



**AGENDA
CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS
5803 THUNDERBIRD
LAGO VISTA, TX
OCTOBER 19, 2023 AT 5:30 PM**

JOIN MEETING VIA VIDEO CONFERENCE

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

<https://meet.goto.com/896500285>

You can also dial in using your phone.

United States: +1 (872) 240-3212

Access Code: 896-500-285

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. Discuss the appointment, evaluation, reassignment, duties, discipline, or dismissal of the City Attorney. (Government Code Section 551.074)

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

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

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

B. Discuss the appointment, evaluation, reassignment, duties, discipline, or dismissal of the City Attorney. (Government Code Section 551.074)

PLEDGE OF ALLEGIANCE, PLEDGE TO TEXAS FLAG

CITIZEN COMMENTS

In accordance with the Open Meetings Act, Council is prohibited from acting or discussing (other than factual responses to specific questions) any items not on the agenda.

To participate in the citizen comments portion of the meeting, you must submit a completed form. If you are attending the meeting in the City Council Chambers you must complete the form available at that location and provide it to the Mayor prior to the start of the meeting. If you will be participating using the online videoconferencing tool, you must complete the form and submit it by email in accordance with the instructions included within the form. It is found on the City's website at the link below. The Council will reconvene from executive session at or around 6:30 p.m.

[Citizen Participation Registration Form](#)

ITEMS OF COMMUNITY INTEREST

Pursuant to Texas Government Code Section 551.0415, the City Council may report on any of the following items:

- a. Expression of thanks, gratitude, and condolences.
- b. Information regarding holiday schedules.
- c. Recognition of individuals, i.e. Proclamations.
- d. Reminders regarding City Council events.
- e. Reminders regarding community events.
- f. Health and safety announcements.

STAFF AND COUNCIL LIAISON REPORTS

1. Routine Reports from City staff.
2. Routine Reports from City Council Board/Commission/Committee Liaisons.
Discuss Parks and Recreation Advisory Committee's recommendation to rezone City parcels to park zoning.

CONSENT AGENDA

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

3. Consider approval of the September 21, 2023, meeting minutes.
4. Consider approval of the September 28, 2023, special called meeting minutes.
5. Consider approval authorizing the City Manager to execute a Geographic Information Systems (GIS) services contract with LJB Engineering in the amount of \$275,465 for as-built water & sewer lines, service connections, street signs and other items described in the scope of work which were approved in the fiscal year 2024 Annual Budget.

6. Consider approval of Resolution 23-2017, a resolution authorizing an agreement for a Local On-System Improvement (LOSA) project with the State of Texas for the construction of a new entrance to Sunset Park on RM-1431.
7. Consider approval of Resolution 23-2018, a resolution of the City of Lago Vista extending the City Manager employment contract from October 31, 2023, to October 31, 2025.
8. Discussion, consideration, and possible action regarding Ordinance 23-10-19-01; an ordinance of the City of Lago Vista, Texas, amending Ordinance No. 18-06-21-06, Chapter 13, "Utilities," and Article 13.1100 "Domestic Water Drought Contingency Plan," providing an effective date, repealer, severability, proper notice and open meetings clause.

PUBLIC HEARING AND POSSIBLE ACTION

9. Hold a public hearing and consider Ordinance 23-10-19-02; an ordinance of the City Council of Lago Vista, Texas amending Section 11.60 of Chapter 14 of the Lago Vista Code of Ordinances regarding the requirements for a special exception approved by the Board of Adjustment.

ACTION ITEMS

10. Discussion, consideration and possible action on future projects to be presented by Keep Lago Vista Beautiful.
11. Discussion, Consideration, and possible action on Resolution 23-2019; a resolution by the City of Lago Vista, Texas, authorizing proceeding with the issuance of City of Lago Vista, Texas, Certificates of Obligation; directing publication of notice of intention to issue Certificates of Obligation; and other related matters.
12. Discussion, consideration and action on Resolution 23-2020; a resolution by the City Council of the City of Lago Vista, Texas, providing for a public hearing and notice of intent to issue combination tax and revenue Certificates of Obligation, Series 2024 as required by the City's home rule charter; providing an effective date; and containing other matters relating to the subject.
13. Discussion, Consideration, and Possible Action to approve an Memorandum of Understanding (MOU) with the Lago Vista Independent School District for a School Resource Officer.
14. Discussion, consideration and possible action on third amendment to Restated Development Agreement for Tessera on Lake Travis.
15. Discussion, consideration and possible action on Ordinance 23-10-19-03; an ordinance of the City Council of Lago Vista, Texas amending Section 3.804 of Article 3.800 within Chapter 3, and Section 3.100 of Article 3.000 within Appendix A of the Lago Vista Code of Ordinances regarding the application and review procedures required for building permits.

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 5:45 p.m. on the 12th day of October 2023.

Lucy Aldrich, City Secretary

THIS MEETING SHALL BE CONDUCTED PURSUANT TO THE TEXAS GOVERNMENT CODE SECTION 551.001 ET SEQ. AT ANY TIME DURING THE MEETING THE COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION ON ANY OF THE ABOVE POSTED AGENDA ITEMS IN ACCORDANCE WITH THE SECTIONS 551.071, 551.072, 551.073, 551.074, 551.075 OR 551.076.

THE CITY OF LAGO VISTA IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. REASONABLE MODIFICATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED UPON REQUEST.

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



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 19, 2023
SUBMITTED BY:	Lucy Aldrich, City Secretary
SUBJECT:	Routine Reports from City staff.
FINANCIAL IMPACT:	N/A



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 19, 2023
SUBMITTED BY:	Lucy Aldrich, City Secretary
SUBJECT:	Routine Reports from City Council Board/Commission/Committee Liaisons. Discuss Parks and Recreation Advisory Committee's recommendation to rezone City parcels to park zoning.
FINANCIAL IMPACT:	N/A



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 19, 2023

SUBMITTED BY: Lucy Aldrich, City Secretary

SUBJECT: Consider approval of the September 21, 2023, meeting minutes.

FINANCIAL IMPACT: N/A

ATTACHMENTS:
[09-21-2023 Meeting Minutes](#)

**OFFICIAL MINUTES OF THE CITY COUNCIL
REGULAR MEETING
THURSDAY, SEPTEMBER 21, 2023**

BE IT REMEMBERED that on the 21st day of September 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		

CALL TO ORDER, CALL OF ROLL

Mayor Tidwell called the meeting to order at 5:31 p.m. and announced that all council members are present with Councilor Marion attending via video conference.

EXECUTIVE SESSION

At 5:32 p.m., Council convened into a closed Executive Session pursuant to;

- A. Consultation with Legal Counsel concerning all regular meeting agenda items requiring confidential, attorney/client advice (as needed). (Government Code Section 551.071)
- B. Discussion regarding City Manager's annual review (Government Code Section 551.074)

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

At 6:33 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. Discussion regarding City Manager's annual review (Government Code Section 551.074)
No action taken.

PLEDGE OF ALLEGIANCE, PLEDGE TO TEXAS FLAG

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

03:08 – 11:07

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.

Russel Barnes spoke about Dodge Trail bridge.

Musa & Shaheen Hasan spoke about their property located at 5603 Lago Vista Way.

11:08 – 22:25

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.
None.
- c. Recognition of individuals, i.e., Proclamations.
Proclamation for City of Lago Vista Teachers Day was read.
Student athletes were recognized for their recent accomplishments.
- d. Reminders regarding City Council events.
Special City Council meeting September 28, 2023.
Applications for City Boards, Commissions, and Committees are due November 2, 2023.
Water Treatment Plant #1 Town Hall Meeting to be held October 17, 2023, in Council Chambers and online.
- e. Reminders regarding community events.
Fall Clean Up Days is scheduled for October 18, 19 and 21, 2023.
National Night Out is scheduled for October 3, 2023.
Trunk or Treat Celebration is scheduled for October 28, 2023.
Loin's fund raiser scheduled for October 1, at the Lago Vista Brewery.
Lion's Blood Drive is scheduled for October 21, at CVS.
Lion's Pancake Breakfast at one of the fire stations on November 4.
Friends of the Library annual bake and book sale on October 13 and 14.
Pancake breakfast at Rusty Allen Airport this Saturday.
- f. Health and safety announcements.
Lake Travis is currently 33.34 feet below normal and 51.45 below full.

Mayor Tidwell announced that Consent Agenda would be next.

CONSENT AGENDA

21:39 – 34:19

- 8. Consider approval of the August 31, 2023, special meeting minutes.
- 9. Consider approval of the September 7, 2023, meeting minutes.
- 10. Consider approval of a Development Agreement with Turnback Ranch.
- 11. Discussion, consideration, and action on third amendment to Restated Development Agreement for Tessera on Lake Travis.
Councilor Sullivan requested that agenda item #11 be considered separately from the consent agenda.

On a motion by Councilor Prince, seconded by Councilor Durbin, City Council voted unanimously, to approve consent agenda items 8 through 10. Motion carried.

11. Discussion, consideration, and action on third amendment to Restated Development Agreement for Tessera on Lake Travis.

Darlene Louck with Hines/Tessera was available to answer questions and provide additional information.

Joe Crawford, Interim City Attorney and Taylor Whichard, Director of Public Works were available to answer questions and provide additional information.

On a motion by Councilor Sullivan, seconded by Councilor Durbin, City Council voted unanimously to table this item until the Special Called meeting on September 28, 2023. Motion carried.

Mayor Tidwell announced that Agenda Item #1 would be next.

PUBLIC HEARING AND POSSIBLE ACTION

34:23 – 3:04:45

1. The Lago Vista City Council will hold a public hearing and consider an Ordinance of the City Council of Lago Vista, Texas amending the official zoning map regarding the current “Planned Development District” (PDD) known as “Turnback Ranch” established by Ordinance No. 07-04-05-03 to approve a new concept plan for the entire development consisting of approximately 241.541 acres and to approve a detail plan for the property excluding the “SFD Parcel;” and providing for related matters.

Mayor Tidwell opened the public hearing at 7:07 p.m.

Roy Jambor, Director of Development Services; Joe Crawford, Interim City Attorney; and Taylor Whichard, Director of Public Works were available to answer questions and provide additional information.

Members of the Turnback Ranch development team Andy Trietley and Stephen Farris were available to answer questions and provide additional information.

Emily Samples with the Lago Vista Property Owners Association President was available to answer questions and provide additional information.

The following citizens spoke on the agenda item: Nan Neesmith, Rachael Rich, Chaz Reichert, Lisa Shaw, Russell Barnes, Louise Madigan with time donated to here from Wayne McCullough, Norma and Robert Owen, Linda McCullough, and John and Bernadette Moody. Mayor Tidwell closed the public hearing at 9:03 p.m.

On a motion by Councilor Sullivan, seconded by Councilor Prince, City Council voted unanimously to approve Ordinance 23-09-21-01 recognizing that the Dodge Trail extension is not part of the PDD, it is not in the legal description, but it is in the graphic description. Make sure that the legal description carries the weight of the PDD and not the graphic depiction. Adopt all of the redlines that Councilor Roberts offered (attached). Modify 3.B.1. adding the restriction that 35-foot homes will be restricted to 2 stories from grade level. On 3.B.2. the 32-feet above the highest adjacent grade will be limited to the perimeter of the structure (the 32 feet will be measured from the grade around the perimeter of the structure). Adopt P-2 Zoning that was part of Councilor Roberts redlines making an exception that allows for bathrooms in the area. On section 7 in the concept and detail plan will be amended as follows: *add to end:* density on Tract B will not exceed 39 total dwelling units; provided that, however, the total number of allowable units on Tract B may be increased above 39 units as long as the total over

all units in Tract A and B combined does not exceed 349 and all other applicable design standards are followed. Motion carried.

*Prior to taking a vote on the motion, Mayor Tidwell called Emily Samples, LVPOA President, to the podium. The LVPOA has provided a conditional rescission of their opposition based on 2 conditions. The first condition was met when the City Council approved the Development Agreement in the Consent Agenda. The second condition was related to the zoning of the park and since City Council is requesting bathrooms be added to the zoning. Ms. Samples was not provided with the authority by the board to consider substantial changes. Therefore, the POA would not be rescinding their opposition. A super majority vote continues to stand.

Mayor Tidwell called for a recess at 9:36 p.m.

Mayor Tidwell reconvened the meeting at 9:50 p.m.

ACTION ITEMS

3:05:19 – 3:09:54

2. Discussion, consideration and possible action regarding "A Resolution by the City Council of the City of Lago Vista, Texas, Delaying Action on a Resolution Providing for a Public Hearing and Notice of Intent to Issue Special Assessment Revenue Bonds, Series 2023 (Tessera on Lake Travis Public Improvement District Improvement Area #3 Project) as Required by the City's Home Rule Charter; Providing an Effective Date; and Containing Other Matters Relating to the Subject".

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

Darlene Louck with Hines/Tessera was available to answer questions and provide additional information.

Louise Madigan spoke on the agenda item.

On a motion by Councilor Prince, seconded by Councilor Durbin, City Council voted unanimously to approve Resolution 23-2013. Motion carried.

3:09:59 – 3:14:55

3. Discussion, consideration, and possible action on an Ordinance of the City of Lago Vista, Texas, Approving an Annual Service Plan Update and Amendment to the Service and Assessment Plan for the Tessera On Lake Travis Public Improvement District.

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

Mr. John Snyder with P3 Works, City of Lago Vista PID representative, was available to answer questions and provide additional information.

On a motion by Councilor Prince, seconded by Councilor Roberts, City Council voted unanimously to approve Ordinance 23-09-21-02. Motion carried.

3:15:05 – 3:20:39

4. Discussion, Consideration, and Possible Action to approve a contract with Motorola Solutions for Police Department radios, Computer Aided Dispatch and Records Management software.

Chief Boshears was available to answer questions and provide additional information.

Representatives from Motorola were available to answer questions and provide additional information.

On a motion by Councilor Durbin, seconded by Councilor Roberts, City Council voted unanimously to approve the contract with Motorola allowing the City Manager to sign the contract. Motion carried.

3:21:15 – 3:26:05

5. Discussion, consideration and action on establishing a Comprehensive Plan Advisory Committee.

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

On a motion by Councilor Prince, seconded by Councilor Roberts, City Council voted unanimously to approve Resolution 23-2014 establishing a Comprehensive Plan Advisory Committee. Motion carried.

STAFF AND COUNCIL LIAISON REPORTS

3:26:07 – 3:34:09

6. Routine Reports from City Staff.
7. Routine Reports from City Council Board/Commission/Committee Liaisons.
No action taken on either item #6 or #7.

ADJOURNMENT

Mayor Tidwell adjourned the meeting at 10:19 p.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 _____ day of _____ 2023.

**PROPOSED AMENDMENT TO TURNBACK RANCH PDD
ORDINANCE NO. 07-04-05-03**

Section 5. Identification of Tracts within the PDD. The Property consists of the following tracts of land, which are also depicted in the Concept Plan included as part of the Land Use Plan (sometimes individually a “Tract” or collectively the “Tracts”):

1. Tract A – the “Single Family Residential Tract”;
2. Tract B – the “SFD Tract”; and
- ~~3.~~ 3. Tract C – the “Open Space/Park Tract”; ~~and-~~
- ~~3.4.~~ 3.4. Tract D – the “Primitive Public Park Tract”.

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

1. Zoning for Tract A and Tract B – “Single Family Residential Tract” and “SFD Tract”
 - A. Use and development shall comply with the zoning requirements and development standards for the Single Family Residential District – R-1S except as hereinafter modified.
 - B. In addition to all uses permitted in the Single Family Residential District – R-1S, the following uses shall be permitted:
 - (i) Park-Active (Developed) – including, but not limited to, barbecue pits, picnic shelters, playground equipment, swimming pools and similar recreational structures, administrative offices for the park property and property owners’ association, snack shop, and community center; and
 - (ii) Park-Passive – including, but not limited to, open space, trails, and benches.
 - C. The minimum living area for a dwelling on any lot shall be 1,500 square feet.
2. Zoning for Tract C – “Open Space/Park Tract”
 - A. Use and development shall comply with the zoning requirements and development standards for P-1B Developed Park (Active) zoning district, except as hereinafter modified. Trails are a permitted use.
 - B. The number of parking spaces and amenities related to ~~a marina and/or~~ park uses are at the discretion of the Developer.

