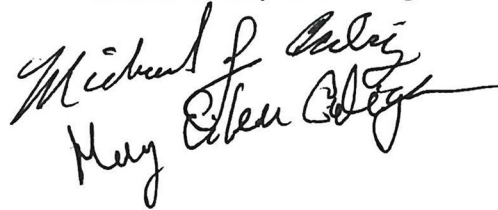
My attachment #2 is the last City Council approved proposal. This same company approached the council several months ago requesting a change and that request was rejected.

I want to restate what was agreed to at the first City Council meeting regarding my statements and agreement that was struck with the developer, Kyle Spicer and Jeff Etheridge. The specifics of the agreement was that a sound and sight deadening wall would be constructed between my property line and the subject property line that would block views and noise from my property. This was stated at the council meeting by Mr Etheridge , and when I spoke I acknowledged the same. These comments were documented in the Council minutes.

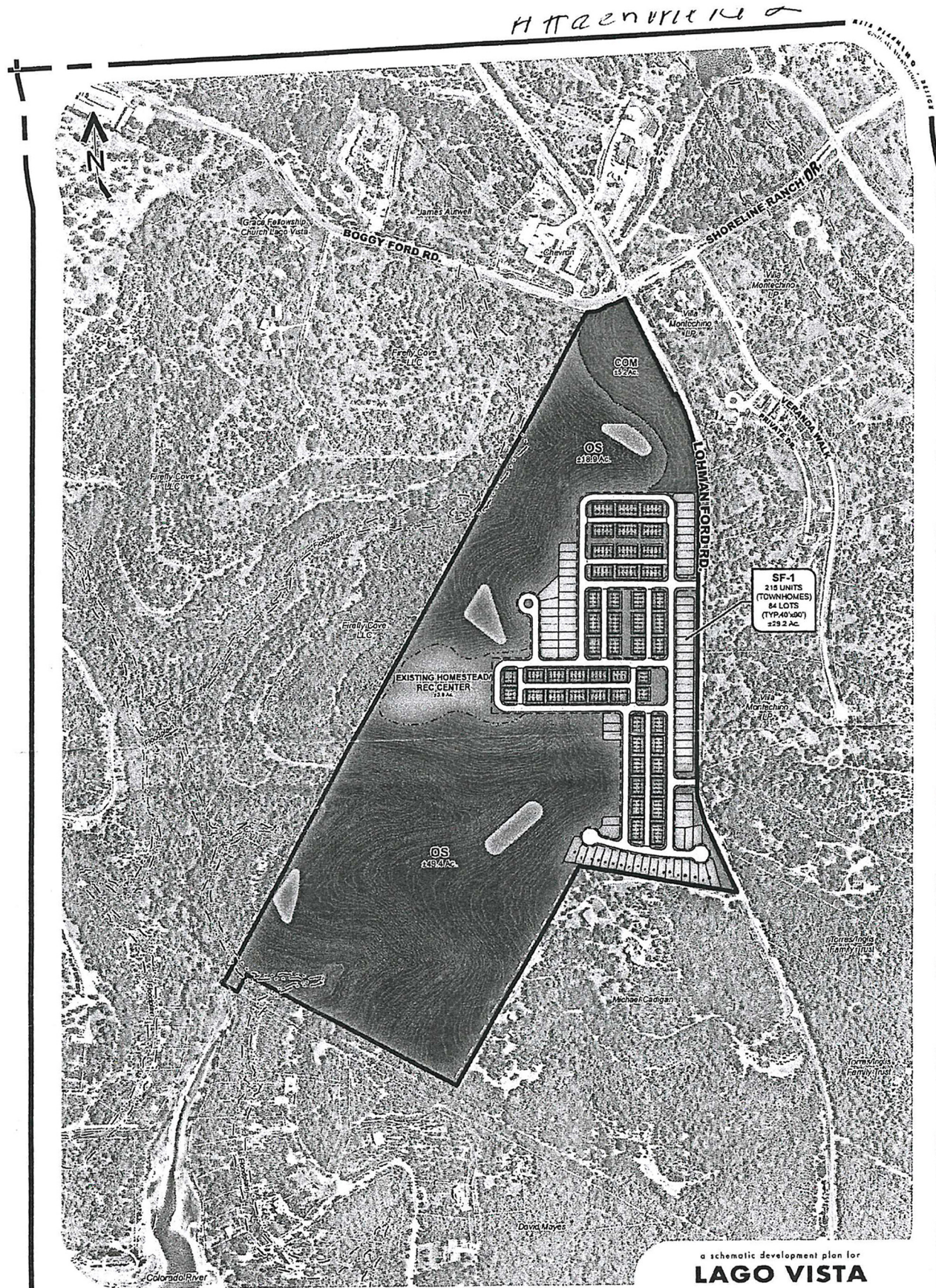
It is not clear to me whether this new request includes a modification to the Attachment 2 proposal or not. Being that I did not get any response to the email sent to development@lagovistatexas.gov on 5 / 1/ 2023 , I am documenting my opposition here. I plan to join the meeting via zoom.

Sincerely,

Michael J & Mary Eileen Cadigan

Handwritten signatures of Michael J. Cadigan and Mary Eileen Cadigan. The signature of Michael J. Cadigan is written in a cursive style, and the signature of Mary Eileen Cadigan is written in a similar cursive style below it.

H T A E N V I R T U A L



LOT SUMMARY

	TOWNHOME	215 UNITS	72%
	40'x90'	84 LOTS	28%

TOTAL 299 UNITS

THIS DRAWING IS A CLARIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR CONSTRUCTION OR CONSTRUCTION PURPOSES. THIS DRAWING IS A SCANNED IMAGE ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING + DESIGN MAY CEASE TO INTERPRET ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO THE ISSUES OF ENGINEERING AND SURVEYING, LOGIC, AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. MOST OFTEN, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

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a schematic development plan for
LAGO VISTA
 ±108.9 ACRES OF LAND
 prepared for
W LAND DEVELOPMENT

OPTION E

META
 PLANNING + DESIGN

24275 Katy Freeway, Ste. 200
 Katy, Texas 77494
 Tel: 281-810-1422

SCALE
 0 100 200

MTA-23015
 AUGUST 10, 2021

META PLANNING + DESIGN



Notice of Public Hearing

Project #: 22-2263-PDD-REZ

Hearing Date and Time: Thursday, May 11, 2023, at 6:30 P.M. in the Council Chambers at City Hall, 5803 Thunderbird St., Lago Vista, Texas

Project Property Location: A metes and bounds legal description of the tract under consideration is available upon request from the City of Lago Vista.

200' Notification Mailing ID: 22 **ETJ**

April 26, 2023

OLD FARM PROPERTY OWNERS ASSOC
P O BOX 5768
LAGO VISTA, TX 78645

The Planning and Zoning Commission will make a consideration of a recommendation regarding a zoning change request to amend approximately 109.522 acres of the D&W RR Co. Survey No. 99, Abstract No. 246 and the Richard Craig Survey No. 1867, Abstract No. 2754 from the TR-1 ("Temporary Restricted") district to a Planned Development District to be known as the "Luna Ridge PDD." A metes and bounds legal description of the tract under consideration is available upon request from the City of Lago Vista.

For additional information, please contact us as follows and include the above highlighted project # 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 within the required deadline 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: Suzanne Hanger, Treasurer

This whole page may be returned as follows:

E-mail: development@lagovistatexas.gov
Postal Address: City of Lago Vista, Development Services Dept., P.O. Box 4727, Lago Vista, TX, (U.S.A.) 78645
In Person at Front Counter: Development Services Dept., Lago Vista City Hall 5803 Thunderbird St.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 6, 2023

SUBMITTED BY: Roy Jambor, Development Services

SUBJECT: Discussion, consideration, and possible action regarding a contractual agreement with Halff Associates, Inc. to provide professional services required to complete an update to the current Lago Vista comprehensive plan that includes a parks master plan component for the stipulated sum of \$235,000 for the base scope of work as described more fully in the exhibits attached and incorporated into the agreement.

BACKGROUND: Various problems with the current comprehensive plan have become increasingly apparent on many occasions over the past several years. Among a variety of likely explanations is that the existing comprehensive plan did not anticipate the recent level of growth experienced by the community. More accurately, it explicitly encouraged growth as a solution to many of the problems identified by the residents who participated in the formulation of that plan which was formally adopted in 2016. Conversely, a major current concern is ensuring that this growth is managed and creates lasting and sustainable value for the community.

\$200,000 was added to the 2022-2023 Development Services budget for professional services to update the comprehensive plan. While that total was unlikely to be adequate for a completely new effort, it was the amount estimated for an update or replacement for the entirety of the land use component, primarily Chapter 3 of the existing document. It was also known that this amount was unlikely to cover any number of specialty topics or extra services that the Council might subsequently elect to add to the scope while completing the effort.

The staff recommended a qualification-based selection process known as an RRQ (request for qualifications). The expectation is that the Council would devise a method of ranking the responding firms based on their qualifications, experience, and apparent understanding of the desired outcome. The Council would then attempt to negotiate a desirable scope of work,

schedule, and compensation with the highest-ranking firm, moving to the next firm only if those negotiations failed. Halff Associates, Inc. was the firm ranked highest by the Council, although the staff would like to point out that an extraordinary number of qualified firms responded. We suspect that the state of the economy when the RFQ was issued had something to do with that level of interest.

Early in those negotiations it was determined that Halff Associates, Inc. was qualified to include a parks master plan component within their scope of services. Moreover, including that as part of the comprehensive plan update would accommodate a significant amount of cost savings by sharing certain fixed costs, such as public meetings and engagement efforts. As such, they were asked to include that component as part of the proposed base scope of services. Nonetheless, it seems relevant to point out that the stipulated sum of \$60,000 for the parks master plan is based on that as a separate service. If it were to be omitted from the base scope of services, several other components of the base services would likely increase slightly beyond the remaining balance of \$175,000. Nonetheless, the total of \$235,000 for all proposed base services appears equitable and below the staff estimate.

FINDINGS:

To approve the agreement and authorize the City Manager to execute it, the City Council should find:

- that the consultant is qualified to perform the desired professional services and the preferred firm based on the responses to RRQ 23-02;
- that the proposed base scope of services is desirable and likely to yield the desired outcomes for the comprehensive plan update including the anticipated schedule for completion; and
- that the proposed compensation is equitable and consistent with estimates as well as existing and proposed budgets.