3. Zoning for Tract D – “Primitive Public Park Tract”

- A. Use and development shall comply with the zoning requirements and development standards for P-2 Park and Greenbelt District (Passive) zoning district, except as hereinafter modified. Trails are a permitted use.

3.4. Zoning and Development Standards for All Tracts

- A. Buffer Area. As identified on the Land Use Plan, a seventy-five foot (75') foot wide vegetative buffer consisting of existing vegetation shall run along the boundary line of the Property between platted residential lots within the Project and the adjacent existing platted subdivisions, including the property owned by the Lago Vista Property Owners' Association (“LVPOA”), as measured from the boundary line of the Property to the boundary of the platted residential lot within the Project (“Buffer Area”). The Buffer Area is increased to a minimum of one hundred (100) feet along the boundary line of the Property within the floodplain adjacent to the parkland owned and operated by LVPOA (“LVPOA Park”), as indicated on the Land Use Plan. A fence or other barrier that complies with LCRA requirements will be constructed, at Developer's expense, on the west side of the Buffer Area located along the boundary line adjacent to the LVPOA Park as more depicted in **Exhibit “C”**. The Buffer Area within Tract A and Tract B shall be platted and conveyed to the appropriate property owners' association. No buildings or structures, other than those appurtenant to necessary roadway and utility crossings, may be constructed within the Buffer Area. The Buffer Area will remain undisturbed in its current natural state with existing topography and vegetation except for any utility and roadway connections related to the Project and shown on the Land Use Plan. Any existing ranch roads within the Buffer Area shall be revegetated and abandoned, leaving only pedestrian trails.
- B. Maximum Building Height. Building height for the Tracts shall be measured from the highest elevation of a platted lot to: (i) the highest point of the coping of a flat roof or (ii) to the deck line of a mansard roof; or (iii) to the height of the highest gable of a pitched or hipped roof within the Tracts.
- 1) Maximum building height for residential lots along the Property boundary in Tract A and Tract B, adjacent to existing single family residential lots located outside of the Property, shall be twenty-five feet (25') and restricted to construction of single-story homes only. All other platted lots in Tract A and B shall have a maximum building height of thirty-five feet (35').
 - 2) Maximum building height in Tract C will be limited to thirty-two feet (32') above the highest ground elevation on Tract C.
- C. Setbacks. Except as provided herein for residential lots along the Property boundary, single-family detached lots shall have a minimum front and rear setback of twenty feet (20'), minimum side-yard setback of five feet (5'), and a

minimum side-yard setback of ten feet (10') on corner lots on the street side. Single family detached lots along the Property boundary adjacent to existing single family residential lots located outside of the Property shall maintain a minimum side yard setback of seven and one half (7 ½) feet per side with a minimum fifteen foot (15') total side yard setback (the sum of two side yards). Additionally, single family detached lots along the Property boundary adjacent to existing single family residential lots located outside of the Property with an R-1S (formerly known as R-1A) zoning district shall maintain a minimum twenty-five foot (25') rear yard setback. All other uses shall comply with the setbacks established in the applicable zoning district.

- D. Blocks and Cul-de-sac. Maximum block length shall be no more than one thousand (1,000) feet and is waived for block indicated on the Land Use Plan. Any street intersection shall be considered a break in block length for calculation purposes. Cul-de-sac length on all streets within the Property will be allowed up to a maximum of fifteen hundred (1,500) feet, provided that a turn-around bubble is provided at the mid-point. Development shall comply with the International Fire Code and ensure that emergency vehicles are appropriately accommodated.
- E. Streets. Street rights-of-way classified as “residential” pursuant to City ordinances shall be allowed to be a minimum of fifty feet (50') wide as measured by the street's right-of-way. The center line radius shall be a minimum of one hundred and eight feet (180'). Street sections shall comply with details more particularly depicted on **Exhibit “D”**.
- F. Lot Width. Turnback Ranch PDD shall include various single family detached lot sizes. Unless otherwise specified herein, single family detached lots within the Project shall have a minimum width of fifty feet (50') as measured at the front setback and a minimum depth of one hundred and thirty feet (130'). Single family detached lots along the Property boundary adjacent to existing single family residential lots located outside of the Property with an R-1S (formerly known as R-1A) zoning district shall have a minimum lot width of eighty feet (80'). Single family detached lots along the Property boundary adjacent to existing single family residential lots located outside of the Property with an R-MH (formerly known as R-1M) zoning district shall have a minimum lot width of fifty-five feet (55'). Lots for all other uses shall comply with the zoning district for the use applicable.
- G. Building Permit. In addition to the requirements set forth in Section 3.60 of the Zoning Ordinance, the City will issue building permits to the Developer for development of a particular property if (i) City approval of a final plat has been obtained, (ii) the Developer has posted fiscal security, and (iii) the site is accessible to the Developer by right-of- way or otherwise. The City will not issue certificates of occupancy prior to subdivision approval.
- H. Facilities. Lots in the Property may be served by storm water detention and

water quality facilities outside a particular Tract in which the lot is located, so as long as such facilities are located within the Property and approved by the City of Lago Vista.

- I. Parking. Except for a ~~marina or~~ park use, minimum parking requirements for all lots included in the PDD shall meet or exceed City standards that are in effect at the time the Developer obtains a permit for the project to be constructed for all or a portion of the Property.
- J. Signage and Lighting. All signage will comply with the City of Lago Vista Sign Ordinance. All exterior lighting to be installed in the subdivision or along the entrance to subdivision shall be low level, down casting lighting. Such lighting fixtures shall have dimming capabilities and will be dimmed to one-half (1/2) of its normal wattage after 11:00 PM. Outdoor and exterior lighting shall comply with Article 3.800 of the City Code, including “dark sky” ordinances.
- K. Cut/Fill and Construction on Slopes. All cut and fill variances of four feet (4’) to fifteen feet (15’) on the Property shall be approved administratively by the City Engineer (or acting City Engineer) during subdivision construction plan review or site development plan review, provided the cut and fill slope is appropriately terraced, with retaining walls when feasible, to control erosion and sedimentation and preserves unique environmental assets and other outstanding natural features to the greatest extent possible, without a requirement of a hearing or approval by the Planning Commission or City Council. Topographic grading shall comply with accepted engineering practices, the Americans with Disabilities Act and any other applicable federal, state or regional regulations. The areas indicated on the Land Use Plan do not require a variance to construct on slopes exceeding twenty-five percent (25%). Development on all other areas within the Land Use Plan shall comply with the City Code in effect at the time of approval of this Ordinance.
- L. Density. Overall density within the Property will not exceed 349 total dwelling units.
- M. Parkland Dedication. Approximately thirty-four (34) acres ~~out of~~ Tract ~~CD~~, as indicated on the Land Use Plan, shall be dedicated to the City of Lago Vista by special warranty deed (“Public Park”). Developer shall construct, at ~~Owner’s~~ Developer’s cost, a roadway to be dedicated to the public that provides appropriate and sufficient access to Public Park. The timing for construction of the access shall be included in the Phasing Plan (defined below). The Tract C (Open Space/Park) and Tract D (Primitive Public Park) shown on the Land Use Plan, ~~including the 34 acres to be dedicated to the City of Lago Vista,~~ shall fully satisfy parkland requirements under Section 5 of the Subdivision Ordinance. The parkland dedication will be satisfied by portions of the Property located within the floodplain and by private parks that meet the parkland requirements in Section 5 of the Subdivision Ordinance and are maintained by the property owners’ association for the benefit and use of the residents of the

development. Open Space/Parkland in Tract C qualifying as dedicated parkland may comply with the development standards for either (i) “P-2 Park and Greenbelt District (Passive)” that may include, but not limited to, the following types of uses and similar structures: mountain bike trails, nature trails, benches, public utility easements, public utilities, detention facilities and water quality facilities, or (ii) “P-1B Developed Park District (Active)” that may include, but not limited to, the following types of uses and similar structures: playground structures, a community beach, a community boat ramp or launch, bathrooms and/or locker rooms, covered pavilions, picnic shelters, barbeque pits, mountain bike trails, nature trails, public utility easements, public utilities, detention facilities and water quality facilities.

N. Entrances and Accessibility.

1) Dodge Trail Extension. In the event an extension of Dodge Trail is constructed by Developer at Developer’s sole cost and expense from the intersection of Dodge Trail and Bar K Ranch Road to the northeast corner of the Property (“Dodge Trail Extension”), the primary access for the Turnback Ranch PDD shall be located at, and connected to, the Dodge Trail Extension, as depicted on the Land Use Plan, following such construction. To the extent owned or controlled by Developer, within a reasonable time after final platting of the Property, the Developer may dedicate the property located at the northwest corner of the intersection of Dodge Trail and Bar K Ranch Road, as more particularly described as Lot 8234 of Bar-K Ranches, Plat 8 Subdivision, Volume 58, Page 71 in the Official Public Records of Travis County, Texas, or some portion thereof as determined by the City, to the City or the HOA for public use. Along the north side of the Dodge Trail Extension within the Property until the Dodge Trail Extension curves south at the HOA Park, the Developer shall install, outside of the right of way, a six foot (6’) high masonry wall or walls and other fencing, retaining walls, graded berms, landscaping and/or other devices to adequately screen the Dodge Trail Extension from the adjacent properties with regard to visibility and sound.

2) Other Entrances. A secondary entrance shall be constructed by Developer, at Developer’s sole cost and expense, off of Bar K Ranch Road, opposite of the existing Paseo De Vaca Street and in the vicinity of K Oaks Clubhouse, as depicted on the Detail Plan (“Paseo de Vaca Extension”), subject to review by the City Engineer (or acting City Engineer) and expressed consent from the LVPOA to the extent the Paseo de Vaca Extension impacts or requires use of property owned by the LVPOA. Before any traffic may utilize the Paseo de Vaca Extension, the Developer shall construct, outside of the public right of way along the southern boundary of the Paseo de Vaca Extension, a six foot (6’) high masonry wall or walls and other fencing. The Paseo de Vaca Extension and associated frontage improvements will be designed in a manner that minimizes to the greatest extent possible any adverse impacts to existing trees, landscaping, irrigation, lighting, and

signage. Coyote Trail shall be used as a temporary entrance and access to the Property that will be abandoned after issuance of the final certificate of occupancy for the Project.

- 3) Construction Traffic. Commercial construction traffic shall be dispersed between the Dodge Trail Extension and the Paseo de Vaca Extension in a manner to be determined by the City Engineer and Developer that balances the adverse impacts to adjacent property owners. The Coyote Trail will be limited to personal vehicles and standard-sized, non-construction delivery vehicles.
 - 4) Traffic Impact. The requirement of a traffic impact analysis (“TIA”) must be completed prior to the approval of the preliminary plat for the Property. Subject to review by the City Transportation Department and the Texas Department of Transportation (“TxDOT”), the Owner agrees to direct all monetary commitments for traffic signals identified in the TIA towards installation of a traffic signal at the intersection of Bar K Ranch Road and RM 1431 in order to expedite TxDOT’s installation of that signal.
- O. HOA Amenity Center. Except in accordance with any private agreement between Developer and others, use and development of the Property designated as the “HOA Amenity Center” in the Land Use Plan shall consist of land reserved for the benefit and use of the residents only as an accessory use to the residential development in the Turnback Ranch PDD and shall not be leased or rented by non-residents. The HOA Amenity Center shall be maintained by a property owners’ association.
- P. Impervious Cover. The maximum impervious cover on any individual residential lot shall not exceed sixty percent (60%). Project may not exceed fifty percent (50%) for the overall Project based on the calculation method used by the City of Austin.

4.5. Phasing. Developer will develop the Property in phases based on a phasing plan submitted with the preliminary plat that is designed to minimize advanced clearing of trees, complies with City Regulations, and is approved by the City Engineer and the Director of Development Services (“Phasing Plan”). Tree removal shall comply with City Regulations and the Balcones Canyonland Conservation policies for clearing trees in identified habitat of the Golden Cheek Warbler. Tree removal will not occur on the Property until construction in the particular phase where tree removal is proposed to occur commences. Construction of residential units and associated utility connections shall be limited so that each phase identified on the Phasing Plan does not exceed one hundred forty-four (144) living unit equivalents (“LUEs”) placed into service within any given calendar year. The off-site utility infrastructure reasonably necessary to accommodate the demand of the development will be constructed in advance of LUEs placed into service within a given calendar year.

5.6. Land Use Plan. The layout of the Turnback Ranch PDD in Exhibit “B” is subject to

the type of changes that are common to the site development plan review process and completion of construction documents. ~~The boundary of the tracts may be modified administratively by up to ten percent (10%) without requiring a zoning change or amendment to the Land Use Plan.~~ Individual single-family lots shown in the Land Use Plan may be adjusted, in compliance with Section 6.4.F and all other ~~the~~ development standards set forth in this Ordinance, to increase or decrease the width of a single-family lot to create a mix of lot sizes throughout the subdivision without requiring an amendment to the Land Use Plan or Turnback Ranch PDD. Minor technical variations of a final plat or site plan from the Land Use Plan will not require a formal amendment to the Land Use Plan. Approval of a preliminary plat, final plat or site plan shall be deemed to also be an update to the Land Use Plan.

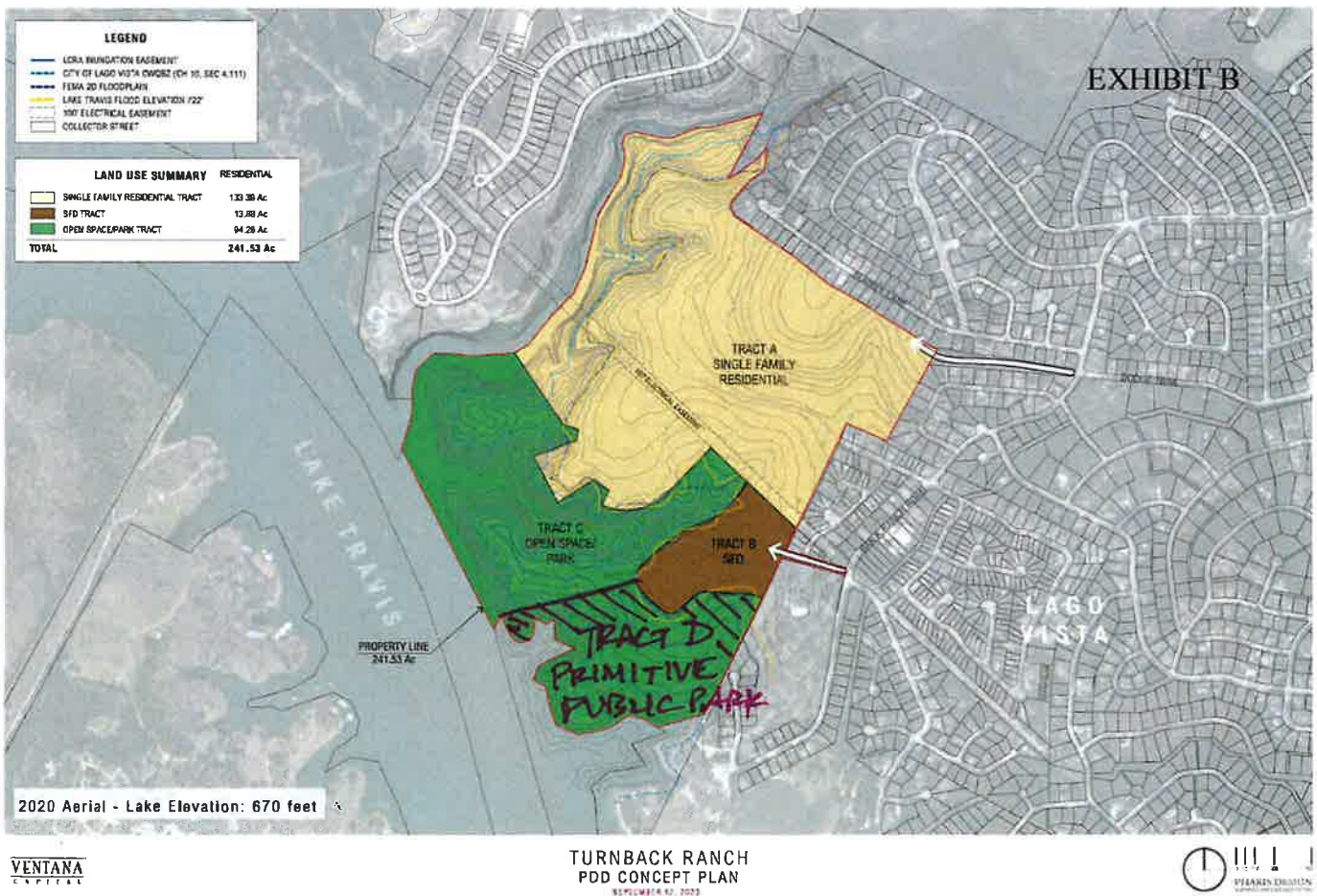
6.7. Applicable Regulations. Development of and uses within the Turnback Ranch PDD shall conform to the limitations and conditions set forth in this Ordinance. If this Ordinance and the attached exhibits conflict, this Ordinance controls. Except as otherwise specifically modified by this Ordinance, all other rules, regulations, and ordinances of the City in effect at the time of approval of this Ordinance apply to development within the Turnback Ranch PDD.

7.8. Concept and Detail Plans. The appropriate departments of the City, the Planning & Zoning Commission and the City Council hereby find and agree that this Ordinance and the project contemplated herein complies with and satisfies the requirements of Section 10.20 and 13.20 of the Zoning Ordinance and the Comprehensive Plan of the City of Lago Vista as amended. That specifically includes a finding that the requirements of Section 10.20(e) have been met for the entire development with the exception of Tract B and that additional detail plan approval is required for Tract B only.

8.9. Comprehensive Plan Amendment. To the extent that the Future Land Use Map of the Comprehensive Plan adopted in 2016 by Ordinance No. 16-05-05-02 as amended is inconsistent with the amendments to the “Turnback Ranch Planned Development District” described herein, the Comprehensive Plan is hereby amended as follows: the area within the Property currently designated as either “Regional Retail / Office / Commercial” or “High Density Residential” on the Future Land Use Map shall be hereafter designated as “Low Density Residential.” The basis for that amendment is a significant and unanticipated change in the surrounding area after adoption of the plan that would make development in accordance with either of those land use designation unlikely for the applicable portions of the Property.

EXHIBIT "B"

Concept Plan





Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 19, 2023

SUBMITTED BY: Lucy Aldrich, City Secretary

SUBJECT: Consider approval of the September 28, 2023, special called meeting minutes.

FINANCIAL IMPACT: N/A

ATTACHMENTS:
[09-28-2023 Special Called Meeting Minutes](#)

**OFFICIAL MINUTES OF THE CITY COUNCIL
SPECIAL CALLED MEETING
THURSDAY, SEPTEMBER 28, 2023**

BE IT REMEMBERED that on the 28th day of September A.D., 2023, the City Council held a special called 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 (absent)
Kevin Sullivan	Council Member	Paul Prince	Council Member
Rob Durbin	Council Member		

CALL TO ORDER, CALL OF ROLL

Mayor Tidwell called the meeting to order at 5:33 p.m. and announced that all council members are present except Councilor Roberts who has an excused absence.

EXECUTIVE SESSION

At 5:34 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)
- C. Consultation with Legal Counsel regarding city owned property located at 20132 Ming Trail, Lago Vista, Tx. (Government Code Section 551.071 and Government Code Section 551.072)
- D. Discussion regarding City Manager's annual review. (Government Code Section 551.074)

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

At 6:35 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.

C. Consultation with Legal Counsel regarding city owned property located at 20132 Ming Trail, Lago Vista, Tx. (Government Code Section 551.071 and Government Code Section 551.072)

No action taken.

D. Discussion regarding City Manager's annual review. (Government Code Section 551.074)

Mayor Pro-Tem Prince provided a summary of City Council's annual review of the City Manager.

PLEDGE OF ALLEGIANCE, PLEDGE TO TEXAS FLAG

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

05:56 – 11:17

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.

Mr. Shane Saum – provided comments from the FM 1431 Town Hall event.

Ms. Louise Madigan – spoke about on-going construction on Surry Lane.

11:22 – 19:21

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.
None.
- c. Recognition of individuals, i.e., Proclamations.
A ribbon cutting was held today for the Northlake Christian Academy.
Student athletes were recognized for their recent accomplishments.
- d. Reminders regarding City Council events.
The majority of City Council will be attending the Annual Texas Municipal League Conference in Dallas October 3 through October 6.
Deadline to apply for City boards and commissions is November 2, 2023.
The October 5 City Council meeting is cancelled as Council will be attending the TML Conference.
The next regular meeting will be on October 19.
- e. Reminders regarding community events.
Clean up days are scheduled for October 18 and 19 from 1 to 6 pm and October 21 from 8 am to 4 pm located at 5109 Municipal Complex Way.
National Night Out is being held October 3 in the City Hall parking lot from 5:30 to 7:30 pm.

The North Lake Travis Chamber of Commerce is hosting a meet the candidates' night on October 11 at the High School Performing Arts Center.

A Town Hall meeting is scheduled for October 17 from 6 to 8 pm in Council Chambers regarding the water treatment plant #1's intake failure that occurred on August 6.

Saturday is the official ribbon cutting for the new upgrades to the wall at Lohman and 1431.

Lion's fundraiser at the Brewery on Sunday from 1 to 6 pm.

Coffee with Vet's is scheduled on the third Friday of each month at the Hope Center from 8 to 10 am at the Hope Center.

The Big Event hosted by the Hope Center is scheduled for October 22.

The Trinity Angleton Church is hosting their annual Blessing of Animals event on Saturday from 10 to 11 am.

- f. Health and safety announcements.

None.

STAFF AND COUNCIL LIAISON REPORTS

19:19 – 25:38

1. Routine Reports from City Staff.

No action taken.

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

No action taken.

PUBLIC HEARING AND POSSIBLE ACTION

25:41 – 1:19:05

3. Hold a public hearing and consider Resolution 23-2015; a resolution of the City Council of the City of Lago Vista authorizing and creating the Turnback Ranch Public Improvement District. Mayor Tidwell opened the public hearing at 6:59 pm.

Joe Crawford, Interim City Attorney, gave a brief summary of the agenda item. He was also available to answer questions and provide additional information.

Members of the Turnback Ranch development team Andy Trietley, Jeff Howard, Mia Hernandez, and Patrick Bourne were available to answer questions and provide additional information.

Bart Fowler, City Bond Counsel representative and Tom Lawrence City Financial Advisor were available to answer questions and provide additional information.

Ms. Lynda Aird spoke on the agenda item.

Ms. Robyn Pond spoke on the agenda item.

On a motion by Mayor Pro-Tem Prince, seconded by Councilor Sullivan, City Council unanimously voted to table this item for further discussion and possible action until after agenda items 4 and 5.

At 7:53 p.m., City Council convened into executive session pursuant to consultation with Legal Counsel concerning all regular meeting agenda items requiring confidential, attorney/client advice (as needed). (Government Code Section 551.071)

At 8:26 p.m., City Council reconvened into open session from executive session after consulting legal counsel on agenda items 3, 4, and 5. No action was taken.

ACTION ITEMS

1:20:25 – 1:33:52

4. Discussion, consideration, and possible action on a Public Improvement District Development Agreement with Turnback Development, LLC.

Joe Crawford, Interim City Attorney, gave a brief summary of the agenda item. He was also available to answer questions and provide additional information.

Members of the Turnback Ranch development team Andy Trietley, Jeff Howard, Mia Hernandez, and Patrick Bourne were available to answer questions and provide additional information.

Bart Fowler, City Bond Counsel representative and Tom Lawrence City Financial Advisor were available to answer questions and provide additional information.

On a motion by Mayor Pro-Tem Prince, seconded by Councilor Sullivan, City Council voted unanimously to approve the PID development agreement with the following amendments: 1) to section 4.5 - the \$1 million park fee is not part of the PID cost but rather it will be accessed as a per lot fee per the language that has been distributed by the city attorney; 2) in section 5.1.a. the sentence ending in “resulting in the Maximum Equivalent Tax Rate defined below” add the following “but not to exceed \$.050 per 100-dollar valuation.” Motion carried.

1:33:55 – 1:36:08

5. Discussion, consideration, and possible action on a proposed Dissolution Agreement for the Turnback Ranch Public Improvement District.

Joe Crawford, Interim City Attorney, gave a brief summary of the agenda item. He was also available to answer questions and provide additional information.

Jeff Howard, member of the Turnback Ranch development team was available to answer questions and provide additional information.

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

Mayor Tidwell announced that Agenda Item #3 (tabled from earlier in the meeting) would be next on the agenda.

PUBLIC HEARING AND POSSIBLE ACTION

1:36:13 – 1:37:37

3. Hold a public hearing and consider Resolution 23-2015; a resolution of the City Council of the City of Lago Vista authorizing and creating the Turnback Ranch Public Improvement District. Mayor Tidwell closed the public hearing at 8:43 p.m.

On a motion by Councilor Durbin, seconded by Mayor Pro-Tem Prince, City Council unanimously voted to approve Resolution 23-2015. Motion carried.

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

ACTION ITEMS

1:38:25 – 1:43:08

6. Discussion, consideration, and possible action regarding Resolution No. 23-2016, a resolution by the City Council of the City of Lago Vista, Texas, confirming the re-appointment of an Associate Municipal Court Judge for the City of Lago Vista, Texas, authorizing execution of the professional services agreement for said Judge, and recognizing the resignation of an Associate Municipal Court Judge.

City Manager Tracie Hlavinka gave a brief summary of the agenda item. Ms. Hlavinka and Stephanie Alff, Municipal Court Clerk, were available to answer questions and provide additional information.

On a motion by Mayor Pro-Tem Prince, seconded by Councilor Sullivan, City Council voted unanimously to approve Resolution 23-2016. Motion carried.

1:43:17 – 2:02:53

7. Discussion, consideration and possible action regarding Ordinance No. 23-09-28-01; An Ordinance of the City Council of the City of Lago Vista, Texas pursuant to Vernon's Texas Codes Annotated, Local Government Code, Chapter 102, Section 102.007(b) providing for amendments to Ordinance No. 22-09-15-03, for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023; amendments to said budget by department are set forth in "Exhibit A" attached to this ordinance.

Starr Lockwood, Director of Finance gave a brief summary of the agenda item. Starr Lockwood, Police Chief Boshears, Taylor Whichard Director of Public Works and City Manager Tracie Hlavinka were also available to answer questions and provide additional information.

On a motion by Mayor Pro-Tem Prince, seconded by Councilor Marion, City Council voted unanimously to approve Ordinance No. 23-09-28-01. Motion carried.

2:02:55 – 2:16:45

8. Discussion, consideration, and possible action regarding Ordinance 23-09-28-02, an ordinance of the City of Lago Vista updating the Municipal Purchased Water Conservation Plan as required by LCRA.

Taylor Whichard, Director of Public Works, gave a brief summary of the agenda item. He was also available to answer questions and provide additional information.

On a motion by Mayor Pro-Tem Prince seconded by Councilor Marion, City Council voted unanimously to approve Ordinance 23-09-28-02. Motion carried.

2:16:50 – 2:49:26

9. Discussion, consideration and possible action on third amendment to Restated Development Agreement for Tessera on Lake Travis.

Joe Crawford, Interim City Attorney gave a brief summary of the agenda item.

Mr. Robert Kauffman representing Hines / Tessera was available to answer questions and provide additional information.

Rachael Rich spoke on this agenda item.

Louise Madigan spoke on this agenda item.

On a motion by Mayor Pro-Tem Prince, seconded by Councilor Sullivan, City Council voted unanimously to table this agenda item to the regularly scheduled City Council meeting on October 19, 2023. Motion carried.

ADJOURNMENT

Mayor Tidwell adjourned the meeting at 9:56 p.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 19th day of October 2023.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 19, 2023
SUBMITTED BY:	Taylor Whichard, Public Works
SUBJECT:	Consider approval authorizing the City Manager to execute a Geographic Information Systems (GIS) services contract with LJB Engineering in the amount of \$275,465 for as-built water & sewer lines, service connections, street signs and other items described in the scope of work which were approved in the fiscal year 2024 Annual Budget.
BACKGROUND:	As a result of poor record keeping in the past, there have been a lot of water and sewer line installations within Quadrant 1 that have not been input into the City's GIS database. Instead of relying upon an individual's memory, LJB has developed a system that allows them to digitally map out a City's infrastructure.
FINDINGS:	LJB, in coordination with Public Works and a former employee of 20+ years that recently retired, the City will have updated, reliable and accurate infrastructure data in its GIS program for quadrant 1. LJB has broken the City into 4 separate quadrants, so this is a multi-year project that will most likely span across four (4) Fiscal Years depending on budgetary constraints.
FINANCIAL IMPACT:	A total of \$280,000 was budgeted in FY-24 in Account No. 30-559-6100 (PW Admin Professional Services). The attached proposal is for \$275,465.
RECOMMENDATION:	
ATTACHMENTS:	2023-09-11__GIS_Proposal__Quadrant_1.pdf 2023-09-21__LJB__Statement_of_Work.pdf



UTILITY GIS REFRESH – QUADRANT 1

TRACIE HLAVINKA, CITY MANAGER
THURSDAY, APRIL 27





April 27, 2023

Ms. Tracie Hlavinka
City Manager
5803 Thunderbird Street
Lago Vista, TX 78645

Re: Lago Vista GIS Refresh – Quadrant 1

Dear Tracie:

We appreciate the opportunity to assist the city of Lago Vista by updating their existing GIS utility data and creating user-friendly web applications for the first quadrant, as determined by LJB and the City of Lago Vista. We have developed the following understanding of the scope for the various phases of this project and a high-level schedule for implementation.

Project Understanding

The City of Lago Vista is in need of data collection and validation for its various utilities, including water distribution, sanitary sewer and stormwater assets. The city currently updates and manages its existing geodatabase but would like LJB to develop a new enterprise geodatabase to ensure location and data accuracy of its utility infrastructure assets. LJB's proposal includes on-site data collection and attribute information for surface-visible assets.

In addition to utility asset digitization, LJB will digitize street signs, streetlights, utility easements, and map grids. Scanning of easements and as-builts for the entire city will be accomplished at the city's offices by LJB personnel.

Once data has been field verified for location accuracy, LJB will create a web-based GIS application in the City of Lago Vista's Esri ArcGIS Online organization or ArcGIS Portal account. The GIS web application will include planimetric sheet attachments that are associated with water, sanitary and stormwater mains.

The city has requested LJB divide the city into quadrants for budgeting purposes. This was done by equally dividing the number of assets per quadrant and were agreed upon by the city. The quadrants are shown in **Appendix A**.



Project Approach

With our understanding of the project parameters and goals, we feel the following approach will ensure successful implementation of Lago Vista's new utility Enterprise GIS.