FINANCIAL IMPACT:

Funds in the amount of \$200,000 were budgeted in the General Fund Development Services for the Comprehensive Plan. The proposal from Halff Consultants for the comprehensive plan is a sum total of \$175,000. The parks master plan was an addition after the FY 2022-2023 budget was approved. Therefore, the difference of \$25,000 will be utilized to begin the parks master plan. The remaining balance of \$35,000 will be allocated in the FY 2023-2024 budget.

RECOMMENDATION:

Based on the confirmed preference of the City Council for this firm to provide the desired services in response to RFQ 23-02, approval of the proposed base scope of services, and the

compensation being slightly below the budget estimates, the staff recommends approval of the agreement and that the City Manager be authorized to execute it.

ATTACHMENTS:

[Halff Associates Inc - Comprehensive Plan Agreement](#)

AGREEMENT FOR PROFESSIONAL PLANNING AND LANDSCAPE ARCHITECTURE SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

This Agreement for Professional Planning or Landscape Architecture Services ("Agreement") is entered into by the **City of Lago Vista** a **Home Rule City** of the State of **Texas** ("Client"), duly authorized to act by the **City Council** of said Client, and **HALFF ASSOCIATES, INC.** a Texas corporation, acting through a duly authorized officer ("Planner or Landscape Architect"), relative to Planner or Landscape Architect providing professional planning and landscape architecture services to Client. Client and Planner or Landscape Architect may be collectively referred to as the "Parties" or individually as a "Party".

W I T N E S S E T H:

For the mutual promises and benefits herein described, Client and Planner or Landscape Architect agree as follows:

I. TERM OF AGREEMENT. This Agreement shall become effective on the date of its execution by both Parties and shall continue in effect thereafter until terminated as provided herein.

II. SERVICES TO BE PERFORMED BY PLANNER OR LANDSCAPE ARCHITECT. Planner or Landscape Architect shall provide to Client basic planning and landscape architecture services as described in the Scope of Services attachment and fully incorporated herein as "**Exhibit A**" which services may include, but will not be limited to, those services normally rendered by a planner or landscape architect to a **Home Rule City**. Planner or Landscape Architect shall perform its obligations under this Agreement as an independent contractor and not as an agent or fiduciary of any other party.

III. COMPENSATION. Client agrees to pay monthly invoices or their undisputed portions within thirty (30) calendar days of receipt. Payment of undisputed amounts later than thirty (30) calendar days after receipt of such invoice shall include interest at one percent (1%) per month or lesser maximum enforceable interest rate, from the thirty first (31st) calendar day after Client received the invoice until the date Client distributes payment as provided under the Texas Prompt Payment Act. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the Parties that Planner or Landscape Architect's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement, or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services, and direct costs will be billed at actual cost plus a service charge of ten percent (10%). Mileage will be billed at current IRS rates.

IV. CLIENT'S OBLIGATIONS. Client agrees that it will (i) designate a specific person to act as Client's representative, (ii) provide Planner or Landscape Architect with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to Client, when necessitated by a project, (iii) provide site access so that Planner or Landscape Architect may provide those services described in the attached Scope of Services but only to the extent that the City has a right of access to such sites for such purposes, reasonably assist Planner or Landscape Architect in obtaining access to property necessary for performance of Planner or Landscape Architect's work for Client, (iv) make prompt payments in response to Planner or Landscape Architect's statements in accordance with this agreement and (v) respond in a timely manner to requests from Planner or Landscape Architect. Planner or Landscape Architect is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Client's representative.

V. TERMINATION OF WORK. Client may terminate this Agreement at any time with or without cause upon giving Planner or Landscape Architect ten (10) calendar days' prior written notice. Client agrees that termination of Planner or Landscape Architect for Client's convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is solely the performance of all or part of Planner or Landscape Architect's services under this Agreement by Client or by another service provider. Following Planner or Landscape Architect's receipt of such termination notice Client shall, within thirty (30) calendar days of Client's receipt of Planner or Landscape Architect's final invoice, pay Planner or Landscape Architect for all services rendered and all costs incurred up to the date of Planner or Landscape Architect's receipt of such notice of termination.

VI. OWNERSHIP OF DOCUMENTS. Upon Planner or Landscape Architect's completion of services and receipt of payment in full, Planner or Landscape Architect shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Planner or Landscape Architect's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced, and used by Client for the purpose of constructing, operating, and maintaining the improvements, or in response to a request for information under the Texas Public Information Act. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data (other than those drawings and instruments described in the first sentence of this paragraph, above) or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Planner or Landscape Architect and may not be used or reused, in any form, by Client without the express written authorization of Planner or Landscape Architect. Client agrees that any reuse by Client of the information or instruments prepared by Planner or Landscape Architect will be at Client's own risk and Client waives any claim against Planner or Landscape Architect related to such reuse. Planner or Landscape Architect may reuse all drawings, reports, data, and other information developed in performing the services described by this Agreement in Planner or Landscape Architect's other activities. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale of goods by Planner or Landscape Architect, and Planner or Landscape Architect makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. Client is aware that differences may exist between the electronic files delivered and the printed hard-copy original documents. In the event of a conflict between the signed original documents prepared by Planner or Landscape Architect and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

VII. NOTICES. Any notices to be given hereunder by either Party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

VIII. SOLE PARTIES AND ENTIRE AGREEMENT. This Agreement shall not create any rights or benefits to anyone except Client and Planner or Landscape Architect and contains the entire Agreement between the Parties. Oral modifications to this Agreement shall have no force or effect.

IX. INSURANCE. Planner or Landscape Architect shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$2,000,000 per claim and in the aggregate. Planner or Landscape Architect shall submit to Client a certificate of insurance prior to commencing any work for Client.

X. PROMPT PERFORMANCE BY PLANNER OR LANDSCAPE ARCHITECT. All services provided by Planner or Landscape Architect hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the planning or landscape architecture profession in the State of **Texas** applicable to such planning and landscape architecture services contemplated by this Agreement.

XI. CLIENT OBJECTION TO PERSONNEL. If at any time after entering into this Agreement Client has any reasonable objection to any of Planner or Landscape Architect's personnel, or any personnel, professionals and/or consultants retained by Planner or Landscape Architect, Planner or Landscape Architect shall promptly propose substitutes to whom Client has no reasonable objection, and Planner or Landscape Architect's compensation shall be equitably adjusted to reflect any difference in Planner or Landscape Architect's costs occasioned by such substitution.

XII. ASSIGNMENT. This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Planner or Landscape Architect without the prior written consent of the other Party. Further, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Planner or Landscape Architect and Client and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of Planner or Landscape Architect and Client and not for the benefit of any other party (no third party beneficiaries).

XIII. JURISDICTION AND VENUE. This Agreement shall be administered under the substantive laws of the State of **Texas** (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in any court of competent jurisdiction in **Travis**

County, Texas.

XIV. INTEGRATION, MERGER AND SEVERABILITY. This Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Planner or Landscape Architect. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XV. EXCLUSIVITY OF REMEDIES. The Parties acknowledge and agree that the remedies set forth in this Agreement (Agreed Remedies) are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Planner or Landscape Architect is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

XVI. TIMELINESS OF PERFORMANCE. Planner or Landscape Architect shall perform its professional services in a timely manner with due and reasonable diligence consistent with sound professional practices.

XVII. DISPUTE RESOLUTION. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two (2) meetings of senior personnel of Client and Planner or Landscape Architect in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) calendar days following the initial meeting. Subsequent meetings, if any, may be scheduled upon mutual agreement of the Parties. The Parties agree that these two (2) meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the Parties as such rights relate to statutes of limitation or repose.

XVIII. INDEMNIFICATION BY PLANNER OR LANDSCAPE ARCHITECT. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PLANNER OR LANDSCAPE ARCHITECT AGREES TO INDEMNIFY AND HOLD THE CLIENT ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AND AGENTS HARMLESS FROM AND AGAINST LIABILITIES FOR DAMAGES, INCLUDING BUT NOT LIMITED TO, REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COSTS, IN PROPORTION TO PLANNER OR LANDSCAPE ARCHITECT'S LIABILITY, FOR ANY PERSONAL INJURY, FOR ANY BODILY INJURY, SICKNESS, DISEASE OR DEATH AND FOR DAMAGE TO OR DESTRUCTION OF ANY PROPERTY WHICH 1) ARE CAUSED IN WHOLE OR IN PART BY ANY ACTION OR OMISSION, NEGLIGENT OR OTHERWISE, OF THE PLANNER OR LANDSCAPE ARCHITECT, ITS EMPLOYEES, OR AGENTS OR SUBCONTRACTORS AND THEIR EMPLOYEES, OR AGENTS; OR 2) ARE DIRECTLY ARISING OUT OF, RESULTING FROM, OR IN CONNECTION WITH PERFORMANCE OF THIS CONTRACT; OR 3) ARE BASED UPON THE PLANNER OR LANDSCAPE ARCHITECT'S OR ITS SUBCONTRACTORS' USE OF, PRESENCE UPON OR PROXIMITY TO THE PROPERTY OF THE CLIENT. *THIS INDEMNIFICATION OBLIGATION OF THE PLANNER OR LANDSCAPE ARCHITECT SHALL NOT APPLY IN THE LIMITED CIRCUMSTANCE WHERE THE CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED BY THE SOLE NEGLIGENCE OF THE CLIENT, BUT SHALL OTHERWISE APPLY IN INSTANCES OF THE SIMPLE NEGLIGENCE (BUT NOT THE GROSS NEGLIGENCE NOR INTENTIONAL MISCONDUCT) OF THE CLIENT.* THE FOREGOING INDEMNIFICATION OBLIGATIONS OF THE PLANNER OR LANDSCAPE ARCHITECT ARE A MATERIAL INDUCEMENT TO CLIENT TO ENTER INTO THE CONTRACT, ARE REFLECTED IN THE PLANNER OR LANDSCAPE ARCHITECT'S COMPENSATION, AND HAVE BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

XIX. AGREED REMEDIES

A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT PLANNER OR LANDSCAPE ARCHITECT'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT PLANNER OR LANDSCAPE

ARCHITECT'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES THAT ARE EITHER PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT.

B. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND ENGINEER AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF PLANNER OR LANDSCAPE ARCHITECT AND PLANNER OR LANDSCAPE ARCHITECT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF PLANNER OR LANDSCAPE ARCHITECT OR PLANNER OR LANDSCAPE ARCHITECT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED PLANNER OR LANDSCAPE ARCHITECT'S FEE RECEIVED FOR THE SERVICES PERFORMED, PLUS ANY ADDITIONAL AMOUNTS ABOVE THE CONTRACT AMOUNT REASONABLY INCURRED TO OBTAIN THE SERVICES LISTED IN THE ATTACHED SCOPE OF SERVICES, PLUS ANY COSTS PAID BY THE CITY (INCLUDING REASONABLE ATTORNEY'S FEES) REASONABLY NECESSARY FOR THE ENFORCEMENT OF THIS AGREEMENT BY THE CITY...

C. EXCEPT AS PROVIDED IN SUBSECTION (B) ABOVE, NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, PLANNER OR LANDSCAPE ARCHITECT SHALL HAVE NO LIABILITY TO CLIENT FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.

D. CLIENT MAY NOT ASSERT ANY CLAIM AGAINST PLANNER OR LANDSCAPE ARCHITECT AFTER THE SHORTER OF (1) THREE (3) YEARS FROM SUBSTANTIAL COMPLETION OF SERVICES GIVING RISE TO THE CLAIM, OR (2) THE STATUTE OF LIMITATION PROVIDED BY LAW.

E. IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES TO THIS AGREEMENT THAT THE FIRST TEN DOLLARS (\$10.00) OF REMUNERATION PAID TO ENGINEER UNDER THIS AGREEMENT SHALL BE IN CONSIDERATION FOR INDEMNITY/INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT.

XX. WAIVER. Any failure by either Client or Planner or Landscape Architect to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and such Party may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

XXI. SIGNATORIES. Client and Planner or Landscape Architect mutually warrant and represent that the representation of each who is executing this Agreement on behalf of Client or Planner or Landscape Architect, respectively, has full authority to execute this Agreement and bind the entity so represented.

IN WITNESS WHEREOF, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the ____ day of _____, 20__.

HALFF ASSOCIATES, INC.

CLIENT: CITY OF LAGO VISTA, Texas

By: _____
Signature

By: _____
Signature

Printed Name

Title

Date

Printed Name

Title

Date

EXHIBIT 'A'

SCOPE OF SERVICES

Comprehensive Plan + Park Master Plan – City of Lago Vista, TX

The primary purpose of this planning effort is to prepare a comprehensive plan and park master plan for the City of Lago Vista. These plans will provide guidance for the physical development, redevelopment, and future direction of growth and governance within Lago Vista’s planning area. This planning process and the resulting policies will be critical to the City’s ability to promote and manage growth, protect, and enhance key areas of importance while accommodating future trends. This includes identifying what makes the City of Lago Vista unique, establishing the vision of how the city will continue to grow, and determining how the city achieves that vision through ongoing execution of the implementation action plan. Undertaking these two plans at the same time will result in more coordinated plan development and implementation efforts.

The plans listed below will each be a standalone document delivered in PDF format; however, the planning process utilized for development of these plans is combined, as shown in this scope of services.

1. **2024 Comprehensive Plan**
2. **2024 Park Master Plan**

ASSUMPTIONS

This scope of services has been prepared using the following assumptions as a basis for its preparation:

- The planning area will encompass the existing Lago Vista City Limits and the City’s statutory extraterritorial jurisdiction (ETJ)
- The City will appoint a contact person, “Project Administrator”, to work with Halff to act as an intermediary between City staff, City Council, the committees, outside consultants, and other City, county and state government staff persons as required. Halff will take direction from the City’s Project Administrator, Parks and Recreation Director, or City Manager only.
- Deliverables will be produced throughout the process to show progress. The deliverables will build upon each other to lead to the final deliverable.
- Halff will provide draft/interim deliverables as prepared for each phase of the project. These deliverables will be used for public outreach and input, to facilitate meetings and receive feedback, and to complete the project. All draft/interim deliverables will be provided to the City in an electronic format (e.g., Adobe PDF) for ease of file transfer, reproduction, and distribution.
- Halff deliverables include one consolidated round of revisions from the City. Halff will provide flexibility to address changes beyond the round of revisions, as needed. Major changes that shift the plan direction or require significant re-work will be an add-service.
- It is the responsibility of the City’s Project Administrator to coordinate, compile, and forward in a consolidated manner all review comments, feedback, and/or requested/suggested revisions to such draft/interim deliverables.

- Only minor revisions will be made following adoption of the plans to produce the final plan documents. Substantive revisions after adoption may require additional services depending on their nature and the current budget status.
- The City will provide information from all previous planning studies and master plans that may influence the outcome of this planning effort. This information will be provided in digital format when possible and available. If no digital information is available, the City will create a reproduction, wherever possible, that will not have to be returned at the conclusion of the project. This information may include, but not be limited to, existing land-use plans and GIS data; existing transportation and street master plans; existing water or sanitary sewer planning documents; economic and demographic studies; park, trail, and open space plans; or other pertinent planning or policy documents. Prompt compilation and delivery of these documents to Halff is an essential prerequisite for the initiation of work and timely forward progress on individual tasks and deliverables.
- The City will provide Halff with the most recently updated digital base map of the planning area with City limit and extraterritorial jurisdiction (ETJ) lines, school district lines, municipal utility district boundaries, roadway centerlines and rights-of-way (if available), water and sewer facilities; dry utilities; public facilities (including police, fire, hospital, library and other major public facilities); park and open space facilities; sidewalks and trails; rivers, lakes and floodplain information; and other GIS available that may be pertinent to this planning process. These files will be in the form of GIS shapefiles.
- Input and feedback derived from the public engagement process will be assessed and incorporated into the various plan elements rather than compiled as stand-alone documents.
- Additional printing or publication expenses will be charged in accordance with Exhibit B, *Basis of Compensation*. Expenses incurred by the consultant team, such as mileage, materials, food, etc., are integrated into the Base Plan cost in the scope of services.
- Any additional meetings beyond those shown in the scope of work will be considered an additional service and are not included in this scope of services.
- Tasks prepared as part of this planning effort may occur concurrently where appropriate, or in some cases may deviate from the sequence shown in this Scope of Services document.

PHASE ONE: PROJECT MANAGEMENT AND INITIATION

The following tasks are related to on-going project management and project initiation tasks needed to successfully set-up a good foundation for the planning process.

Task 1.1 | Project Management

- **Halff's PM Commitment** – Halff will manage the project to ensure that it proceeds according to the professional services agreement and this scope of services. This includes timely communication with the City, coordination and scheduling of meetings and deliverables, preparing invoices and progress reports, etc.
- **PM Coordination Calls** – The Halff Project Manager and City's Project Administrator will hold check-in calls twice per month at an agreed upon time. The purpose is general project coordination, review of action items, and ensure the project schedule is maintained.

Task 1.2 | Project Initiation

- **Project Kick-Off Meeting** – Halff will coordinate a project kick-off with City staff to discuss project logistics and communication expectations, establish key milestones, request needed information, refine the planning process and calendar, establish project goals, discuss advisory committee, and initiate the creation of the public engagement strategy.
- **Public Engagement Plan** – Halff will develop a Public Engagement Plan (PEP), in coordination with the City's Public Information Office, that outlines key milestones, dates, strategies, and input targets.

Task 1.3 | Pre-Planning and Background Information

- **Request for Information and Data Collection** – Halff will prepare a Request for Information (RFI) for the City to provide important background data, files, photos, plans, and other pertinent information to the project. The RFI will also include information from City staff documenting progress implementing prior plan actions to understand previous plan implementation progress and which plan goals and objectives remain community priorities.
- **Background Analysis** – Halff will review and prepare the following to set up a foundation for the planning projects:
 - Prepare associated base maps (GIS files)
 - Review and analyze previous studies, plans, and other documentation (from the City or regional efforts) that may influence, affect, or impact this planning effort and identify existing recommendations from other sources that may support this planning effort or its post-adoption implementation actions.
- **Driving Tour** - The City of Lago Vista will coordinate a windshield driving tour with city staff of key areas of the city as related to the comprehensive plan and the parks master plan. This windshield tour will allow the project team to analyze the existing built environment and character of the community that will assist in the future preparation of future land use districts and representative building, architectural, urban, and social space characteristics.
- **Departmental Questionnaires and Meetings** – Halff will prepare and distribute questionnaires to City departments to understand existing conditions and near- and long-term needs. These surveys will also help to create departmental buy-in to the project. As a follow-up to the surveys, Halff will meet with representatives from each of the departments in a one hour meeting. Specific departments will be determined as project kick-off, but could include:
 - City Administration
 - Development Services
 - Economic Development
 - Finance Management
 - Police Department
 - Public Works
 - Parks and Recreation
 - Library

PHASE TWO: COMMUNITY ENGAGEMENT

The following community engagement tasks are related to both the comprehensive plan and the parks master plan. Combining the engagement is of cost-savings to the City and leads to better engagement with the community. The entire engagement process will be led by the Public Engagement Plan, which is developed on Phase One of the project. This will be further outlined in the Public Engagement Plan.

Task 2.1 | City Council Interviews

- **Purpose** – Halff will conduct individual 1-hour virtual or in-person interviews with all City Council members and Mayor (seven total) during the beginning phase of the project. These interviews are viewed as an opportunity to identify specific concerns individual members of the city council has pertaining to development characteristics within the community and big ideas, they have for the future of Lago Vista.