1. LJB will travel to the City of Lago Vista to facilitate a project kickoff meeting and to interview key stakeholders regarding existing documentation, desired goals and use of the GIS.
2. LJB will create utility map books for the public works group. These will be used for the city to markup underground utilities with missing or incorrect as-built documentation.
3. LJB will spend two days in the city field locating covered assets so they are visible during mobile LiDAR data collection. Markings will begin two days prior to data collection.
4. LJB and our partner, Spicer Group, will coordinate mobile LiDAR data collection with the city. Data collection will begin after covered assets have been marked.
5. LJB will create the enterprise geodatabase and migrate existing utility data to the new environment.
6. LJB will scan as-built and utility easement documents needed to complete the project.
7. LJB will digitize and update all attribute information for water, sanitary and stormwater data.
8. Utility web applications will be created at the beginning of quadrant 1 and will be viewable to city personnel. This will allow for full transparency during the digitization process.
9. Utility easements will be created simultaneously with utility digitization.
10. Spicer Group will field check every manhole to gather invert elevations after digitization is complete.
11. LJB will conduct virtual training and deliver best practice documents for the use of web applications.

Scope of Services

Task 1: Planning Meeting and Software Review

Fee: \$15,000

Hours: 72

- LJB will be on-site for two days to meet with key stakeholders such as public works, utility field crews and IT. The purpose of these meetings will be to discuss the city's GIS goals and ensure setup is correct at the beginning of the project. The city's CMMS will also be reviewed to ensure the feature classes, data types and domains are compatible.
- Review construction drawings, as-builts and utility easement documents provided by



the city.

- Review key areas with the city that will require the most field verification.
- Review utility AutoCAD data that can be imported into the geodatabase.
- Establish editing privileges and the editable features and feature attributes within the GIS web applications.

Task 2: Scanning of As-builts and Easements

Fee: \$29,310

Hours: 152

- LJB will scan all sanitary, water and stormwater as-builts, as well as utility easements associated with the project. Scanning will be performed at the city and scanned to the city's network that LJB can access through VPN to add documents as attachments. LJB will work with the city to coordinate scheduling and to get access to the city's scanner.
- The city will inform LJB of the single page planimetric as-built sheet naming schema.

Task 3: Geodatabase Creation

Fee: \$23,660

Hours: 188

- LJB will create a new enterprise geodatabase using Esri's utility network schema for the water, sanitary and stormwater feature layers. Esri's utility network will be implemented to provide connectivity for water and sanitary modeling.
 - The following feature classes will be created:
 - Water: Main, Fire Hydrant, System Valve, Control Valve, Fitting, Curb Stop, Meter, Network Structure
 - Sanitary: Main, Manhole, Control Valve, Network Structure, Cleanouts
 - Stormwater: Main, Manhole, Open Ditch Channel, Culverts
 - Streetlights
 - Street Signs
 - Road Centerlines
 - Utility Easements
-
- City Grid
 - Domains will be enabled on specific feature class attribute values to provide dropdown menus for better data accuracy and queries.
 - All features will be given an ASSETID field, which is the unique identifier to prevent feature duplication.
-
- All features will include editor tracking to show the last date a feature was updated and the person responsible for the update.



- The city's existing geodatabase data will be migrated into the new enterprise geodatabase.

Task 4: Data Collection

Fee: \$99,945

Hours:

- LJB is partnering with Spicer Group to perform mobile LiDAR to reduce field data collection time for collecting the location of visible assets.
- LJB will have two people on-site for two full days marking assets not visible from the roadway. Any assets that are buried at the end of the two days on-site will be the responsibility of the city.
- Each manhole will be opened to collect invert elevations.
- All features collected will be given a ground elevation.
- The following assets will be collected if visible by LiDAR:
 - Manholes
 - Hydrants
 - Valves
 - Water Meters
 - Water Curb Stops
 - Driveway Culverts
 - Signs
 - Streetlights

Task 5: Georeferencing & Utility Data Digitization

Fee: \$83,500

Hours: 636

- LJB will need network accessibility to obtain as-built planimetric and profile sheets for water, sanitary and stormwater infrastructure, as well as easements, that the city would like in the GIS web mapping application. All planimetric sheets will need to be a single page.
- Water, sanitary and stormwater planimetric as-built sheets will be georeferenced according to the GPS points if needed for digitization. Georeferencing will take place after field data collection has been completed. After planimetric sheets have been georeferenced, sanitary, water and stormwater assets will be digitized.
- All water, sanitary and stormwater features will be digitized in a geodatabase according to data collection, planimetric sheets and orthophotography.
- Attribute information will be added to each feature according to planimetric drawings.
- Planimetric drawings will be attached to pipe features only.



- Sanitary mains will be drawn from the upstream manhole to the downstream manhole to enable flow direction that will produce arrows on the mains. The utility network will be configured to create flow arrows.
- LJB will perform quality assurance to ensure that all records are complete, and that data adheres to conditional logic pre-applied to the datasets. This quality assurance will ensure that the resulting dataset is accurate.
- LJB will update digitized water, sanitary and stormwater main datasets to demonstrate network connectivity as surface features are field-verified and as-builts are georeferenced for field-verified locations.
- LJB will ensure all line and point features are snapped to provide connectivity.
- Water mains will be split at every main line tee, cross, and system valve.
- Sanitary mains will be split at every manhole.

Task 6: Utility Easement Digitization

Fee: \$16,250

Hours: 125

- Utility easements will be digitized according to as-builts or easements.
- An easement line feature class will be created to represent the utility easement.
- The easement document will be attached to the easement feature class.
- LJB will need network access to all easements.

Task 7: GIS Web Application Development

Fee: \$7,800

Hours: 54 hours

- LJB will develop five online web-based GIS applications that city employees can access via computer, smartphone, or tablet device that will be added to an ArcGIS HUB site. These applications do not require software to be installed on the end user's computer and are designed with ease-of-use in mind. The following applications will be created:
 - Water
 - Sanitary Sewer
 - Stormwater
 - Streets, Road Centerlines, Streetlights and Street Signs
 - A web map with all features
- LJB will develop a land-based web application that will host data that does not include sanitary, water and stormwater, and will be accessible through the city's HUB site.
- The GIS application(s) will feature various layers of asset and utility data, streets,



streetlights, street signs, and map grid, all of which can be edited by the end user to ensure up-to-date record keeping. Aerial imagery will be view-only. All data within the GIS application can be queried, filtered, and searched so users can easily find and visualize data within context. The applications contain tools for printing maps, measuring features, and exporting GIS data as spreadsheets.

- LJB will ensure that feature information in the web GIS is easy to read and understand, developing popups that provide the user with relevant information and attachments.
- Best practice documents will be included with all five GIS web applications.
- Virtual training will be conducted to ensure end users are comfortable with the functionalities of the web applications.

Project Deliverables

- The City of Lago Vista will receive a new and completely updated enterprise geodatabase, which will include all utility easements, map grids, water, sanitary sewer, stormwater, streetlights, and street signs, with their updated attributes for quadrant 1.
- Using Esri's Experience Builder, LJB will create five GIS web applications and add them directly into the City of Lago Vista's ArcGIS Online Organization. All water, sanitary and sewer features will be added to this web-based application and will use the City of Lago Vista's basemaps, if available.
- Before utility features are updated by LJB, public works will be given a PDF map book divided into pages by a grid created by LJB, featuring existing utility feature layers provided by the city.
- Preconfigured quality control checks will be created in the city's enterprise geodatabase and will be accessible to the city through ArcGIS Pro.
- All utility easements and utility as-builts will be scanned for the entire city and placed on the city's network.
- Virtual web application training will be conducted to ensure key stakeholders are comfortable with the use of web mapping applications.

Project Assumptions

- The city will have ArcGIS Enterprise configured and ready for LJB to create an enterprise geodatabase at the start of the project.
- LJB will need access to the city's network to obtain as-built drawings and utility easements that will need added as an attachment to its GIS web application.
- City personnel will provide LJB with all known as-built and utility easement documentation encompassing the entire city.
- The utility mains will have a single as-built PDF attached for easy document accessibility.
- LJB will continue to use the city's ArcGIS Enterprise through a VPN and remote



desktop. Usernames and passwords will need to be created for LJB staff to use ArcGIS Pro and ArcGIS Online.

- LJB will need a point of contact within the City of Lago Vista for support, if needed.
- LJB will host virtual monthly progress meetings.
- Two LJB employees will be on-site to field locate as many non-visible assets as possible. This will be done within three days prior to data collection. The city is responsible for locating the remainder of assets, if needed. The timeline will be coordinated with the city and LJB/Spicer Group.
- Excavation of any assets will be the city's responsibility.
- The deliverable does not include updating any existing GIS web applications, MXDs or project files to source the data in the new enterprise geodatabase.
- Training will be performed at the completion of quadrant 1.

Clarifications and Exclusions

- The physical location of water, sanitary and stormwater mains are not guaranteed. This data will be derived from planimetric sheet digitization and should not be used for survey locates or relied upon for locational accuracy.
- Tasks 1, 2, 3 and 7 will not be needed for future project phases.
- The proposal fee is valid for 90 days after the submittal date.
- Assets that are buried or not visible to the LiDAR scanner, must be marked prior to the LiDAR scanning.
- All scanning of as-builts and easements must be completed before digitization or Lidar can be performed.

Fee & Schedule

LJB proposes to complete the utility GIS for quadrant 1, scanning of easement and as-built documentation for the entire city, web app development and training within 12 months of the start date for a fee of **\$275,465**.

We look forward to the opportunity to work with the city in enhancing its infrastructure management and promoting its sustainable growth. To authorize this work, simply sign on the line below to begin the contracting process. If you have any questions, please contact me at KHaws@LJBInc.com or (937) 259-5172.

Sincerely,
LJB Inc.

Kelly Haws, M.S., GISP
GIS Project Manager



cc: Nathan Shepherd, Senior Project Manager – Spicer Group

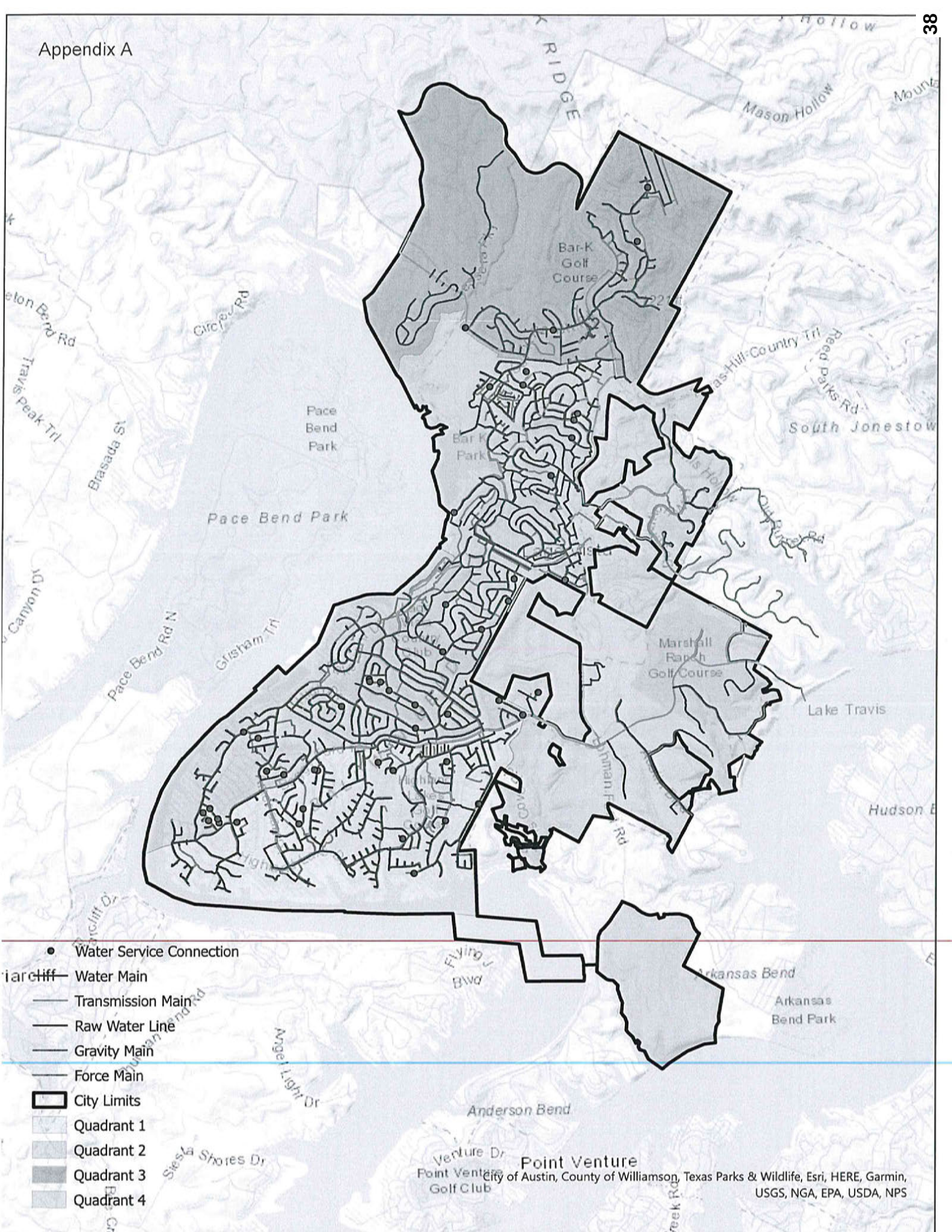
AUTHORIZATION

Your signature below authorizes LJB to begin the scope of services outlined and permits us to invoice City of Lago Vista for the fees stated within this proposal. We anticipate that a formal professional services agreement will be executed upon receipt of this authorization.

Name

Date

The person signing on behalf of their respective party represents that he or she is legally authorized to sign on behalf of said party



- Water Service Connection
- Water Main
- Transmission Main
- Raw Water Line
- Gravity Main
- Force Main
- ▭ City Limits
- ▭ Quadrant 1
- ▭ Quadrant 2
- ▭ Quadrant 3
- ▭ Quadrant 4



Statement of Work No. 0125092A.00

This Statement of Work is incorporated into and governed by the Master Agreement dated September 21, 2023 between LJB Inc. ("LJB") and the City of Lago Vista ("Client").

1. Services and project description

LJB will create an enterprise geodatabase for utility assets, including water, sanitary, stormwater, street signs, streetlights, and road centerlines. Lidar data collection and utility digitization will be performed for quadrant 1 of the city. LJB will also perform on-site document scanning, GIS application development and training.

2. Principal contacts

- a. The project manager for LJB for this Statement of Work is:

Name: Kelly Haws

Telephone number: 937-259-5172

Alternate telephone number: 513-850-4428

Email address: khaws@ljbinc.com

- b. The principal contact for the Client for this Statement of Work is:

Name: Tracie Hlavinka

Telephone number: 512-267-1155 Ext.100

Alternate telephone number: _____

Email address: Tracie.hlavinka@lagovistatexas.gov

3. Schedule

- a. Commencement Date: November 1, 2023
b. Statement of Work Expiration Date: October 31, 2024

4. Charges for the services \$275,465

5. Personnel

- a. Key client personnel: Tracie Hlavinka
b. Other client personnel: Taylor Whichard

6. This Statement of Work is dated and made effective as of: November 1, 2023.

The parties have executed this Statement of Work below by signature of their authorized representatives.

CLIENT

LJB

City of Lago Vista

LJB Inc.