Task 2.2 | Advisory Committee

- **Purpose** – The purpose of the advisory committee will be to guide the planning efforts and plan development. The committee will serve as a sounding board to Halff and City staff, while being representative of the community and their desires.
- **Committee Structure** – As this committee will serve as a guiding voice for the plan and future of Lago Vista, Halff suggests the members of the committee have a balance of demographics in terms of age, tenure in Lago Vista, race, gender, etc. to reflect an accurate representation of current and future community members. The suggested composition for the committee is 15 members and should include representatives from the following groups.
 - One (1) City Council member and/or one (1) P&Z member
 - Two (2) members from the Parks and Recreation Advisory Committee
 - Large property owners
 - Major employers
 - School district representative
 - Community groups and organizations
 - Real estate professionals
 - Developers and builders
 - General residents and others with an invested interest in Lago Vista's city-wide growth and development
- **Meetings** – The committee will meet up to four (4) times, as follows, with specific dates and times determined with the PEP. Meeting topics may follow the outline below or change as needed.
 - *Meeting #1 – Visioning and Kick-Off*
 - *Meeting #2 – Preliminary Recommendations*
 - *Meeting #3 – Draft Plan Review*
 - *Meeting #4 – Revised Draft Review*

Task 2.3 | Stakeholders

- **Listening Sessions** – Halff will conduct up to five (5) listening sessions with pre-identified stakeholders (1 hour sessions) through the first half of the project to learn more about issues and opportunities. The City will determine the final participants in the PEP. It is preferred that the meetings are small (8 to 10 people per session), in-person groups, but can be conducted virtually if needed. Recommended stakeholders are as follows, but the representatives should differ from the committee members:
 - Large property owners
 - Major employers and Chamber of Commerce representatives
 - School district representative
 - Golf Course Advisory Committee representatives
 - Airport Advisory Board representatives
 - Community groups and organizations
 - Real estate professionals
 - Developers and builders
 - General residents and others with an invested interest in city-wide growth and development

Task 2.4 | Online and Digital Engagement

- **Educational Social Media Campaign** – Halff will prepare up to three (3) social media posts with the purpose of educating the public about planning, why it is important to them, and how they can get involved. The intent is that these would be released weekly by the City in the weeks leading up to the public open house kick-off. The exact format of these posts will be determined in the PEP. The media will be formatted in a manner that it can be reused for sharing beyond a digital format (newspaper, utility bill, mailers, etc.)
- **Online Surveys** – Halff will create and administer up to two (2) online surveys created using SurveyMonkey. The City will lead the promotion of the surveys through email blasts, mailers, social media. The exact promotion plan will be agreed upon in the PEP. Surveys can be printed and should be made available to the public at places like City Hall and the library. If needed, the City can mail the paper surveys to target audiences.

Task 2.5 | Public Open Houses

- Halff will conduct a community kick-off event introducing the community to the planning process and utilize creative engagement activities to extract the “big ideas” the residents of Lago Vista seek for their future growth and development. The event will be grounded in an educational format to introduce planning to the community and educate them throughout the activities.
- Halff will hold two (2) open houses during the beginning of the project. The exact dates and format will be determined in the PEP. Halff will prepare the necessary materials and activities, while City staff will assist with securing a location, advertising, and staffing the open houses.

PHASE THREE: COMPREHENSIVE PLAN ELEMENTS

Although all City priorities will be covered in the plan document, various plan elements may be combined into consolidated chapters for ease of use. Final chapter titles and arrangements may vary based on public input and desired strategic directions. The proposed plan element framework will include:

Task 3.1 | Existing Conditions

- **Previous Planning Efforts** - Halff will review previous planning efforts, including the existing comprehensive plan to analyze key community trends and gain an understanding work that was completed in the past. A review of action items from previous planning efforts will also be conducted.
- **“State of the City” Report** – Halff will prepare a “State of the City” report as a summary of existing conditions. The report will include:
 - City-wide key issues, threats, and opportunities; growth, land use, and development; natural infrastructure; transportation infrastructure; utility infrastructure; and civic infrastructure.
 - Update to pertinent baseline demographic and socioeconomic data from the U.S. Census Bureau and other sources as may be applicable.

Task 3.2 | Vision and Goals

- Halff will collect information from City staff documenting progress implementing the prior plan actions to understand previous plan implementation progress and which plan goals and objectives remain community priorities.
- Halff will confirm and update the community vision and facilitate a set of overarching plan goals based on community engagement and the existing conditions analysis.

Task 3.3 | Future Land Use

- Halff will update the future land use map and associated descriptions and create new land use recommendations. The updates will utilize the character framework to provide more guidance for specific areas of the community. The recommendations will align with community input, recent development trends, and industry trends.

Task 3.4 | Economic Development Analysis and Growth Analysis

- **Growth Analysis** - From population data provided by the City of Lago Vista and based on the Census data or other project census information, Halff will analyze current population trends, past growth patterns, and future growth forecasts.
- **Economic Development Analysis** - Halff will utilize the available economic data to guide the development of the comprehensive plan, including:
 - Market and housing trends
 - Strategic target areas for economic opportunity

Task 3.5 | Transportation

Halff will provide transportation recommendations that incorporate previous and on-going planning efforts, including:

- Policy guidance
- Adjustments to thoroughfare plan to facilitate the new future land use map's relationship with the future street plan

Task 3.6 | Implementation

- Halff will prepare a work program of recommended implementation actions that categorizes actions by implementation types and responsible entities. Action types may include operational changes, capital investments, operational investments, regulations, future studies, etc. Both short-term and long-range actions will be considered.
- Using the recommendations from each plan element, Halff will draft an implementation action plan that details near-, mid-, and long-term prioritization; type of action; and person, group, or entity responsible for implementation.

PHASE FOUR: PARK MASTER PLAN ELEMENTS

Although all City priorities will be covered in the plan document, various plan elements may be combined into consolidated chapters for ease of use. Final chapter titles and arrangements may vary based on public input and desired strategic directions. The proposed plan element framework will include:

Task 4.1 | Existing Conditions

- **Site Conditions and Connectivity Assessment** – Using base mapping and an on-site analysis of conditions and connectivity, develop an understanding of the opportunities and constraints of such things as, but not limited to, infrastructure, pedestrian and vehicular connectivity, natural and cultural resources, and land uses.
- **Update Park Maps** – Update park inventory data, to be provided by City Staff. This will include the number and type of facilities in each park. From this data, Halff will map the general geographic location of all park facilities in Lago Vista. Facilities to be shown include:
 - Existing parks, recreation facilities, and open spaces

- Existing recreation/civic facilities
 - Private or quasi-private recreation facilities (as identified by Staff)
 - City owned properties, including undeveloped properties
- **Park Condition Assessment** - Halff will prepare an assessment of existing park conditions for all publicly accessible parks, public grounds, and open spaces maintained by the City. The park conditions assessment relies on a visual survey to evaluate the general condition of park buildings, structures, facilities, and surfacing. Conditions assessments consider apparent signs of facility deterioration, and perceptions of functional obsolescence. Numerical rankings are applied to each facility and composite scores are applied to each park property to determine where facility replacement, rehabilitation, or reconstruction is most warranted. Additional on-site time by Halff staff members is required to undertake the park-by-park condition assessment. ***(Note: The park conditions assessment does not include structural, mechanical, electrical, HVAC or plumbing inspections of park department administrative buildings, community centers, recreation centers, aquatics facilities, or similar.)***

Task 4.2 | Level of Service and Park Needs

- **Level of Service** – Halff will evaluate needed updates to level of service for parks
 - *Calculate current level of service (CLOS)* – Review the previously adopted Master Plan to identify existing standards and to determine if recommend adjustments or new standards are appropriate to identify the CLOS.
 - *Refine target levels of service (TLOS)* – Refine TLOS for park land, amenities, and facilities to meet the needs of current and future populations. Use NRPA standards or similar area standards as starting points for comparison only.
 - *Compare recommended to actual* – Compare recommended spatial facilities to actual number of facilities and develop tables that illustrate deficiencies in each category.
- **Parks Needs Assessment** - Halff will prepare a written summary of needs, to include areas of significant deficiencies, in terms of land area and specific types of facilities. Halff will compare recommended standards to actual conditions to determine deficiencies. Halff will update maps as appropriate that demonstrate key needs.

Task 4.3 | Park Recommendations and Strategies

Based on the current and anticipated growth in the City, Halff shall consider and provide recommendations to address the specific needs and goals identified during this phase of the Parks, Recreation, and Open Space Master Plan. Recommendations may be either citywide or targeted to specific sectors of the City. These recommendations and strategies will generally be categorized as follows:

- Park & Facility Development
- Recreational Programming Opportunities
- Trail Opportunities
- Park Improvements
- Policy Recommendations

PHASE FIVE: DRAFT PLANS

The following are recommended structures for the planning documents. These structures will be further developed by Halff and agreed upon with City staff before the development of the document begins.

Task 5.1 | Comprehensive Plan

For this plan, it is recommended that the existing independent element-based plan format be transitioned to a more contemporary existing city/future city format. This means that all the existing conditions and analysis for all elements will be grouped together, and all the goals, objectives, and actions will be grouped together. The benefit of this is that it allows the more commonly used resources (e.g., the actions) to be consolidated into a single, more usable resource.

Task 5.2 | Park Master Plan

For this plan, the following structure is recommended. Additionally, the parks master plan will be developed according to Texas Parks and Wildlife (TPWD) guidelines and will be submitted to TPWD following plan adoption.

- Introduction and Existing Conditions
- Community Vision (engagement, vision, goals and objectives)
- Inventory & Needs Assessment (inventory, standards, and needs)
- Plan Recommendations
- Implementation (priorities and phasing)
- Appendices, as needed

PHASE SIX: COMPREHENSIVE PLAN HOW-TO-GUIDE (FOR THE DEVELOPMENT COMMUNITY)

The following is a summary of the process to create a How-to-Guide for the development community or Development Guide. This process will be further developed by Halff and agreed upon with City staff before the development of the document begins.

Task 6.1 | Development Guide

A new comprehensive plan often takes some adjustment for the development community to understand the new plan and effects on development process and approvals. The Comprehensive Plan How-to Guide is an easy-to-digest summary of the City's growth and character vision and strategic direction written specifically for those interested in developing in Del City. The intent of this document is to help provide clarity to interested parties regarding desired growth patterns, to be used to assist staff and elected officials in the development process and future land-use decisions.

This document would range between 10 to 15 pages and include a summary of the growth and character vision and strategic direction from the comprehensive plan and a brief summary of essential information for those interested in development in Lago Vista. The following tasks are included for the creation of this guide and would be added to the scope.

- Initiation Call with staff to review scope, schedule, goals and deliverables. Direction on look on feel, length and communication style of information.

- Request all information from staff regarding current processes, scheduling, review timeframes, approval authorities, fees, existing checklists, etc.
- Review outline and style guide template with staff virtually (send ahead of time) to finalize the layout and order of information.
- Prepare How-to-Guide first draft for staff review and walk-through on a virtual call.
- Address staff comments and questions through revisions to first draft
- Prepare final draft to deliver to city staff.

PHASE SEVEN: ADOPTION OF PLANS

The following is a summary of the process to review and adopt the plans. Halff will prepare all documents and presentations needed to present before elected and appointed officials. It is anticipated that staff will lead these presentations. Halff anticipates being present at the review workshops.