By: _____

By: _____

Name: Tracie Hlavinka

Name: Tom Laubie

Title: City Manager

Title: Principal

Date: _____

Date: _____

The person signing on behalf of their respective party represents that he or she is legally authorized to sign on behalf of said party.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 19, 2023
SUBMITTED BY:	Taylor Whichard, Public Works
SUBJECT:	Consider approval of Resolution 23-2017, a resolution authorizing an agreement for a Local On-System Improvement (LOSA) project with the State of Texas for the construction of a new entrance to Sunset Park on RM-1431.
BACKGROUND:	As part of TxDOT's arduous approval process to modify lane striping and install a driveway, they required a resolution approved through City Council stating that Lago Vista is the funding entity and authorizing the City Manager to execute any required agreement between TxDOT and CoLV.
FINDINGS:	We are nearing the end of the approval process through TxDOT, and this resolution is one of several items needed.
FINANCIAL IMPACT:	N/A. Once the plans are approved with TxDOT and formal RFP will be produced for the construction of this driveway entrance.
ATTACHMENTS:	2023-09-27__Resolution__TxDOT__LOSA_Requirement__Final.pdf 2023-10-09__TxDOT_LOSA_Agreement.pdf 2023-10-09__TxDOT_LOSA_Agreement__Attachment_A__Location_Map.pdf 2023-10-09__TxDOT_LOSA_Agreement__Attachment_B__Budget.pdf

CITY OF LAGO VISTA, TEXAS

RESOLUTION NO. 23-2017

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS AUTHORIZING AN AGREEMENT FOR A LOCAL ON-SYSTEM IMPROVEMENT PROJECT WITH THE STATE OF TEXAS FOR THE CONSTRUCTION OF A NEW ENTRANCE TO SUNSET PARK ON RM-1431 AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO COMPLETE THIS TRANSACTION.

WHEREAS, the City of Lago Vista, Texas desires to construct a safer entrance to Sunset Park on RM 1431, and

WHEREAS, the City of Lago Vista, Texas has allocated Capital Improvement Program funds in Fiscal Year 2024 to cover 100% of the costs for the new entrance, and

WHEREAS, the City of Lago Vista, Texas will not build this entrance until TxDOT's plan approval has been obtained, and

WHEREAS, appropriate City staff members, and consultants will ensure the entrance and modifications to RM 1431 are constructed in strict accordance to the approved plans.

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

THAT, the City Council of the City of Lago Vista, Texas declares the intent to enter into an agreement with the State of Texas to construct a safer entrance to Sunset Park and authorizes the City Manager to execute all documents necessary to complete this transaction.

AND, IT IS SO RESOLVED. PASSED AND APPROVED this 19th day of October 2023.

ATTEST:

Ed Tidwell, Mayor

Lucy Aldrich, City Secretary

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

CSJ #	1378-01-053
District #	14
Code Chart 64 #	23025
Project Name	Driveway and Restriping of FM 1431 at Sunset Park entrance

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT **For A** **LOCAL ON-SYSTEM IMPROVEMENT PROJECT**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the “State”, and the **City of Lago Vista**, acting by and through its duly authorized officials, called the “Local Government.” The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522**, authorizing the State to accept Local Government funded projects performed on the state highway system. The project covered by this Agreement includes only work within the state right of way as described in the Agreement, Article 2, Scope of Work (Project); and,

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **October 19, 2023**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C) for the improvement covered by this Agreement. A map showing the Project location appears in Attachment A, Project Location Map (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completed Project is accepted by the State or unless terminated as provided below.

CSJ #	1378-01-053
District #	14
Code Chart 64 #	23025
Project Name	Driveway and Restriping of FM 1431 at Sunset Park entrance

2. Scope of Work

The Project consists of design and construction of a new entrance on RM 1431 at Sunset Park from 500 ft. east of Sunset Park to 300 ft. of Warbler Vista Trails, including restriping of RM 1431 within project's limit to consider for left turn lane, in the City of Lago Vista, Texas as shown on Attachment A.

3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment B, Local On-System Improvement Project Budget (Attachment B), which is attached to and made a part of this Agreement. The estimated funds from the Local Government are shown in Attachment B. The State will pay for no Project costs performed by or managed by Local Government under this Agreement.
- B. Attachment B shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property (right of way); (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other Project costs.
- C. The Local Government shall be solely responsible for all of its costs associated with the Project provided for in this Agreement. The Local Government shall be responsible for cost overruns for the Project in excess of the estimated amount to be paid by the Local Government on Attachment B. The Local Government shall also be responsible for direct and indirect costs incurred by the State related to performance of this project if so indicated on Attachment B. If the State determines that the on-system improvements are of significant operational benefit to the State, the State may waive its direct or indirect costs. The State's waiver of its direct or indirect costs shall be indicated on Attachment B by showing the State as responsible for these costs. When the Local Government is responsible for the State's direct or indirect costs, the amount indicated on Attachment B is a fixed fee and not subject to adjustment except through the execution of an amendment to this Agreement.
- D. Prior to the performance of any engineering review work by the State, the Local Government shall pay to the State the amount of direct and indirect State costs specified in Attachment B.
- E. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Financial Management Division. The funds shall be deposited and managed by the State and are not refundable.
- F. The Local Government will begin construction on the Project within 12 months after execution of the Agreement.
- G. The Local Government will complete construction and receive the State's acceptance of the project within 36 months after the date the State authorizes in writing for the Local Government to commence construction of the Project.
- H. If the Local Government chooses not to or fails to complete the work once construction on the Project commences, the State may terminate this Agreement in accordance with paragraph 4.C. below. The State may address unfinished construction work as it

CSJ #	1378-01-053
District #	14
Code Chart 64 #	23025
Project Name	Driveway and Restriping of FM 1431 at Sunset Park entrance

determines necessary to protect the interests of the State, which includes returning the Project area to its original condition or completing the work using State forces or contractors. The Local Government shall pay all costs incurred by the State under this provision.

4. **Termination of this Agreement**

This Agreement shall remain in effect until the Project is completed and accepted by the State, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The State terminates the Agreement in writing due to the Local Government's failure to comply with paragraphs 3.F or 3.G; or
- C. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party.

5. **Amendments**

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment. Amendments may not include the addition of State or Federal funds. If any funds other than Local Government funds are proposed, this Agreement must be terminated and a new agreement with appropriate terms and clauses executed in its place.

6. **Remedies**

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. **Architectural and Engineering Services**

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. The Project design shall, at a minimum conform to applicable State manuals.

The State shall review the plans, specifications, and estimates provided by the Local Government upon completion or at any time deemed necessary by the State. Should the State determine that the complete plans, specifications, and estimates for the Project are not acceptable, the Local Government shall correct the design documents to the State's satisfaction. Should additional specifications or data be required by the State, the Local Government shall redesign the plans and specifications to the State's satisfaction. The costs for additional work on the plans, specifications, and estimates shall be borne by the Local Government.

8. **Environmental Assessment and Mitigation**

Development of a transportation project must comply with applicable environmental laws. The Local Government is responsible for:

CSJ #	1378-01-053
District #	14
Code Chart 64 #	23025
Project Name	Driveway and Restriping of FM 1431 at Sunset Park entrance

- A. The identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for development of all required environmental documents and obtaining all required permits and approvals.
- D. The preparation of documents required for the environmental clearance of the Project.

Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances and approvals have been obtained.

9. Right of Way and Real Property

The Local Government shall acquire all required right of way and necessary right of entry for performance of the Project in accordance with applicable requirements of the Texas Department of Transportation Right of Way Manual, State law, and Federal law governing the acquisition of real property including but not limited to Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C.A. Section 4601 et seq. Right of way acquired for improvements to the state highway system shall be acquired in the name of the State. Local Government shall provide right of entry to State personnel and its authorized representatives to areas off the state highway system throughout the duration of the Project for the State to perform inspection and oversight of the Project.

10. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities for the Project in accordance with applicable State and Federal laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures.

11. Compliance with Texas Accessibility Standards and ADA

Local Government shall ensure that the plans for and the construction of the Project are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

12. Construction Responsibilities

- A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Project plans and specifications for improvements on the state highway system must be approved by the State prior to advertising for construction. Upon selection of a contractor and prior to commencing construction

CSJ #	1378-01-053
District #	14
Code Chart 64 #	23025
Project Name	Driveway and Restriping of FM 1431 at Sunset Park entrance

within the state highway system right of way, the Local Government shall request and obtain written authorization to commence construction of the Project from the State. The Local Government will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the construction is accomplished in accordance with the approved plans and specifications. All construction change orders impacting the proposed improvements, traffic control, environmental mitigation, or drainage on the state highway system require written pre-approval by the State prior to execution by the Local Government.

- B. Upon completion of the Project, the Local Government will issue and sign a "Notification of Completion" acknowledging the Project's construction completion. A copy will be provided to the State prior to State's final acceptance of the improvements.
- C. Prior to the State's acceptance of the improvements on the state highway system, Local Government shall furnish to the State written certification from a Texas Registered Professional Engineer that the Project was constructed in substantial compliance with the Project's plans, specifications, and quality assurance requirements.

13. Project Maintenance

After Local Government completion of the work and acceptance by the State, the State will be responsible for maintenance of the improvements within the state highway system right of way outside the boundaries of an incorporated city. This obligation may be fulfilled through other agreements signed by the State.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government	State
City of Lago Vista Director of Public Works 5803 Thunderbird St. Lago Vista, TX 78645	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

CSJ #	1378-01-053
District #	14
Code Chart 64 #	23025
Project Name	Driveway and Restriping of FM 1431 at Sunset Park entrance

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this Agreement, copies of all documents and data prepared under this Agreement by the Local Government for improvements within the state highway system right of way shall be provided to the State prior to State acceptance of the Project without restriction or limitation on their further use. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any Project information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred and engineering inspection and testing services performed under this Agreement and shall make such materials available to the State and the Local Government or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

21. Insurance

Before beginning work on the state highway system, the Local Government and its contractor performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on state right of way. Self-insurance documentation acceptable to the State may be substituted for all or part of the coverage's required for the Local Government. This coverage shall be maintained until all work on the state right of way is complete. If coverage is not maintained, all work on state right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

CSJ #	1378-01-053
District #	14
Code Chart 64 #	23025
Project Name	Driveway and Restriping of FM 1431 at Sunset Park entrance

22. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with all applicable Federal and State nondiscrimination statutes and authorities.

23. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Kenneth Stewart

Tracie Hlavinka

Typed or Printed Name

Typed or Printed Name

Director of Contract Services

City Manager

Typed or Printed Title

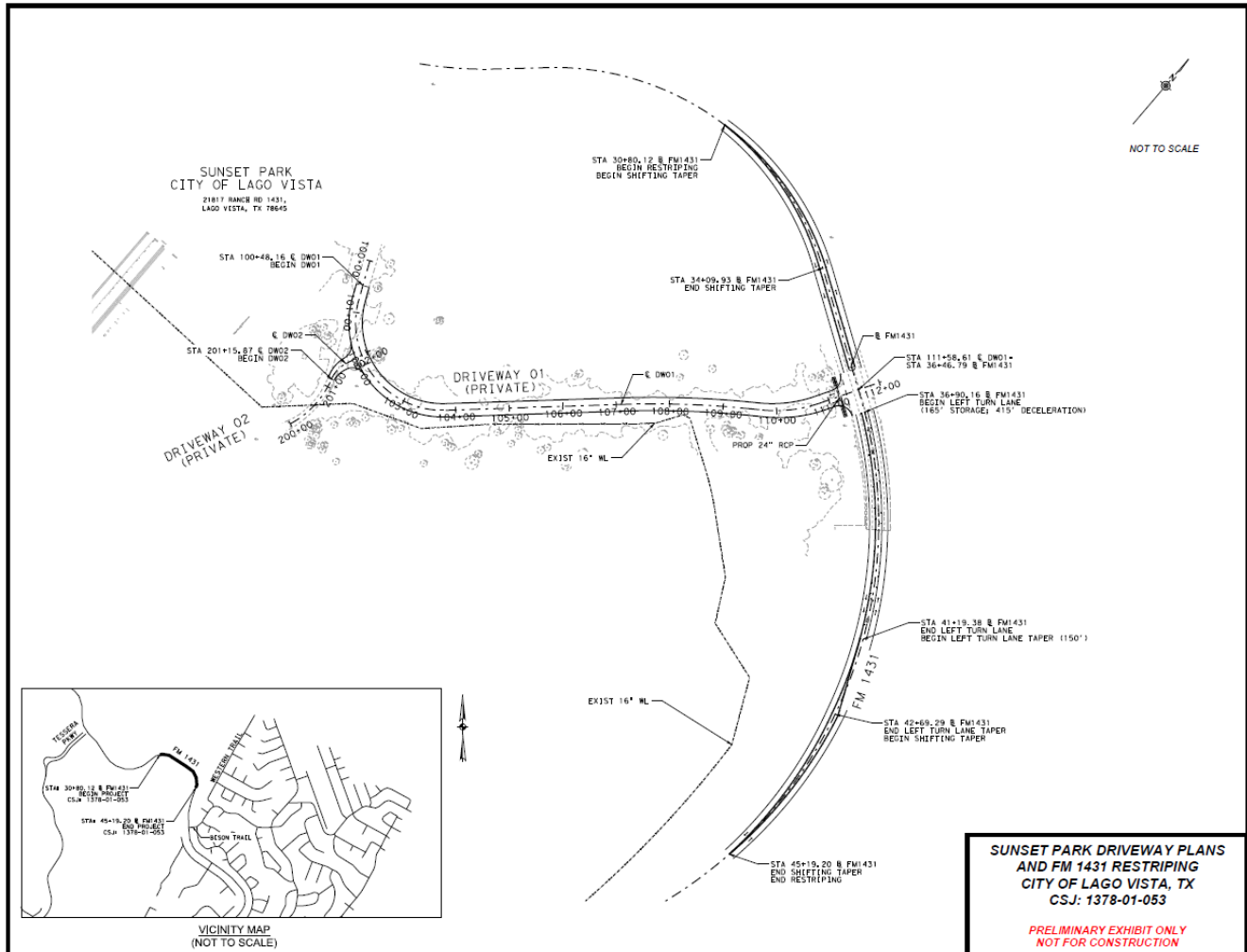
Typed or Printed Title

Date

Date

CSJ #	1378-01-053
District #	14
Code Chart 64 #	23025
Project Name	Driveway and Restriping of FM 1431 @ Sunset Park entrance.

ATTACHMENT A PROJECT LOCATION MAP



CSJ #	1378-01-053
District #	14
Code Chart 64 #	23025
Project Name	Restriping RM1431 at new Sunset Park entry

ATTACHMENT B
LOCAL ON-SYSTEM IMPROVEMENT PROJECT BUDGET
(Locally Funded and Performed Project)

The Local Government is responsible for 100% of the costs allocated to it as described below, including overruns.

Description	Estimated Costs	Subtotals
PROJECT PHASES: Work performed by the Local Government or its Consultant or Contractor		
Environmental	\$0	
Right of Way	\$0	
Engineering	\$100,000	
Utility Work	\$	
Construction	\$122,215	
Subtotal for Project Phases		\$222,215
DIRECT STATE COSTS:	Paid By: ☐ Local Government ☒ State	
Environmental	\$1,111	
Right of Way	\$278	
Engineering	\$1,667	
Utility Work	\$278	
Construction	\$7,778	
Subtotal for Direct State Costs		\$11,112
INDIRECT STATE COSTS:	Paid By: ☐ Local Government ☒ State	
Subtotal for Indirect State Costs		\$10,222
TOTAL ESTIMATED COST OF PROJECT		\$243,548

\$0.00	Fixed price amount of payment by the Local Government to the State for the State's direct and indirect costs as stated in Article 3, C and D of the Agreement.
---------------	--



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 19, 2023

SUBMITTED BY: Tracie Hlavinka, City Council

SUBJECT: Consider approval of Resolution 23-2018, a resolution of the City of Lago Vista extending the City Manager employment contract from October 31, 2023, to October 31, 2025.

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, allowing for evaluation after the end of the Fiscal Year each September. 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: 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, 2025. City Council will perform the City Manager's annual review during September and October 2024.

FINANCIAL IMPACT: The City must pay the compensation included in the agreement.

ATTACHMENTS:

[23-2018_Resolution_Extending_the_City_Manager_Contract_.pdf](#)
[2023.10.12 CM Agreement - Hlavinka.pdf](#)

**CITY OF LAGO VISTA, TEXAS
RESOLUTION No. 23-2018**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS EXTENDING THE CITY MANAGER EMPLOYMENT CONTRACT FROM OCTOBER 31, 2023 TO OCTOBER 31, 2025.

WHEREAS, the City of Lago Vista is a home rule municipality, operating in accordance with the City Charter as amended in November 2018; and

WHEREAS, in accordance with Section 1.02 of the City Charter, the City has a Council-Manager form of government; and

WHEREAS, Sections 1.02 and 4.01 of the City Charter require the City Council to appoint a City Manager, and

WHEREAS, the Council appointed Tracie Hlavinka to serve as the City Manager of Lago Vista on June 17, 2021; and

WHEREAS, the Council conducted the City Manager's annual reviews in the late summer/early fall of 2022 and in September 2023; and

WHEREAS, it is the Council's desire to extend City Manager Tracie Hlavinka's employment contract with the City of Lago Vista, increase compensation paid under such agreement and confer all of the duties, responsibilities and authority assigned the position under the City Charter.

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

THAT, the City Council of the City of Lago Vista, Texas, does hereby extend City Manager Tracie Hlavinka's employment contract with the City of Lago Vista as provided in the attached Amended Employment Agreement and authorizes the execution of such agreement by the Mayor.

AND, IT IS SO RESOLVED.

PASSED AND APPROVED this 19th day of October 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.

AMENDED EMPLOYMENT AGREEMENT

This agreement is made and entered into this ___ day of October, 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, 2025. 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 eighty-one thousand five hundred dollars (\$181,500.00) payable through the payroll system at the same time as other employees of the CITY are paid generally. 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

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. 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.

F. 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

*For purposes of this Severance Schedule, the EMPLOYEE will have a start date of July 14, 2021.

- (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 she 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. 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.
2. 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.
3. 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

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 19, 2023
SUBMITTED BY:	Taylor Whichard, Public Works
SUBJECT:	Discussion, consideration, and possible action regarding Ordinance 23-10-19-01; an ordinance of the City of Lago Vista, Texas, amending Ordinance No. 18-06-21-06, Chapter 13, "Utilities," and Article 13.1100 "Domestic Water Drought Contingency Plan," providing an effective date, repealer, severability, proper notice and open meetings clause.
BACKGROUND:	As part of the City's water purchasing contract with LCRA, the City was required to update both the Water Conservation Plan and the Drought Contingency Plan.
FINDINGS:	The biggest changes made to this update were the supply triggers and enforcement provisions which are outlined below. The updated supply triggers now coincide with surrounding municipalities and LCRA's recommendations. 1. Stage 1 - Was changed to 1.4 Million Acre-ft from 900,000 Acre-ft. No changes were made to the two days per week irrigation schedule. 2. Stage 2 - Was changed to 900,000 Acre-ft from 750,000 Acre-ft. Irrigation restrictions are now at once-per-week. 3. Stage 3 - Was changed to 750,000 Acre-ft from 600,000 Acre-ft. Irrigation restrictions are still at once-per-week but limited to a 6-hour window. 4. Stages 4 & 5 - No revisions were made to these supply triggers and restrictions. Enforcement Provisions, which are in Section 6 of the DCP have been changed to an administrative process instead of criminal actions being taken against violators. The intent of this section is to allow City staff to administratively include fines in the customer's monthly water bill for immediate compliance. The City's new AMI metering system will be used to identify violators as it provides daily water consumption. This section may require discussion between Council and the City Attorney to determine the best process for successful enforcement.

FINANCIAL IMPACT: N/A

ATTACHMENTS:

[23-10-19-01 Amend Chapter 13, Article 13.1100 Drought Contingency Plan.pdf](#)

[2023.10.12 clean_DCP.pdf](#)

[2023.10.12 redline_DCP.pdf](#)

ORDINANCE NO. 23-10-19-01

AN ORDINANCE OF THE CITY OF LAGO VISTA, TEXAS, AMENDING ORDINANCE NO. 18-06-21-06, CHAPTER 13, "UTILITIES," AND ARTICLE 13.1100 "DOMESTIC WATER DROUGHT CONTINGENCY PLAN," PROVIDING AN EFFECTIVE DATE, REPEALER, SEVERABILITY, PROPER NOTICE AND OPEN MEETINGS CLAUSE.

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

WHEREAS, State law requires all levels - state, regional and local - to undertake plans to address droughts and water conservation; and

WHEREAS, to support such regulatory requirement, municipalities are required to adopt drought contingency plans for municipal water customers; and

WHEREAS, The City Council of the City of Lago Vista wishes to implement this ordinance into the City's code of ordinances; and

WHEREAS, desires to promote the conservation of the natural resource of water at all times but especially during times of drought and emergency conditions and believes in planning for such events; and

WHEREAS, LCRA requested minor changes to the City's Drought Contingency Plans.

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

SECTION 1. FINDINGS. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. MODIFICATION. The City Council of the City of Lago Vista, Texas, does hereby amend Chapter 13, Article 13.1100, Code of Ordinances by deleting such article in its entirety and adopting in its place, the draft as shown in the attached Exhibit "A". The City Secretary is authorized to modify the formatting and numbering of the Exhibit for purposes of publication.

SECTION 3. SEVERABILITY. If any provision, section, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remaining portions of this Ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council of the City of Lago Vista in adopting, and of the Mayor in approving this Ordinance, that no

portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any portion, provision or regulation.

SECTION 4. CONFLICTING ORDINANCES. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the city, the terms and provisions of this ordinance shall govern.

SECTION 5. EFFECTIVE DATE. This Ordinance shall be and become effective immediately upon and after its passage as may be required by governing law.

SECTION 6. OPEN MEETING. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, *Chapter 551, Tex. Gov't Code*.

AND, IT IS SO ORDERED.

ADOPTED AND APPROVED on this 19th day of October, 2023 by a vote of the City Council of the City of Lago Vista, Texas.

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”

Drought Contingency Plan

For



The City of Lago Vista

Municipal Purchased Water Customers

Prepared by

Taylor M. Whichard
Director of Public Works

October 3, 2023

Table of Contents

Definition	3
Section 1 Declaration of Policy, Purpose, and Intent.....	6
Section 2 Public Education.....	6
Section 3: Permanent Purchased Water Use Restrictions.....	6
Section 4 Initiation, Restrictions, & Termination of Drought Response Stages.....	7
Normal Water Storage Conditions.....	7
STAGE 1 Moderate Water Shortage Conditions (Mandatory Measures).....	8
STAGE 2 Moderate Water Shortage Conditions (Mandatory Measures).....	9
STAGE 3 Severe Water Shortage Conditions (Mandatory Measures).....	11
STAGE 4 Severe Water Shortage Conditions (Mandatory Measures).....	13
STAGE 5 Emergency Water Conservation Conditions.....	15
Section 5 Wholesale Purchased Water Customers	16
Section 6 Enforcement	17
Section 7 Variances	19
Section 8 DCP Updates	20
Section 9 Notification to LCRA	20
Section 10 Implementation.....	20
Appendix A CoLV Purchased Water Irrigation Schedule	22
Appendix B Summary of CoLV Water Demand, Supply, and Emergency Restriction Stages.....	24

City of Lago Vista

DROUGHT CONTINGENCY PLAN

Definitions:

AF: an **Acre-Foot** is a unit of volume equal to the volume of a sheet of water one acre (0.405 hectare) in area and one foot (30.48 cm) in depth; 43,560 cubic feet (1233.5 cu m).

Aesthetic Purchased Water Use: purchased water used for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Alternate Water Supply: water not distributed by the CoLV, including rain water, reuse water, and gray water.

Automatic Irrigation: the operation of an irrigation system with no or minimal manual intervention besides surveillance. This includes drip, sprinkler, and surface irrigation systems that utilize timers, sensors, computers, or mechanical devices.

CoLV: the **City of Lago Vista** is a city located in Northwest Travis County, Texas, United States.

Commercial and Institutional Purchased Water Use: purchased water use which is integral to the operations of commercial and non-profit establishments and government entities such as retail establishments, hotels, motels, restaurants and office buildings. This does not include purchased water used strictly for aesthetic purposes.

Conservation: those practices, techniques, and technologies that reduce the consumption of purchased water, reduce the loss of purchased water, improve the efficiency in the use of purchased water, or increase the recycling and reuse of purchased water so that the water supply is conserved and made available for future or alternative uses.

Customer: any CoLV resident, person, company, or organization using purchased water supplied by the CoLV.

DCP: a **Drought Contingency Plan** is a strategy or combination of strategies for monitoring the progression of a drought and preparing a response to potential water supply shortages resulting from severe droughts or other water supply emergencies.

Domestic Water Use: purchased water used for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence.

Drip Irrigation: is a form of irrigation that saves water and fertilizer by allowing water to drip slowly to the roots of many different plants onto the soil surface thru a network of valves, tubes, pipes, and emitters.

Driving Range: an area where golfers can practice their golf swings.

Drought Fee: a temporary purchased water utility rate surcharge for meeting the CoLV's short term financial requirements caused by a loss of revenues due to extended purchased water restrictions.

DWDOR: the **Drought Worse than Drought Of Record** is any time period drier than the 1947-57 drought previously considered the worst on record. The Highland Lakes include Lakes Travis, Buchanan, Inks, LBJ and Austin. Lakes Travis and Buchanan are surge lakes and serve as the primary water supply for the CoLV and several other Central Texas cities.

Fairways: The area of a golf course between the teeing area and the greens.

Greens: an area of closely trimmed grass surrounding the hole.

Hand-watering: hand-watering refers to the application of purchased water for irrigation purposes through a hand-held hose or watering container. A person must be physically holding the hose or container. Watering by hand cannot occur unattended.

Hose-end Sprinkler: irrigation of a landscaped area utilizing an above ground hose and a hose-end sprinkler.

Industrial Water Use: the use of purchased water in processes designed to convert materials of lower value into forms having greater usability and value.

In-ground Irrigation System: a system of underground pipes attached to sprinkler heads used to irrigate landscaped areas.

Landscape Irrigation Use: purchased water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, recreation areas, and rights-of-way and medians.

LCRA: the **Lower Colorado River Authority** is a nonprofit public utility created in November 1934 by the Texas Legislature. LCRA's mission is to enhance the lives of the Texans it serves through water stewardship, energy and community service.

Non-essential Water Use: purchased water uses that are not essential or required for the protection of public health, safety, and welfare including:

- irrigation of landscape areas, including parks, athletic fields, recreation areas, and golf courses, except otherwise provided under this Plan.

- use of purchased water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle.
- use of purchased water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas.
- use of purchased water to wash down buildings or structures for purposes other than immediate fire protection.
- flushing gutters or permitting purchased water to run or accumulate in any gutter or street;
- use of purchased water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, and Jacuzzi-type pools.
- use of purchased water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life.
- failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).
- use of purchased water from hydrants for construction purposes or any other purposes other than firefighting.

Purchased Water: raw water or potable water purchased from the CoLV.

Putting Green: an area of closely trimmed grass surrounding practice holes.

Reuse Water: reclaimed water such as graywater, effluent from a wastewater treatment plant, or flushing water from a water distribution system.

Roughs: An out of bound area adjacent to the fairways.

TCEQ: the Texas Commission for Environmental Quality is the environmental agency for the state of Texas and the fourth largest environmental agency in the United States. TCEQ strives to protect Texas' public health and natural resources consistent with sustainable economic development.

Teeing area: is an area where a player starts the hole by striking the ball.

Water Curtailment Plan: a plan to reduce the supply of water being provided by LCRA through a diversion contract by reducing the amount of water served under the contract for a specific period of time. Curtailment may occur during drought or other emergency conditions.

Wholesale Purchased Water Customer: an entity that purchases bulk water for construction purposes or resale to agricultural, residential, commercial, industrial, or governmental end users.

Section 1: Declaration of Policy, Purpose, and Intent

LCRA provides contracts to customers for water supply. In cases of extreme drought, periods of abnormally high usage, system contamination, or extended reduction in ability to supply water due to equipment failure, LCRA may require water customers to institute temporary restrictions to limit non-essential purchased water usage. The purpose of the Municipal Customers DCP is to encourage a reduction of purchased water use by the municipal customers in order to maintain supply, storage, pressure or to comply with the requirements of a court, government agency or other authority.

All LCRA firm water users are required to develop and formally adopt drought contingency plans for their own systems in accordance with Title 30 Texas Administrative Code Sections 288.20 and 288.22. The water supply triggers and target reduction goals for the municipal customers must be consistent with the LCRA DCP. The CoLV must develop and formally adopt a revised Municipal Customers DCP every 5 years consistent with the LCRA DCP.

Section 2: Public Education

The CoLV will periodically provide its employees, members, and the general public with information about this DCP, including the importance of the plan, information about the conditions under which each stage of the plan is to be initiated, processes to reduce purchased water usage, and impending or current drought conditions.

Drought plan information will be provided by means of: meetings with staff, newsletter articles, brochures at City Hall, bill stuffers, social media, and the CoLV web site.

Section 3: Permanent Purchased Water Use Restrictions

The following restrictions apply to all CoLV purchased water customers on a year-round basis, regardless of water supply or water treatment plant production conditions. According to the restrictions, a purchased water user shall not:

- A. Fail to repair a controllable leak including:
 - a broken sprinkler head.
 - a leaking valve.
 - leaking or broken pipes.
 - a leaking faucet.
- B. Operate an irrigation system with:
 - a broken sprinkler head.
 - a sprinkler head that is out of adjustment and the arc of the spray head is over a street, parking area, or any other impervious surface.
 - a sprinkler head that is fogging or misting because of excessive water pressure.

- C. During irrigation, allow purchased water to:
- run off a property and form a stream of purchased water in any street, driveway, or parking area.
 - pool on any impervious surface such as a street, driveway, or parking area.

Section 4: Initiation, Restrictions, & Termination of Drought Response Stages

- **Monitoring.** The City Manager shall monitor water supply and demand conditions on a regular basis and shall determine when conditions warrant initiation and termination of each stage of water conservation measures in accordance with this DCP and advise the City Council of same. Water supply conditions will be determined by the source of supply, system capacity, and weather conditions. Water demand will be measured by the peak daily demands on the system.
 - The City Council shall be responsible for the initiation and termination of the four Supply Triggers drought stages based on the criteria as outlined in Section 13.1112 and Section 13.1113, and in accordance with LCRA's DCP.
 - The City Manager shall be responsible for the initiation and termination of any Demand Triggers or Emergency Trigger responses based on the criteria as outlined in Section 13.1112 and Section 13.1113, and in accordance with LCRA's DCP.
- **Notification.** CoLV public notification of the initiation or termination of drought response stages shall be by a variety of ways, examples include: brochures at City Hall, bill stuffers, e-mail and automated telephone calls, CoLV web site, social media, signs posted at entry points to the service area or a combination of these methods.
- **Triggering Criteria for Initiation and Termination of the Municipal Customers Drought Response Stages:** The following triggering criteria for initiation and termination of water conservation measures and restrictions shall apply to the CoLV water utility system, its customers, and its customer service area including Golf Course(s), beautification areas, and medians maintained by either CoLV or an HOA/POA.

(1) Normal Water Storage Conditions

- A. **Requirements for Initiation:** Normal Water Storage Conditions exist when the combined storage of Lakes Travis and Buchanan exceeds 1,400,000 AF.
- B. **Requirements for Termination:** The City Council shall implement Stage 1 when the combined storage of Lakes Travis and Buchanan equals or falls below 1,400,000 AF.
- C. **Irrigation Restrictions:** **TWICE per week** as outlined in Section 13.1112 and summarized in Section 13.1113. Hand-watering allowed daily between midnight and 10:00 AM or between 7:00 PM and midnight.