Task 7.1 | Final Document Review

- The information compiled in each of the tasks above will be combined into a high-quality printed report, suitable for review and approval by the City Staff, City Council and citizens of Lago Vista.
 - Preparation of Report and Submittal of Parks Master Plan Draft to Planning and/or Parks Department for Review;
 - Preparation of Report and Submittal of Comprehensive Plan Draft to Planning and Zoning Commission for Review;
 - One (1) briefing presentation / hearing to include both plans to the City Council;
 - Revisions based on comments received and preparation of a final adoption version; and
 - Approval of the plans by the City Council will be led by staff.

Task 7.2 | Final Adopted Plan Package

- Final deliverables package
 - All Adobe InDesign, Adobe PDF, JPG, and ArcGIS files related to the final, adopted plans

End of Attachment 'A' – Scope of Services

EXHIBIT 'B'

BASIS OF COMPENSATION

Comprehensive Plan + Park Master Plan – City of Lago Vista, TX

Base Scope of Work – Halff Associates will provide labor and personnel to perform the base services outlined in Exhibit 'A' on a lump sum basis. Fees for services will be billed monthly, based on the percentage of work completed.

- **Project Initiation and Management** = \$20,000
- **Community Engagement** = \$40,000
- **Comprehensive Plan Development** = \$75,000
- **Park Master Plan Development** = \$60,000
- **Development Guide** = \$20,00
- **Adoption and Final Deliverables** = \$20,000
- **Direct Costs** = \$5,000

BASE FEE = \$235,000*

** As a standalone effort the park master plan would be \$90,000. Combining the park master plan effort with the comprehensive plan effort created a savings of \$30,000.*

ADDITIONAL OR CONTINUING SERVICES

During the course or at the conclusion of the project, the City may deem it necessary to schedule more meetings, request further research, or otherwise engage Halff in additional work efforts or subsequent phases not anticipated at project initiation or as set out in Exhibit A, *Scope of Services*. Any such additional services shall be specifically authorized by the City Council, as appropriate, and documented through a written amendment to Exhibit A, *Scope of Services*, or set out as follow up additional phase services. This will include a corresponding modification to the maximum not-to-exceed amount set out in Exhibit B, *Basis of Compensation*, and, if necessary, the time of performance as set out in Exhibit C, *Anticipated Schedule for Completion*.

Halff also offers several potential additional scopes of work which may be considered concurrent or following the comprehensive planning process. These are included in the following pages.

ADDITIONAL MEETINGS

Each additional meeting or visit beyond those described in the scope will require additional fees to accommodate the request. These will be charged on an hourly rate schedule. Required expenses to facilitate such meetings will be invoiced according to the contract for services.

CONCEPTUAL PLANS OE ILLUSTRATIVE RENDERINGS

Conceptual plans or illustrative renderings demonstrate how areas of the community could be developed. This can include parks, small areas, corridors, downtown, trails, etc. These conceptual plans



can be used to generate excitement in the community and as a tool for encouraging private development. They can be illustrative in a way that shows intent without detail or regulatory impact. The cost for these renderings varies depending on the size and scale of what is to be rendered. For a site that is already being examined in the plan, such as a concept for an existing city park, adding a single custom illustrative rendering would cost approximately \$5,000. For a site which is not being examined by the existing plan or would need additional analysis, such as adding a corridor study or small area focus, the analysis and creation of custom renderings would cost upwards of \$20,000 depending on size and complexity of the site.

PRINTING EXPENSES

Printing expenses of additional plan copies are not included in base fee in this scope of services.

End of Attachment 'B' – Basis of Compensation



EXHIBIT 'C'
ANTICIPATED SCHEDULE FOR COMPLETION

Comprehensive Plan + Park Master Plan – City of Lago Vista, TX

Halff expects to perform the base services outlined in Exhibit 'A' within 16 calendar months from the date of the notice to proceed, pending further discussion with staff regarding appropriate timing and pace. Following staff confirmation of schedule during the Project Initiation Phase, schedule adjustments to meet specific City needs can be developed in conjunction with City staff if deemed necessary. As each effort is initiated, a more detail schedule will be developed.

End of Attachment 'C' – Anticipated Schedule for Completion



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 6, 2023

SUBMITTED BY: Roy Jambor, Development Services

SUBJECT: Discussion, consideration, and possible action on Ordinance 23-07-06-02, an ordinance of the City Council of the City of Lago Vista adopting the existing Public Improvement District (PID) policy approved by the Lago Vista City Council on May 5, 2022, and amending the applicable portions of the fee schedule for consistency with that policy.

BACKGROUND: On May 5, 2022, the Lago Vista City Council adopted a PID policy with the intent of having it apply to all applications for this type of proposed financial assistance after June 1, 2022. It was signed by the mayor and the signature attested by the City Secretary on May 17, 2022. A signed copy of that policy is included in the packet for this agenda item.

However, that policy failed to account for the fact that there was already an application fee and a minimum initial escrow account deposit required for all forms of “special district” financing assistance requests, including the request to establish a Public Improvement District (PID). In addition, while Article 5.000 of Appendix A is likely the most appropriate location for this type of provision, it is also easy to understand how they might be overlooked without a thorough knowledge of the development-related fee schedule.

When this oversight was detected, the current City Attorney advised that the policy should be adopted by ordinance and that any related amendments to the existing fees need to also comply with the statutory requirements. That includes an amendment to the fee schedule in the Lago Vista Code of Ordinances as well as the publication requirements mandated by the *Texas Local Government Code*. As a result, the proposed ordinance includes the applicable content of the previously adopted policy as **Exhibit “A”** while **Exhibit “B”** incorporates the previously proposed fee schedule amendments, applied uniformly to all similar forms of special district financial assistance requests. For the convenience of the Council, a “redline version” of the fee schedule

amendments is included in the packet that more clearly identifies all the proposed changes to Article 5.000 of Appendix A.

FINDINGS:

To adopt the proposed ordinance, the Lago Vista City Council should find that the increased fees and cost recovery provisions within the existing PID policy are warranted and reflect the costs incurred by the City in connection with the processing of the relevant applications and implementing the changes brought by those applications. Council should also find that the same fee structure may be used as the basis for all similar special district financing tools that might be proposed to support development, such as a Municipal Utility District (MUD) or a Tax Increment Redevelopment Zone (TIRZ).

FINANCIAL IMPACT:

Except for the cost associated with a City Attorney performing services under a contractual agreement, the direct “out of pocket” expense associated with any proposed special district financing assistance is recoverable from the escrow account required by the current ordinance fee schedule. However, the relatively nominal application fee that has not apparently been increased in quite some time seems inadequate to cover the time commitment required of the remaining staff members, including the City Manager, Finance Director, Public Works Director, and the Development Services Department Director. This proposed amendment to the fee schedule will help minimize the potential public subsidy of this type of financial assistance. However, it should also be noted that while the existing ordinance provides for the reimbursement of third-party expenses at a rate of 115 percent, the recently adopted PID policy does not include that provision. Presumably this change in approach is warranted by the non-refundable application fee increase.

RECOMMENDATION:

Pending the adoption of this policy by ordinance and a corresponding amendment to the fee schedule currently included in Appendix A of the Lago Vista Code of Ordinances, the staff is precluded from collecting the increased fees contemplated by that policy. As a result, the staff recommends adoption of this ordinance to allow the collection of the intended fees.

ATTACHMENTS:

[Ordinance 23-07-06-02 \(Adopt PID Policy and Amend Fee Scheulde\)](#)

ORDINANCE NO. 23-07-06-02

AN ORDINANCE OF THE CITY COUNCIL OF LAGO VISTA, TEXAS, ADOPTING THE EXISTING PUBLIC IMPROVEMENT DISTRICT POLICY APPROVED BY THE LAGO VISTA CITY COUNCIL ON MAY 5, 2022, AND AMENDING THE APPLICABLE PORTIONS OF THE FEE SCHEDULE FOR CONSISTENCY.

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 adopted a Public Improvement District (PID) policy on May 5, 2022, with an effective date of June 1, 2022; and

WHEREAS, that policy includes certain fees and cost recovery provisions that are inconsistent with the provisions within Article 5.000 of Appendix A of the Lago Vista Code of Ordinances, the Fee Schedule; and

WHEREAS, fee changes require adoption by ordinance and notice in accordance with the *Texas Local Government Code*; and

WHEREAS, the City Council desires to adopt the previously approved PID Policy by ordinance and to amend Article 5.000 of Appendix A of the Lago Vista Code of Ordinances for consistency with the provisions of that PID Policy and to apply those same fees to other similar special district financing tools that might be proposed to support development, such as a Municipal Utility District (MUD) or a Tax Increment Redevelopment Zone (TIRZ); and

WHEREAS, the City Council wishes to adopt the previously approved PID policy as shown in **Exhibit “A;”** and

WHEREAS, the City Council also wishes to amend Article 5.000 of Appendix A of the Lago Vista Code of Ordinances as shown in **Exhibit “B.”**

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 the paragraph on page 33 within Chapter 3 of the 2030 Lago Vista Comprehensive Plan specifically titled “Residential Land Use Types Defined” 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. 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 July 2023.

Ed Tidwell, 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”



Public Improvement District Policy Manual

A Public Improvement District (“PID”) in accordance with Texas Local Government Code Chapter 372, provides the City of Lago Vista (“the City”) an economic development tool for financing the costs of public improvements that benefit a definable part of the City or its extraterritorial jurisdiction (“ETJ”). PIDs allow the costs of public improvements to be borne by those who receive special benefits from the improvements.

The purpose of this PID policy is to outline the policies and procedures the City will use to consider whether creation of a PID, the levy of PID assessments, and issuance of PID bonds is in the best interest of the City. Any aspect not specifically addressed by this policy will be considered on an individual project basis.

The City may, on a case-by-case project basis, waive a requirement of this policy if it does not conflict with Texas or federal law. Any requirements waived shall be noted in the resolution approving the PID petition, or other relevant document, and must include a finding that the waiver is in the best interest of the City.

Except for the approval and issuance of special assessment revenue bonds or the approval of a reimbursement agreement, the City will not bear financial responsibility for PID improvements undertaken by a PID owner/developer.

General Requirements

The City will consider a petition for formation of a PID only within the City’s corporate limits or within its ETJ provided that the ETJ property owners voluntarily agree to annexation of such property into the City’s corporate limits.

Property located within the boundaries of a proposed PID that is owned by the City or intended to be conveyed or dedicated to the City shall not be subject to any PID assessment.

For a proposed PID, the initial bond issue shall not be less than \$3 million.