D. **Target Purchased Water Use Reduction:** None.

E. **Purchased Water Use Response Measures:** Limit irrigation with purchased water of landscaped turf grass and planting beds around buildings to no more than **TWICE per week** on authorized irrigation days.

F. **Drought Fee (\$/LUE per month):** None.

(2) STAGE 1 Moderate Water Shortage Conditions (Mandatory Measures)

A. **Requirements for Initiation:** The City Council shall implement Stage 1 Moderate Water Shortage Conditions when the combined storage of Lakes Travis and Buchanan equals or falls below 1,400,000 AF or as required by LCRA.

B. **Requirements for termination:** The City Council shall implement Normal Water Storage Conditions when the combined storage of Lakes Travis and Buchanan exceeds 1,400,000 AF or as required by LCRA.

C. **Irrigation Restrictions:** **TWICE per week** as outlined in Section 13.1112 and summarized in Section 13.1113. Hand-watering allowed daily between midnight and 10:00 AM or between 7:00 PM and midnight.

D. **Target Purchased Water Use Reduction:** Achieve a 10% reduction in total purchased water use.

E. **Purchased Water Use Reduction Response Measures:** Select as many response measures as appropriate to all residential, commercial, industrial, and wholesale Municipal Customers, which will achieve the target reduction indicated.

- Limit irrigation with purchased water of landscaped turf grass and planting beds to no more than the CoLV's mandatory outdoor watering schedule.
- Monitor and enforce these watering restrictions utilizing CoLV's Automated Metering Infrastructure.

F. **Drought Fee (\$/LUE per month):** None.

(3) STAGE 2 Moderate Water Shortage Conditions (Mandatory Measures)

A. **Requirements for Initiation:** The City Council shall implement Stage 2 Moderate

Water Shortage Conditions when the combined storage of Lakes Travis and Buchanan equals or falls below 900,000 AF, or as required by LCRA.

- B. **Requirements for termination:** The City Council shall implement Stage 1 Moderate Water Shortage Conditions when the combined storage of Lakes Travis and Buchanan exceeds 900,000 AF or as required by LCRA.
- C. **Irrigation Restrictions:** ONCE per week as outlined in Section 13.1112 and summarized in Section 13.1113. Hand-watering allowed daily between midnight and 10:00 AM or between 7:00 PM and midnight.
- D. **Target Purchased Water Use Reduction:** Achieve a 10% - 20% reduction in total purchased water use.
- E. **Purchased Water Use Reduction Response Measures:** Select as many response measures as appropriate to all residential, commercial, industrial, and wholesale Municipal Customers, which will achieve the target reduction indicated.
- Watering of landscaped turf grass and planting beds with purchased water restricted to one day per week, except by use of hand-held hose, hand-held bucket, or drip irrigation. Customers wishing to install new landscaping or revegetating an established area may apply for a variance as outlined in Section 13.1108.
 - Vehicle and Boat Washing: Use of purchased water to wash any motor vehicle, such as a motorbike, boat, trailer, or airplane is prohibited except on the designated irrigation day during normal irrigation hours. Such activity shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle. A vehicle may be washed any time at a commercial car wash facility or commercial service station. Further, this activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.
 - Pools: The City Council may limit the filling of all new and existing swimming pools, hot tubs, wading pools. Replenishing to maintenance level is permitted. Draining may be permitted only onto pervious surfaces or onto a surface where water will be transmitted directly to a pervious surface, and only if:
 1. Draining excess water from pool due to rain in order to lower water to maintenance level.
 2. Repairing, maintaining, or replacing pool components that have become hazardous.
 3. Repair of a pool leak.

4. Refilling of public/community swimming pools is permitted only if the pool has been drained for repairs, maintenance, or replacement as outlined in above.
- Outside Water Features: The City Council may limit the operation of outside purchased water features, such as, but not limited to, fountains, splash pad type fountains or outdoor misting systems, except where such features are used to sustain aquatic life or maintain water quality. This provision includes fountains associated with aesthetic ponds and swimming pools.
 - Ponds: Ponds used for aesthetic, amenity, and/or storm water purposes may maintain water levels only necessary to preserve the integrity of the liner and operating system. The City Manager or their designee may request specific design documentation regarding a pond and the intended purpose.
 - Events: Events involving the use of purchased water such as: car washes, festivals, parties, water slides, and other activities involving the use of purchased water are permitted, if the purchased water being used drains to a recirculating device, or onto a pervious surface to prevent water waste.
 - Restaurants: All restaurants are encouraged to serve purchased water to their patrons only upon request.
 - Fire Hydrants: Use of purchased water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare. Use of purchased water from designated fire hydrants for construction purposes may be allowed under special conditions and requires a meter; a variance application must be submitted with an explanation of the special conditions.
 - Recreational areas (includes parks and athletic fields): The areas can only be used for designated or scheduled events or activities. Unnecessary foot traffic must be discouraged. Watering must follow a no more than once per week schedule. A variance can be obtained if watering cannot be completed on the designated two day schedule.
 - Purchased Water Waste: The City Council may restrict the following non-essential uses of purchased water at all times during periods in which restrictions have gone into effect:
 1. Washing sidewalks, walkways, driveways, parking lots, street, tennis courts, and other impervious surfaces may be prohibited except for immediate health and safety.
 2. Washing buildings, houses or structures with a pressure washer or

garden hose may be prohibited for aesthetic purposes but allowable for surface preparation of maintenance work to be performed.

3. Flushing gutters or flooding gutters may be prohibited except for immediate health and safety.

4. Controlling dust may be prohibited, unless there is a demonstrated need to do so for reasons of public health and safety, or as part of an approved construction plan.

- The CoLV shall discontinue water line flushing unless necessary for public health reasons.
- The CoLV shall keep customers informed about issues regarding current and projected purchased water supply and demand conditions.
- Using purchased water for washing/rinsing of buildings, walls, structures, paved, and other hard-surfaced areas including sport courts is prohibited.
- Aesthetic purchased water use is prohibited.

F. **Drought Fee (\$/LUE per month):** Fifteen dollars (\$15).

(4) STAGE 3 Severe Water Shortage Conditions (Mandatory Measures)

A. **Requirements for Initiation:** The City Council shall implement Stage 3 Severe Water Shortage Conditions when the combined storage of Lakes Travis and Buchanan equals or falls below 750,000 AF, or as required by LCRA.

B. **Requirements for Termination:** The City Council shall implement Stage 2 Moderate Water Shortage Conditions when the combined storage of Lakes Travis and Buchanan exceeds 750,000 AF, or as required by LCRA.

C. **Irrigation Restrictions:** Automatic or hose-end irrigation with purchased water is restricted to 6 hours once per week. All other non-essential outdoor water use is prohibited unless water source is from an alternate supply, such as reuse water, rainwater, or graywater. Hand-watering allowed for 6 hours daily between 7:00 A.M. and 10:00 AM or between 7:00 PM and 10:00 P.M.

D. **Target Purchased Water Use Reduction:** Achieve a 20% - 30% reduction in total purchased water use or in accordance with LCRA DCP.

E. **Purchased Water Use Reduction Response Measures:**

- Irrigation of Landscaped Areas:

1. Automatic or hose-end irrigation is restricted to once per week for 6 hours between midnight and 6:00 A.M.
 2. Hand-watering is allowed for 6 hours daily between 7:00 A.M. and 10:00 A.M. or between 7:00 PM and 10:00 P.M.
 3. New landscape installation is discouraged during this time, but is allowed with an approved variance.
- **Vehicle and Boat Washing:** Use of purchased water to wash any motor vehicle, such as a motorbike, boat, trailer, or airplane is prohibited except on the designated irrigation day during normal irrigation hours. Such activity shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle. A vehicle may be washed any time at a commercial car wash facility or commercial service station. Further, this activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.
 - **Pools:** The installation of new swimming pools may be prohibited unless the pool is built with a pool cover. Filling or replenishing of swimming pools with purchased water is prohibited unless the swimming pool is covered with a pool cover when not in use. The filling or replenishing of hot tubs, wading pools, and other types of pools with purchased water is prohibited. Public/community swimming pools may be exempt from this prohibition to maintain safe levels of water quality for human contact.
 - **Events:** Events involving the use of purchased water such as car washes, festivals, parties, water slides, and other activities involving the use of purchased water may be prohibited.
 - **Recreational areas (includes parks and athletic fields):** The areas can only be used for designated or scheduled events or activities. Unnecessary foot traffic must be discouraged. Automatic or hose-end irrigation is restricted to 6-hours once per week between midnight and 6:00 A.M. Hand watering is allowed for 6 hours daily between 7:00 A.M. and 10:00 A.M. or between 7:00 PM and 10:00 P.M.
 - All purchased water customers are required to further reduce non-essential purchased water uses.
 - Using purchased water for washing/rinsing of buildings, walls, structures, paved, and other hard-surfaced areas including sport courts are restricted to the designated irrigation day.

- Aesthetic purchased water use prohibited.

F. **Drought Fee (\$/LUE per month):** Thirty dollars (\$30).

(5) STAGE 4 Severe Water Shortage Conditions (Mandatory Measures)

A. **Requirements for Initiation:** The City Council shall implement Stage 4 Severe Water Shortage Conditions when one or a combination of such triggering criteria occurs:

- The LCRA Board declares a Drought Worse than the Drought of Record (DWDOR) or other water supply emergency and orders the mandatory curtailment of firm water supplies.
- Upon notification from LCRA that it is declaring a DWDOR.

B. **Requirements for Termination:** The City Council shall implement Stage 3 Severe Water Shortage Conditions when the LCRA announces that the DWDOR mandatory water restrictions for firm water customers are no longer required.

C. **Irrigation Restrictions:** All irrigation with purchased water prohibited. All other non-essential outdoor water use is prohibited unless water source is from an alternate supply, such as reuse water, rainwater, or graywater. No hand-watering allowed.

D. **Target Purchased Water Use Reduction:** Reduce purchased water use in accordance with LCRA DCP.

E. **Purchased Water Use Reduction Response Measures:**

- Irrigation of landscaped areas is prohibited.
- Vehicle and boat washing is prohibited.
- **Pools:** The installation of new swimming pools is prohibited. The filling or replenishing of existing swimming pools, hot tubs, wading pools, and other types of pools with purchased water is prohibited. Public/community swimming pools may be exempt from this prohibition to maintain safe levels of water quality for human contact.
- **Events:** Events involving the use of purchased water such as car washes, festivals, parties, water slides, and other activities involving the use of purchased water is prohibited.
- **Recreational areas (includes parks and athletic fields):** Watering with purchased water is prohibited.

- All purchased water customers are required to further reduce non-essential purchased water uses.
- Use of purchased water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare only.
- Irrigation with purchased water of landscaped turf grass and planting beds prohibited.
- Using purchased water for washing/rinsing of buildings, walls, structures, paved, and other hard-surfaced areas including sport courts is prohibited.
- Aesthetic purchased water use prohibited.

F. Drought Fee (\$/LUE per month): Thirty-Five dollars (\$35).

(6) STAGE 5 Emergency Water Conservation Conditions

A. Requirements for Initiation: The City Manager shall implement Stage 5 Emergency Water Conservation Conditions when one or a combination of such triggering criteria occurs:

- LCRA declares a natural or man-made contamination of the water supply source.
- Any other emergency water supply or demand conditions that either the LCRA General Manager or the LCRA Board determines that constitutes a water supply emergency.
- The CoLV declares a water demand emergency.
- The CoLV declares a Water Plant emergency.
- The CoLV declares a water distribution system outage.

B. Requirements for Termination: When the LCRA and/or City Manager announce that Stage 5 Emergency Water Conservation Conditions water restrictions are no longer required.

C. Irrigation Restrictions: All irrigation with purchased water is prohibited. All other non-essential outdoor water use is prohibited unless water source is from an alternate supply, such as reuse water, rainwater, or graywater. No hand-watering allowed.

D. Target Purchased Water Use Reduction: Reduce purchased water use for affected area to minimum possible purchased water use.

E. Purchased Water Use Reduction Response Measures:

- Irrigation of landscaped areas is prohibited.
- Use of purchased water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare only.
- Irrigation with with purchased water of landscaped turf grass and planting beds prohibited.
- Using purchased water for washing/rinsing of buildings, walls, structures, paved, and other hard-surfaced areas including sport courts prohibited.
- Aesthetic purchased water use prohibited.

F. Drought Fee (\$/LUE per month): TBD by City Manager

Section 5: Wholesale Purchased Water Customers

All CoLV wholesale purchased water customers are required to develop and formally adopt DCPs plans for their own systems in accordance with Title 30 Texas Administrative Code Sections 288.20 and 288.22. The water supply triggers and target reduction goals must be consistent with both the CoLV and LCRA DCPs. In addition, the measures of this plan must be at least as stringent as the drought response measures required by this Article for its retail customers. Wholesale purchased water customers must include in their wholesale water supply contracts the requirement that each successive wholesale customer develop and formally adopt a revised DCP every 5 years, subject to CoLV approval, consistent with the LCRA DCP.

(1) Normal Water Storage Conditions

The CoLV will contact wholesale purchased water customers as needed to discuss supply and demand conditions. The CoLV will provide a limited supply of consumer information and materials on water conservation measures and practices to wholesale purchased water customers.

(2) STAGE 1 Moderate Water Shortage Conditions (Mandatory Measures)

The CoLV will keep wholesale purchased water customers informed about ongoing demand, as well as current and projected water supply conditions. The CoLV will initiate discussions with wholesale purchased water customers about potential curtailment and the implementation of mandatory measures to reduce all non-essential purchased water uses.

(3) STAGE 2 Moderate Water Shortage Conditions (Mandatory Measures)

The CoLV will contact its wholesale purchased water customers to initiate mandatory measures to control purchased water demand to ensure adequate water supply for emergency response

requirements. Mandatory measures shall include the curtailment of nonessential purchased water uses in accordance with the wholesale purchased water customer's own DCP.

(4) STAGE 3 Severe Water Storage Conditions

The CoLV will contact its wholesale purchased water customers to initiate mandatory measures to control purchased water demand to ensure adequate water supply for emergency response requirements. Mandatory measures shall include the curtailment of automatic or hose-end irrigation in accordance with the wholesale purchased water customer's own DCP.

(5) STAGE 4 Emergency Water Conditions

The CoLV will contact its wholesale purchased water customers to initiate mandatory measures to control purchased water demand to ensure adequate water supply for emergency response requirements. Mandatory measures shall include the curtailment of all irrigation in accordance with the wholesale purchased water customer's own DCP.

(6) STAGE 5 Emergency Water Conditions

The CoLV will contact its wholesale purchased water customers to initiate mandatory measures to control purchased water demand to ensure adequate water supply for emergency response requirements. Mandatory measures shall include the curtailment of all irrigation in accordance with the wholesale purchased water customer's own DCP.