Petition Requirements

Each PID petition or application shall include:

1. Signatures from property owners of more than 50% of property within the proposed PID collected within the six-month period prior to the submission of the petition.

2. Payment of a non-refundable application fee of \$15,000 at the time a petition is filed.
3. A current certified tax roll of all property within the proposed PID.
4. A map acceptable to City staff and a metes and bounds description of the property included in the proposed PID.
5. A description clearly identifying the benefits of the proposed PID to the affected property owners and to the City as a whole.
6. Evidence of insurance.
7. A description of the developer's previous experience developing projects of similar scale and type.
8. The proposed "not to exceed" maximum tax rate equivalent.
9. A sunset clause, and a pre-executed petition to dissolve the PID by the landowner in case the SAP is not approved, and assessments levied for either reimbursement or bond issuance within three years of the date of the Development Agreement.

Additional Documentation

An independently prepared market analysis or feasibility study will be required prior to the public hearing. The market analysis or feasibility study will assess the reasonableness of the public improvements and overall development plan considering market conditions. The City will order the study, and the costs of the will be paid by the PID petitioner.

Reimbursement for Costs and Expenses

If the City determines it is in its best interest to establish a proposed PID and accepts a PID Petition, the City will require the developer to execute a Reimbursement Agreement. The Reimbursement Agreement will require the developer to initially deposit funds in the amount of \$50,000 to pay for (a) the City's costs for staff including the City Attorney, City Engineer, and City Planning staff, and (b) professional fees and expenses of third-party consultants and advisors including, but not limited to, Bond Counsel, Financial Advisor, PID Administrator, Trustee, Underwriter, Appraiser, and Market Study Analysts.

An additional \$25,000 deposit will be required to be deposited by the developer when the deposit balance reaches \$10,000. The unused balance will be returned to the developer after the bond closing. The developer may recover deposit funds used for City costs and professional fees and expenses at bond closing.

Preferential Factors

Subject to the requirements of Chapter 372 of the Texas Local Government Code, inclusion of one or more of the following preferential factors in a PID petition will increase the likelihood of approval by the City:

1. **Enhance Master Plan, Thoroughfare Plan and Water and Wastewater plans.** The project includes improvements that enhance the City's Master Plan, including the City's Thoroughfare Plan and water and wastewater plans. Improvements must exceed current subdivision regulations. Projects that least impact City infrastructure or provide enhanced benefits to improve the public roadway network and water and wastewater infrastructure in the City.
2. **Advance Parks and Trail Plans and Preserve Open Space.** Preference will be given to projects that advance the City's trail and park plans and increase pedestrian and trail connectivity. This includes projects that provide for increased recreation, lake access and open space opportunities for public use. Preference will be given to projects that protect and preserve natural amenities and environmental assets such as the rivers, lakes, trees, creeks, ponds, floodplains, slopes, hills, viewsapes, aquifer recharge and/or contributing zones, and wildlife habitats.
3. **Exceed Development Requirements.** Preference will be given to projects that exceed City development requirements, including enhanced architectural standards, enhanced landscaping, low impact development (LID) features, greater impervious cover limitations, parking lot shading, floorplan variety, and which provide for a superior design of lots or buildings including green building ratings systems for energy efficiency. High quality projects that exceed the City's subdivision requirements for overall design, building standards and amenities with enhanced landscaping and appealing architecture throughout will be given preference.
4. **Meet Community Needs.** Preference will be given to projects that meet community needs such as enhanced drainage improvements, including land and infrastructure for re-irrigation of treated wastewater.
5. **Economic Development.** Preference will be given to projects that generate economic development benefits to the City beyond what a normal development would provide and satisfy the goals of the City's Economic Development Strategic Plan.
6. **Redevelopment and Historic Preservation.** Preference will be given to projects that create opportunities to redevelop older or underutilized areas of the City, e.g., entryways, gateways, landscaping, xeriscaping, street trees, fountains, specialty lighting, art, decorative and landscaped streets and sidewalks, bike lanes, multi-use trails, signage, terminating vistas, decorative pedestrian lighting, pedestrian safety elements, ADA accessibility, underground utilities, etc. Projects that protect and preserve existing historical buildings, structures, features, or places and preserve the rural and community amenities or features that further the look and feel of the hill country, or which establish a unified architectural or design theme throughout the development that complements the community's character and heritage.
7. **Access to Developer Finances.** Projects providing the City with access to records thereby enabling the City to confirm the developer's ability and financial capacity to deliver the project as proposed.

Development Standards

1. **Pre-Approved Off-Site Improvements.** Any improvements that are offsite or are part of the City's Master Plans must have obtained approval from the City Engineer prior to being included in the PID.
2. **Phasing.** Projects that will be developed in phases must have a phasing schedule for infrastructure and utility needs.

Requirements for Development Agreement

A Development Agreement shall be in place before the PID is created. The Development Agreement shall include, but not be limited to, the following provisions, as the same may be applicable to the type of PID proposed:

1. A development plan that outlines, at a minimum, land use and thoroughfare connections and is consistent with the City's Master Plans, as amended.
2. The proposed PID will substantially contribute to funding the expansion of arterial streets, major collector roadways, and trunk line utility infrastructure, as applicable when necessary to address the projected demand for services and impacts of the development.
3. The proposed PID will be located within the City's existing Water and Wastewater Certificates of Convenience and Necessity (CCNs) or expanded CCNs facilitated by the developer if, in the City's discretion, such expansion is feasible.
4. Plans for the proposed PID shall be prepared and reviewed by the City in compliance with the City's development regulations as relates to land use, infrastructure design, permitting, and inspections and applicants shall seek City development approvals prior to the commencement of any construction.

Collection of Assessments

Prior to the levy of assessments, the City use its best efforts to enter into an agreement with Travis County to include the annual PID installments on the Travis County Tax Bill of each property owner within the PID.

Disclosure to Homeowners

To satisfy disclosure to homeowners, the City will require the developer to comply with the following:

1. Signage at major entryways and exits indicating the existence of the PID.
2. Signage and information flyers (which will be updated at least annually to reflect any changes in such information) in any sales centers within the PID that include:

- a) Frequently Asked Questions
 - b) Total Assessment
 - c) Average Annual Installment
 - d) Equivalent Tax Rate
3. Homebuyer disclosure documents in accordance with Section 5.014 of the Texas Property Code, as may be amended, to be signed both at contract signing and at closing with such agreements maintained on file by each homebuilder and available for inspection by the City.
 4. Developer contracts with homebuilders must require the homebuilder to disclose the PID on any MLS listing.

City Advisors and Consultants

The City will independently select a Bond Counsel, Financial Advisor, PID Administrator, Trustee, Market Study Analyst and Underwriter. With input by the developer, the City will select an Appraiser. The City's PID Administrator, in conjunction with the developer's PID Consultant, will draft the Service and Assessment Plan and prepare all annual updates.

Maximum Assessment

As a result of the initial bond issue for a new PID, the annual PID assessment shall be the lesser of (1) \$0.50 per \$100 of assessed value, or (2) the rate per \$100 of assessed value such that the combined PID assessment rate and the City's aggregate overlapping property tax rate (City, County, School District, Emergency Services District and any other special taxing district) do not exceed \$3.00 per \$100 of assessed value. A true-up calculation will be performed prior to each bond issuance and upon filing of a final plat to ensure that the maximum assessment is not exceeded, which may result in a reduction in the size of any proposed issuance of PID bonds.

Assessment Term/Bond Term

The maximum term for a PID and related PID assessment is 30 years, and the assessment term must equal the bond term.

PID Bonds; Financial Limitations and Performance Standards

The following minimum performance standards shall apply to PID bonds. Preference will be given to proposed PIDs that exceed these minimum performance standards:

1. For the initial PID bond issue, a minimum appraised value to lien ratio of 3:1 for the proposed PID project,
2. All improvements to be funded with PID bonds must be fully engineered and competitively bid. A competitive bidding process with at least three bids will be required.
3. Developer is required to demonstrate committed capital in the form of cash deposit, proof of bank financing and/or equity capital, or letter of credit to the City with an amount confirmed by an engineer's opinion of probable cost, which represents the difference between budgeted cost to complete the public improvements assumed to be complete in the appraisal and the net proceeds of the PID bonds. The form of committed capital (cash deposit, letter of credit or bank/equity commitment) will be determined by the City on a case-by-case basis with input from its Bond Counsel and Financial Advisor.
4. All PID bonds issued by the City shall be approved by the Texas Attorney General and registered by the Comptroller of Public Accounts of the State of Texas.
5. The developer shall be current on all taxes, assessments, fees, and obligations to the City including without limitation payment of assessments.
6. The developer shall not be in default under any existing PID financing agreement or, with respect to the property within the PID, any other agreement to which developer and the City are parties.
7. No outstanding PID bonds are in default and no reserve funds established for outstanding PID Bonds have been drawn upon that have not been replenished.
8. No information regarding the City, including without limitation financial information, shall be included in any offering document relating to PID Bonds without the consent of the City.

Qualified Tax-Exempt Obligations

In any calendar year in which PID bonds are issued, the developer (the "Developer") agrees to pay to the City its additional interest expense ("Additional Interest Expense"), as calculated by the City's financial advisor ("Financial Advisor"), that the City may incur in the issuance of its own public securities or obligations on its own taxing power or municipal revenues (the "City Obligations"), as described in this section, if the City Obligations are deemed not to qualify for the designation of qualified tax-exempt obligations ("QTEO"), as defined in section 265(b)(3) of the Internal Revenue Code, as amended, as a result of the issuance of PID bonds by the City in any given year.

Issuance of PID bonds prior to City Obligations. In the event the City issues PID bonds prior to the issuance of City Obligations, the City, with assistance from its Financial Advisor, shall estimate the Additional Interest Expense based on the market conditions as they exist approximately thirty (30) days prior to the date of the pricing of the PID Bonds. Such Additional Interest Expense is an estimate of the increased cost to the City of issuing its City Obligations as non-QTEO instead of

as QTEO. Promptly following the determination of such estimate, the City shall provide a written invoice to the Developer in an amount less than or equal to the estimated Additional Interest Expense. The Developer, in turn, shall remunerate to the City the amount shown on said invoice on or before the earlier of: (i) fifteen (15) business days after the date of said invoice, or (ii) five business days prior to pricing the PID Bonds. The City shall not be required to price or sell any series of PID bonds until the Developer has paid the invoice of estimated Additional Interest Expense related to the PID bonds proposed to be issued.

Upon the City's approval of the City Obligations, the Financial Advisor shall calculate the actual Additional Interest Expense to the City of issuing its City Obligations as non-QTEO. The City will, within five business days of the issuance of the City Obligations, provide written notice to the Developer of the amount of the actual Additional Interest Expense. In the event the actual Additional Interest Expense is less than the estimated Additional Interest Expense, the City will refund to the Developer the difference between the estimated and actual Additional Interest Expense within fifteen (15) business days of the date of the City's notice to the Developer required under this paragraph. If the actual Additional Interest Expense is more than the estimated Additional Interest Expense, the Developer will pay to the City the difference between the actual and estimated Additional Interest Expense within fifteen (15) business days of the date of the City's notice required under this paragraph. If the Developer does not pay the City such difference within fifteen (15) business days of the date of the City's notice required under this paragraph, the Developer shall not be paid any reimbursement amounts under any PID reimbursement agreement related to the development until such payment of excess Additional Interest Expense is made in full.

Issuance of City Obligations prior to PID Bonds. In the event the City issues City Obligations prior to the issuance of PID Bonds, the City, with assistance from its Financial Advisor, shall calculate the estimated Additional Interest Expense based on the market conditions as they exist 20 days prior to the date of the pricing of the City Obligations. Promptly following the determination of such estimated Additional Interest Expense, the City shall provide a written invoice to the Developer: (1) in an amount less than or equal to the Additional Interest Expense as calculated by the Financial Advisor, and (2) that includes the pricing date for such City Obligations. The Developer, in turn, shall remunerate to the City the amount shown on said invoice at least 15 days prior to the pricing date indicated on the invoice. If the Developer fails to pay the Additional Interest Expense as required under this paragraph, the City, at its option, may elect to designate the City Obligations as QTEO, and the City shall not be required to issue any PID Bonds in such calendar year.

Upon the City's approval of the City Obligations, the Financial Advisor shall calculate the Additional Interest Expense to the City of issuing non-QTEO City Obligations. The City will, within five business days of the issuance of the City Obligations, provide written notice to the Developer of the Additional Interest Expense. In the event the Additional Interest Expense are less than the estimated Additional Interest Expense, the City will refund to the Developer the difference between the actual Additional Interest Expense and the estimated Additional Interest Expense within fifteen (15) business days of the date of the City's notice to the Developer. If the actual Additional Interest Expense are more than the estimated Additional Interest Expense, the

Developer will pay to the City the difference between the actual and estimated Additional Interest Expense within fifteen (15) business days of the date of the City's notice. If the Developer does not pay to the City such difference as required under this paragraph, then the Developer shall not be paid any reimbursement amounts under any PID reimbursement agreement related to the development until such payment of excess Additional Interest Expense is made in full.

Dissolution Agreement

A dissolution agreement must be entered into at the time the City considers creation of the PID authorizing dissolution of the PID if assessments are not levied within three years after the creation of the PID.

Applicability

This PID Policy shall apply to PID applications filed after the effective date of this ordinance.

EXHIBIT “B”

APPENDIX A

FEE SCHEDULE

ARTICLE 5.000 SUBDIVISION AND DEVELOPMENT FEES

- g) Subdivision construction plans:
- (1) Review fee: \$2,000.00 + professional cost + 15% (\$5,000 initial escrow account deposit required).
 - (2) Inspection and Testing: 0.5% of approved and certified engineer's estimate + professional cost + 15% (initial escrow account deposit of 1% of the approved and certified engineer's estimate required).
- h) Special district financing agreements (including a PID, MUD, TIRZ, etc.):
- (1) Application: \$15,000.00 fee (not refundable), plus \$50,000.00 initial deposit for the actual cost of City staff, including the City Attorney, City Engineer and City Planning staff, and professional fees and expenses of third-party consultants and advisors including, but not limited to, bond counsel, financial advisors, agreement administrators, trustees, underwriters, appraisers, and market study analysts.
 - (2) An additional \$25,000 deposit will be required to be deposited by the developer when the deposit balance reaches \$10,000. The unused balance will be returned to the developer when at the sole discretion of the City Manager and City Attorney have confirmed that additional expenses are no longer anticipated.
- i) Site Development Plan Review: (Includes up to 3 reviews) According to Property Size:
- (1) Up to 1 acre: \$1000.00 plus professional costs, plus 15%.
 - (2) Greater than 1 acre and less than 5 acres: \$2,000.00 plus professional costs, plus 15%.
 - (3) 5 or more Acres but less than 15 acres: \$3,000.00 plus professional costs, plus 15%.
 - (4) 15 acres or more: \$6,000.00 plus professional costs, plus 15%.

EXHIBIT “B”

APPENDIX A FEE SCHEDULE

ARTICLE 5.000 SUBDIVISION AND DEVELOPMENT FEES

g) Subdivision construction plans:

- (1) Review fee: \$2,000.00 + professional cost + 15% (\$5,000 initial escrow account deposit required).
- (2) Inspection and Testing: 0.5% of approved and certified engineer's estimate + professional cost + 15% (initial escrow account deposit of 1% of the approved and certified engineer's estimate required).

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- (1) Application: \$15,000.00 fee (not refundable), plus \$50,000.00 initial deposit for the actual cost of City staff, including the City Attorney, City Engineer and City Planning staff, and professional ~~services~~ fees and expenses of third-party consultants and advisors including, but not limited to, bond counsel, financial advisors, agreement administrators, trustees, underwriters, appraisers, and market study analysts. Total fees shall be \$5,000.00 plus the actual cost of professional services plus 15%.
- (2) ~~Amendment of approval: Application: \$2,500.00 fee (not refundable), plus \$2,500.00 deposit for professional services. Total fees shall be \$2,500.00 plus the actual cost of professional services plus 15%. An additional \$25,000 deposit will be required to be deposited by the developer when the deposit balance reaches \$10,000. The unused balance will be returned to the developer when at the sole discretion of the City Manager and City Attorney have confirmed that additional expenses are no longer anticipated.~~

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- (3) 5 or more Acres but less than 15 acres: \$3,000.00 plus professional costs, plus 15%.
- (4) 15 acres or more: \$6,000.00 plus professional costs, plus 15%.



Public Improvement District Policy Manual

A Public Improvement District (“PID”) in accordance with Texas Local Government Code Chapter 372, provides the City of Lago Vista (“the City”) an economic development tool for financing the costs of public improvements that benefit a definable part of the City or its extraterritorial jurisdiction (“ETJ”). PIDs allow the costs of public improvements to be borne by those who receive special benefits from the improvements.

The purpose of this PID policy is to outline the policies and procedures the City will use to consider whether creation of a PID, the levy of PID assessments, and issuance of PID bonds is in the best interest of the City. Any aspect not specifically addressed by this policy will be considered on an individual project basis.

The City may, on a case-by-case project basis, waive a requirement of this policy if it does not conflict with Texas or federal law. Any requirements waived shall be noted in the resolution approving the PID petition, or other relevant document, and must include a finding that the waiver is in the best interest of the City.

Except for the approval and issuance of special assessment revenue bonds or the approval of a reimbursement agreement, the City will not bear financial responsibility for PID improvements undertaken by a PID owner/developer.

General Requirements

The City will consider a petition for formation of a PID only within the City’s corporate limits or within its ETJ provided that the ETJ property owners voluntarily agree to the City’s annexation of such property into the City’s corporate limits.

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3. A current certified tax roll of all property within the proposed PID.
4. A map acceptable to City staff and a metes and bounds description of the property included in the proposed PID.
5. A description clearly identifying the benefits of the proposed PID to the affected property owners and to the City as a whole.
6. Evidence of insurance.
7. A description of the developer's previous experience developing projects of similar scale and type.
8. The proposed "not to exceed" maximum tax rate equivalent.
9. A sunset clause, and a pre-executed petition to dissolve the PID by the landowner in case the SAP is not approved, and assessments levied for either reimbursement or bond issuance within three years of the date of the Development Agreement.

Additional Documentation

An independently prepared market analysis or feasibility study will be required prior to the public hearing. The market analysis or feasibility study will assess the reasonableness of the public improvements and overall development plan considering market conditions. The City will order the study, and the costs will be paid by the PID petitioner.

Reimbursement for Costs and Expenses

If the City determines it is in its best interest to establish a proposed PID and accepts a PID Petition, the City will require the developer to execute a Reimbursement Agreement. The Reimbursement Agreement will require the developer to initially deposit funds in the amount of \$50,000 to pay for (a) the City's costs for staff including the City Attorney, City Engineer and City Planning staff, and (b) professional fees and expenses of third-party consultants and advisors including, but not limited to, Bond Counsel, Financial Advisor, PID Administrator, Trustee, Underwriter, Appraiser, and Market Study Analysts.

An additional \$25,000 deposit will be required to be deposited by the developer when the deposit balance reaches \$10,000. The unused balance will be returned to the developer after the bond closing. The developer may recover deposit funds used for City costs and professional fees and expenses at bond closing.

Preferential Factors

Subject to the requirements of Chapter 372 of the Texas Local Government Code, inclusion of

one or more of the following preferential factors in a PID petition will increase the likelihood of approval by the City:

1. **Enhance Master Plan, Thoroughfare Plan and Water and Wastewater Plans.** The project includes improvements that enhance the City's Master Plan, including the City's Thoroughfare Plan and water and wastewater plans. Improvements must exceed current subdivision regulations. Projects that least impact City infrastructure or provide enhanced benefits to improve the public roadway network and/or water and wastewater infrastructure in the City.
2. **Advance Parks and Trail Plans and Preserve Open Space.** Preference will be given to projects that advance the City's trail and park plans and increase pedestrian and trail connectivity. This includes projects that provide for increased recreation, lake access and open space opportunities for public use. Preference will be given to projects that protect and preserve natural amenities and environmental assets such as the rivers, lakes, trees, creeks, ponds, floodplains, slopes, hills, viewsapes, aquifer recharge and/or contributing zones, and wildlife habitats.
3. **Exceed Development Requirements.** Preference will be given to projects that exceed City development requirements, including enhanced architectural standards, enhanced landscaping, low impact development (LID) features, greater impervious cover limitations, parking lot shading, floorplan variety, and which provide for a superior design of lots or buildings including green building ratings systems for energy efficiency. High quality projects that exceed the City's subdivision requirements for overall design, building standards and amenities with enhanced landscaping and appealing architecture throughout will be given preference.
4. **Meet Community Needs.** Preference will be given to projects that meet community needs such as enhanced drainage improvements, including land and infrastructure for re-irrigation of treated wastewater.
5. **Economic Development.** Preference will be given to projects that generate economic development benefits to the City beyond what a normal development would provide and satisfy the goals of the City's Economic Development Strategic Plan.
6. **Redevelopment and Historic Preservation.** Preference will be given to projects that create opportunities to redevelop older or underutilized areas of the City, e.g., entryways, gateways, landscaping, xeriscaping, street trees, fountains, specialty lighting, art, decorative and landscaped streets and sidewalks, bike lanes, multi-use trails, signage, terminating vistas, decorative pedestrian lighting, pedestrian safety elements, ADA accessibility, underground utilities, etc. Projects that protect and preserve existing historical buildings, structures, features, or places and preserve the rural and community amenities or features that further the look and feel of the hill country, or which establish a unified architectural or design theme throughout the development that complements the community's character and heritage.
7. **Access to Developer Finances.** Preference will be given to projects providing the City with access to records thereby enabling the City to confirm the developer's ability and financial capacity to deliver the project as proposed.

Development Standards

1. **Pre-Approved Off-Site Improvements.** Any improvements that are offsite or are part of the City's Master Plans must have obtained approval in principle from the City Engineer prior to being included in the PID.
2. **Phasing.** Projects that will be developed in phases must have a phasing schedule for infrastructure and utility needs.

Requirements for Development Agreement

A Development Agreement shall be in place before the PID is created. The Development Agreement shall include, but not be limited to, the following provisions, as the same may be applicable to the type of PID proposed:

1. A development plan that outlines, at a minimum, land use and thoroughfare connections and is consistent with the City's Master Plans, as amended.
2. The proposed PID will substantially contribute to funding the expansion of arterial streets, major collector roadways, and/ or trunk line or other utility infrastructure, as applicable when necessary to address the projected demand for services and impacts of the development.
3. The proposed PID will be located within the City's existing Water and Wastewater Certificates of Convenience and Necessity (CCNs) or expanded CCNs facilitated by the developer if, in the City's discretion, such expansion is feasible.
4. Plans for the proposed PID shall be prepared and reviewed by the City in compliance with the City's development regulations as relates to land use, infrastructure design, permitting, and inspections and applicants shall seek City development approvals prior to the commencement of any construction.

Collection of Assessments

Prior to the levy of assessments, the City will use its best efforts to enter into an agreement with Travis County to include the annual PID installments on the Travis County Tax Bill of each property owner within the PID.

Disclosure to Homeowners

To satisfy disclosure to homeowners, the City will require the developer to comply with the following:

1. Signage at major entryways and exits indicating the existence of the PID.
2. Signage and information flyers s (which will be updated at least annually to reflect any

changes in such information) in any sales centers within the PID that include:

- a) Frequently Asked Questions
 - b) Total Assessment
 - c) Average Annual Installment
 - d) Equivalent Tax Rate
3. Homebuyer disclosure documents in accordance with Section 5.014 of the Texas Property Code, as may be amended, to be signed both at contract signing and at closing with such agreements maintained on file by each homebuilder and available for inspection by the City.
 4. Developer contracts with homebuilders must require the homebuilder to disclose the PID on any MLS listing.

City Advisors and Consultants

The City will independently select a Bond Counsel, Financial Advisor, PID Administrator, Trustee, Market Study Analyst and Underwriter. With input by the developer, the City will select an Appraiser. The City's PID Administrator, in conjunction with the developer's PID Consultant, if any, will draft the Service and Assessment Plan and prepare all annual updates.

Maximum Assessment

As a result of the initial bond issue for a new PID, the annual PID assessment shall be the lesser of (1) \$0.50 per \$100 of assessed value, or (2) the rate per \$100 of assessed value such that the combined PID assessment rate and the City's aggregate overlapping property tax rate (City, County, School District, Emergency Services District and any other special taxing district) do not exceed \$3.00 per \$100 of assessed value. A true-up calculation will be performed prior to each bond issuance and upon filing of a final plat to ensure that the maximum assessment is not exceeded, which may result in a reduction in the size of any proposed issuance of PID bonds.

Assessment Term/Bond Term

The maximum term for a PID and related PID assessment is 30 years, and the assessment term must equal the bond term.

PID Bonds; Financial Limitations and Performance Standards

The following minimum performance standards shall apply to PID bonds. Preference will be

given to proposed PIDs that exceed these minimum performance standards:

1. For the initial PID bond issue, a minimum appraised value to lien ratio of 3:1 for the proposed PID project.
2. All improvements to be funded with PID bonds must be fully engineered and competitively bid. A competitive bidding process with at least three bids will be required.
3. Developer is required to demonstrate committed capital in the form of cash deposit, proof of bank financing and/or equity capital, or letter of credit to the City with an amount confirmed by an engineer's opinion of probable cost, which represents the difference between budgeted cost to complete the public improvements assumed to be complete in the appraisal and the net proceeds of the PID bonds. The form of committed capital (cash deposit, letter of credit or bank/equity commitment) will be determined by the City on a case-by-case basis with input from its Bond Counsel and Financial Advisor.
4. All PID bonds issued by the City shall be approved by the Texas Attorney General and registered by the Comptroller of Public Accounts of the State of Texas.
5. The developer shall be current on all taxes, assessments, fees, and obligations to the City including without limitation payment of assessments.
6. The developer shall not be in default under any existing PID financing agreement or, with respect to the property within the PID, any other agreement to which developer and the City are parties.
7. No outstanding PID bonds are in default and no reserve funds established for outstanding PID Bonds have been drawn upon that have not been replenished.
8. No information regarding the City, including without limitation financial information, shall be included in any offering document relating to PID Bonds without the consent of the City.

Qualified Tax-Exempt Obligations

In any calendar year in which PID bonds are issued, the developer (the "Developer") agrees to pay the City its actual additional interest expense ("Additional Interest Expense"), as calculated by the City's financial advisor ("Financial Advisor"), that the City may incur in the issuance of its own public securities or obligations on its own taxing power or municipal revenues (the "City Obligations"), as described in this section, if the City Obligations are deemed not to qualify for the designation of qualified tax-exempt obligations ("QTEO"), as defined in section 265(b)(3) of the Internal Revenue Code, as amended, as a result of the issuance of PID bonds by the City in any given year.

Issuance of PID bonds prior to City Obligations. In the event the City issues PID bonds prior to the issuance of City Obligations, the City, with assistance from its Financial Advisor, shall estimate the Additional Interest Expense based on the market conditions as they exist approximately thirty (30) days prior to the date of the pricing of the PID Bonds. Such Additional Interest Expense is an estimate of the increased cost to the City of issuing its City Obligations

as non-QTEO instead of as QTEO. Promptly following the determination of such estimate, the City shall provide a written invoice to the Developer in an amount less than or equal to the estimated Additional Interest Expense. The Developer, in turn, shall remunerate to the City the amount shown on said invoice on or before the earlier of: (i) fifteen (15) business days after the date of said invoice, or (ii) five business days prior to pricing the PID Bonds. The City shall not be required to price or sell any series of PID bonds until the Developer has paid the invoice of estimated Additional Interest Expense related to the PID bonds proposed to be issued.

Upon the City's approval of the City Obligations, the Financial Advisor shall calculate the actual Additional Interest Expense to the City of issuing its City Obligations as non-QTEO. The City will, within five business days of the issuance of the City Obligations, provide written notice to the Developer of the amount of the actual Additional Interest Expense. In the event the actual Additional Interest Expense is less than the estimated Additional Interest Expense, the City will refund to the Developer the difference between the estimated and actual Additional Interest Expense within fifteen (15) business days of the date of the City's notice to the Developer required under this paragraph. If the actual Additional Interest Expense is more than the estimated Additional Interest Expense, the Developer will pay to the City the difference between the actual and estimated Additional Interest Expense within fifteen (15) business days of the date of the City's notice required under this paragraph. If the Developer does not pay the City such difference within fifteen (15) business days of the date of the City's notice required under this paragraph, the Developer shall not be paid any reimbursement amounts under any PID reimbursement agreement related to the development until such payment of excess Additional Interest Expense is made in full.

Issuance of City Obligations prior to PID Bonds. In the event the City issues City Obligations prior to the issuance of PID Bonds, the City, with assistance from its Financial Advisor, shall calculate the estimated Additional Interest Expense based on the market conditions as they exist 20 days prior to the date of the pricing of the City Obligations. Promptly following the determination of such estimated Additional Interest Expense, the City shall provide a written invoice to the Developer: (1) in an amount less than or equal to the Additional Interest Expense as calculated by the Financial Advisor, and (2) that includes the pricing date for such City Obligations. The Developer, in turn, shall remunerate to the City the amount shown on said invoice at least 15 days prior to the pricing date indicated on the invoice. If the Developer fails to pay the Additional Interest Expense as required under this paragraph, the City, at its option, may elect to designate the City Obligations as QTEO, and the City shall not be required to issue any PID Bonds in such calendar year.

Upon the City's approval of the City Obligations, the Financial Advisor shall calculate the Additional Interest Expense to the City of issuing non-QTEO City Obligations. The City will, within five business days of the issuance of the City Obligations, provide written notice to the Developer of the Additional Interest Expense. In the event the Additional Interest Expense are less than the estimated Additional Interest Expense, the City will refund to the Developer the difference between the actual Additional Interest Expense and the estimated Additional Interest Expense within fifteen (15) business days of the date of the City's notice to the Developer. If the actual Additional Interest Expense are more than the estimated Additional Interest Expense, the Developer will pay to the City the difference between the actual Additional Interest Expense and the estimated Additional Interest Expense within fifteen (15) business days of the date of

the City's notice. If the Developer does not pay to the City such difference as required under this paragraph, then the Developer shall not be paid any reimbursement amounts under any PID reimbursement agreement related to the development until such payment of excess Additional Interest Expense is made in full.

Dissolution Agreement

A dissolution agreement must be entered into at the time the City considers creation of the PID authorizing dissolution of the PID if assessments are not levied within three years after the creation of the PID, unless otherwise approved by Council.

Applicability

This PID Policy shall apply to PID applications filed after June 1, 2022.



CITY OF LAGO VISTA, TEXAS

By: Ed Tidwell
Ed Tidwell, Mayor
Date: 5/17/22

ATTEST:

Sandra Barton
Sandra Barton, City Secretary