Section 6: Enforcement

The following enforcement provisions shall apply to all CoLV purchased water customers:

- A. No person shall knowingly or intentionally use or allow the use of purchased water from the CoLV water utility system for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Article, or in an amount in excess of that permitted by the drought response stage in effect at the time.
- B. Any person who violates this Article shall be subject to the following fines, penalties and/or conditions of service:
 - Following the first documented purchased water violation, the violator shall be given a notice specifying the type of violation and the date and time it was observed. Fines and restrictions on service that may result from additional violations.
 - Following the second documented purchased water violation, the violator shall:
 - 1. Be in violation of City Ordinance and punishable by a fine of \$100.00 which shall be included in the customer's monthly water bill.
 - Following the third documented purchased water violation, the violator shall:

1. Be in violation of City Ordinance and punishable by a fine of \$250.00 which shall be included in the customer's monthly water bill.
- Following the fourth documented purchased water violation, the CoLV may, upon due notice to the customer, discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge, hereby established at \$500.00, and any outstanding charges including late payment fees or penalties. In addition, suitable assurance in the amount of a deposit of \$1000.00 must be given to the CoLV so that the same action shall not be repeated while this Article is in effect. The CoLV may apply the deposit to any surcharges or penalties subsequently assessed under this Article against a customer. The deposit, if any, shall be returned to the customer at the time of the customer's voluntary disconnection from the utility system.
- C. Each day that one or more of the provisions in this plan is violated shall constitute as a separate purchased water violation. Any person, including one classified as a purchased water customer of the CoLV, in apparent control of the property where a violation occurs or originates, shall be presumed to be the violator. Any such person, however, shall have the right to show they did not commit the violation.
- D. The City Manager or their designee shall have the power to enforce the provisions of this Article.
- E. The Municipal Court shall have the power to issue to the City Manager or their designee administrative search warrants, or other processes allowed by law, where necessary to aid in enforcing this DCP.
- F. Enforcement of fines and penalties issued pursuant to this Article is an administrative process. Customers who wish to appeal their violations, may do so in writing to the City Manager or their designee.
- G. Compliance with this Article also may be sought through injunctive relief in state district court.
- H. Enforcement for Wholesale Customers:
- Wholesale purchased water customers shall provide the CoLV with an order, ordinance, or resolution to demonstrate adequate enforcement provisions for the wholesale purchased water customer's own DCP.
 - In addition, wholesale purchased water customers who fail to comply with the drought contingency measures in the plan may be subject to the following civil penalties, in addition to any other remedies available to the CoLV by law or under the terms of the wholesale water contracts.
 - Penalties for wholesale purchased water customers:

1. First documented violation: written notice of violation .
2. Second documented violation: penalty fee of a minimum of \$2,500.00 and a maximum fee of \$10,000.00.
3. Third documented violation: penalty fee of a minimum of \$5,000.00 and a maximum fee of \$10,000.00.

Section 7: Variances

A. The City Manager may grant variances:

- From specific applications of the outdoor purchased water schedule, providing that the variances do not increase the time allowed for watering but rather alter the schedule for watering.
- Allowing the use of alternative water supply that does not increase demand on potable water sources for outdoor use. Variance requests may be submitted to staff and need not meet the requirements of subsection below.

B. The City Manager may grant in writing temporary variances for existing purchased water uses otherwise prohibited under this article if it is determined that failure to do so would cause an emergency adversely affecting the public health, sanitation, or fire protection, and if one or more of the following conditions are met:

- Compliance with this DCP cannot be accomplished during the duration of the time the DCP is in effect.
- Alternative methods can be implemented that will achieve the same level of reduction in purchased water use.

C. Persons requesting a variance from the provisions of this DCP shall file a petition for variance with the CoLV any time the DCP or an applicable drought response stage is in effect. The City Manager or their designee will review petitions for variances. The petitions shall include the following:

- Name and address of the petitioner.
- Purpose of purchased water use.
- Specific provision of the DCP from which the petitioner is requesting relief.
- Detailed statement as to how the specific provision of this Article adversely affects the petitioner or what damage or harm the petitioner or others will sustain if petitioner complies with this DCP.

- Description of the relief requested.
 - Period of time for which the variance is sought.
 - Measures the petitioner is taking or proposes to take to meet the intent of this DCP and the compliance date.
 - Other pertinent information.
- D. Variances granted by the CoLV shall be subject to the following conditions, unless waived or modified by the City Manager, or their designee:
- Variances granted shall include a timetable for compliance.
 - Variances granted shall expire when this Article or its requirements are no longer in effect, unless the petitioner has failed to meet specified requirements.
- E. No variance shall be retroactive or otherwise excuse any violation occurring before the variance was issued.

Section 8: DCP Updates

This Article and other operational measures to conserve purchased water in times of drought will be reviewed and updated as needed to meet both TCEQ and LCRA DCP rules.

Section 9: Notification to LCRA

Notification of any mandatory provisions of the Municipal Customers DCP shall be made to the LCRA General Manager by the City Manager in writing within five (5) business days of implementation.

Section 10: Implementation

By signing below, the CoLV authorized representative warrants and represents that: (1) the City Council has approved this plan; and, (2) the representative is authorized by the City Council to implement this plan.

In a shortage of water not covered by the LCRA Water Management Plan or other conservation plan approved by TCEQ applicable to LCRA's firm water supply, a water contract customer who fails to implement its applicable DCP is subject to curtailment of firm water supply by LCRA based on the customer's pro rata share less the amount of water the customer would have saved if the customer had operated its water system in compliance with the DCP.

Approved and Accepted by Authorized CoLV Representative:

City of Lago Vista
 DCP for Municipal Purchased Water Customers
 October 3, 2023

Ed Tidwell, Mayor, City of Lago Vista

Date

SECTION 13.1112: CoLV Purchased Water Irrigation Schedule

(1) Normal Water Storage Conditions / STAGE 1 Moderate Water Shortage Conditions (Mandatory Measures)

Irrigate outdoors using an in-ground irrigation system or hose-end sprinkler no more than **TWICE per week** and only during scheduled days and times as indicated below. Hand-watering allowed daily between midnight and 10:00 AM or between 7:00 PM and midnight.

Residential

Odd number addresses: Wednesdays and Saturdays
Even number addresses: Thursdays and Sundays

Commercial (including large landscapes such as HOA common areas):

Tuesdays and Fridays

Watering Hours:

Midnight to 10 a.m. and 7 p.m. to midnight

(2) STAGE 2 Moderate Water Shortage Conditions (Mandatory Measures)

Irrigate outdoors using an in-ground irrigation system or hose-end sprinkler no more than **ONCE per week** and only during scheduled days and times as indicated below. Hand-watering allowed daily between midnight and 10:00 AM or between 7:00 PM and midnight.

Residential

Odd number addresses: Saturdays
Even number addresses: Sundays

Commercial (including large landscapes such as HOA common areas):

Fridays

Watering Hours:

Midnight to 10 a.m. and 7 p.m. to midnight

(3) STAGE 3 Severe Water Shortage Conditions (Mandatory Measures)

Residential

Hose-end sprinkler or automatic irrigation is restricted to **ONCE per Week** for 6-hours between midnight and 6:00 A.M. Hand-watering allowed for 6 hours daily between 7:00 A.M. and 10:00 AM or between 7:00 PM and 10:00 P.M.

Commercial (including large landscapes such as HOA common areas):

Hose-end sprinkler or automatic irrigation is restricted to **ONCE per Week** for 6-hours between midnight and 6:00 A.M. Hand-watering allowed for 6 hours daily between 7:00 A.M. and 10:00 A.M. or between 7:00 P.M. and 10:00 P.M.

Watering Hours:

- Hose-end or automatic irrigation is between Midnight and 6:00 A.M.
- Hand watering allowed daily between 7:00 A.M. and 10:00 A.M. or between 7:00 P.M. and 10:00 P.M.

(4) STAGE 4 Severe Water Shortage Conditions (Mandatory Measures) / STAGE 5 Emergency Water Conservation Conditions:

Residential

All irrigation prohibited. No hand-watering allowed.

Commercial (including large landscapes such as HOA common areas): All irrigation prohibited. No hand-watering allowed.

Watering Hours:

None.

(5) STAGE 5: Emergency Water Restrictions

- i. All irrigation with purchased water is prohibited
- ii. No waivers and/or variances will be issued.
- iii. All non-essential use of purchased water is prohibited.
- iv. All dust control operations shall cease.
- v. All fire hydrant meters shall be locked unless otherwise needed for public health and safety.

Drought Contingency Plan

For



The City of Lago Vista

Municipal Purchased Water Customers

Prepared by

Taylor M. Whichard
Director of Public Works

October 3, 2023

Table of Contents

Definition	3
Section 1 Declaration of Policy, Purpose, and Intent.....	6
Section 2 Public Education.....	6
Section 3: Permanent Purchased Water Use Restrictions.....	6
Section 4 Initiation, Restrictions, & Termination of Drought Response Stages.....	7
Normal Water Storage Conditions.....	7
STAGE 1 Moderate Water Shortage Conditions (Mandatory Measures).....	8
STAGE 2 Moderate Water Shortage Conditions (Mandatory Measures).....	9
STAGE 3 Severe Water Shortage Conditions (Mandatory Measures).....	11
STAGE 4 Severe Water Shortage Conditions (Mandatory Measures).....	13
STAGE 5 Emergency Water Conservation Conditions.....	15
Section 5 Wholesale Purchased Water Customers	16
Section 6 Enforcement	17
Section 7 Variances	19
Section 8 DCP Updates	20
Section 9 Notification to LCRA	20
Section 10 Implementation.....	20
Appendix A CoLV Purchased Water Irrigation Schedule	22
Appendix B Summary of CoLV Water Demand, Supply, and Emergency Restriction Stages.....	24

City of Lago Vista

DROUGHT CONTINGENCY PLAN

Definitions:

AF: an Acre-Foot is a unit of volume equal to the volume of a sheet of water one acre (0.405 hectare) in area and one foot (30.48 cm) in depth; 43,560 cubic feet (1233.5 cu m).

Aesthetic Purchased Water Use: purchased water used for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Alternate Water Supply: water not distributed by the CoLV, including rain water, reuse water, and gray water.

Automatic Irrigation: the operation of an irrigation system with no or minimal manual intervention besides surveillance. This includes drip, sprinkler, and surface irrigation systems that utilize timers, sensors, computers, or mechanical devices.

Deleted: minimum of

CoLV: the City of Lago Vista is a city located in Northwest Travis County, Texas, United States.

Commercial and Institutional Purchased Water Use: purchased water use which is integral to the operations of commercial and non-profit establishments and government entities such as retail establishments, hotels, motels, restaurants and office buildings. This does not include purchased water used strictly for aesthetic purposes.

Conservation: those practices, techniques, and technologies that reduce the consumption of purchased water, reduce the loss of purchased water, improve the efficiency in the use of purchased water, or increase the recycling and reuse of purchased water so that the water supply is conserved and made available for future or alternative uses.

Customer: any CoLV resident, person, company, or organization using purchased water supplied by the CoLV.

DCP: a Drought Contingency Plan is a strategy or combination of strategies for monitoring the progression of a drought and preparing a response to potential water supply shortages resulting from severe droughts or other water supply emergencies.

Domestic Water Use: purchased water used for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence.

Drip Irrigation: is a form of irrigation that saves water and fertilizer by allowing water to drip slowly to the roots of many different plants onto the soil surface thru a network of valves, tubes, pipes, and emitters.

Driving Range: an area where golfers can practice their golf swings.

Drought Fee: a temporary purchased water utility rate surcharge for meeting the CoLV's short term financial requirements caused by a loss of revenues due to extended purchased water restrictions.

DWDOR: the **Drought Worse than Drought Of Record** is any time period drier than the 1947-57 drought previously considered the worst on record. The Highland Lakes include Lakes Travis, Buchanan, Inks, LBJ and Austin. Lakes Travis and Buchanan are surge lakes and serve as the primary water supply for the CoLV and several other Central Texas cities.

Fairways: The area of a golf course between the teeing area and the greens.

Greens: an area of closely trimmed grass surrounding the hole.

Hand-watering: hand-watering refers to the application of purchased water for irrigation purposes through a hand-held hose or watering container. A person must be physically holding the hose or container. Watering by hand cannot occur unattended.

Hose-end Sprinkler: irrigation of a landscaped area utilizing an above ground hose and a hose-end sprinkler.

Industrial Water Use: the use of purchased water in processes designed to convert materials of lower value into forms having greater usability and value.

In-ground Irrigation System: a system of underground pipes attached to sprinkler heads used to irrigate landscaped areas.

Landscape Irrigation Use: purchased water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, recreation areas, and rights-of-way and medians.

LCRA: the **Lower Colorado River Authority** is a nonprofit public utility created in November 1934 by the Texas Legislature. LCRA's mission is to enhance the lives of the Texans it serves through water stewardship, energy and community service.

Non-essential Water Use: purchased water uses that are not essential or required for the protection of public health, safety, and welfare including:

- irrigation of landscape areas, including parks, athletic fields, recreation areas, and golf courses, except otherwise provided under this Plan.

- use of purchased water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle.
- use of purchased water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas.
- use of purchased water to wash down buildings or structures for purposes other than immediate fire protection.
- flushing gutters or permitting purchased water to run or accumulate in any gutter or street;
- use of purchased water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, and Jacuzzi-type pools.
- use of purchased water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life.
- failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).
- use of purchased water from hydrants for construction purposes or any other purposes other than firefighting.

Purchased Water: raw water or potable water purchased from the CoLV.

Putting Green: an area of closely trimmed grass surrounding practice holes.

Reuse Water: reclaimed water such as graywater, effluent from a wastewater treatment plant, or flushing water from a water distribution system.

Roughs: An out of bound area adjacent to the fairways.

TCEQ: the Texas Commission for Environmental Quality is the environmental agency for the state of Texas and the fourth largest environmental agency in the United States. TCEQ strives to protect Texas' public health and natural resources consistent with sustainable economic development.

Teeing area: is an area where a player starts the hole by striking the ball.

Water Curtailment Plan: a plan to reduce the supply of water being provided by LCRA through a diversion contract by reducing the amount of water served under the contract for a specific period of time. Curtailment may occur during drought or other emergency conditions.

Wholesale Purchased Water Customer: an entity that purchases bulk water for construction purposes or resale to agricultural, residential, commercial, industrial, or governmental end users.

Section 1: Declaration of Policy, Purpose, and Intent

LCRA provides contracts to customers for water supply. In cases of extreme drought, periods of abnormally high usage, system contamination, or extended reduction in ability to supply water due to equipment failure, LCRA may require water customers to institute temporary restrictions to limit non-essential purchased water usage. The purpose of the Municipal Customers DCP is to encourage a reduction of purchased water use by the municipal customers in order to maintain supply, storage, pressure or to comply with the requirements of a court, government agency or other authority.

All LCRA firm water users are required to develop and formally adopt drought contingency plans for their own systems in accordance with Title 30 Texas Administrative Code Sections 288.20 and 288.22. The water supply triggers and target reduction goals for the municipal customers must be consistent with the LCRA DCP. The CoLV must develop and formally adopt a revised Municipal Customers DCP every 5 years consistent with the LCRA DCP.

Section 2: Public Education

The CoLV will periodically provide its employees, members, and the general public with information about this DCP, including the importance of the plan, information about the conditions under which each stage of the plan is to be initiated, processes to reduce purchased water usage, and impending or current drought conditions.

Drought plan information will be provided by means of: meetings with staff, newsletter articles, brochures at City Hall, bill stuffers, social media, and the CoLV web site.

Section 3: Permanent Purchased Water Use Restrictions

The following restrictions apply to all CoLV purchased water customers on a year-round basis, regardless of water supply or water treatment plant production conditions. According to the restrictions, a purchased water user shall not:

- A. Fail to repair a controllable leak including:
 - a broken sprinkler head.
 - a leaking valve.
 - leaking or broken pipes.
 - a leaking faucet.
- B. Operate an irrigation system with:
 - a broken sprinkler head.
 - a sprinkler head that is out of adjustment and the arc of the spray head is over a street, parking area, or any other impervious surface.
 - a sprinkler head that is fogging or misting because of excessive water pressure.

Deleted: or

C. During irrigation, allow purchased water to:

- run off a property and form a stream of purchased water in any street, driveway, or parking area.
- pool on any impervious surface such as a street, driveway, or parking area.

Deleted: a

Deleted: for a distance of 50 feet

Deleted: greater

Deleted: in

Deleted: lot to a depth greater than one-quarter of an inch.

Section 4: Initiation, Restrictions, & Termination of Drought Response Stages

- **Monitoring.** The City Manager shall monitor water supply and demand conditions on a regular basis and shall determine when conditions warrant initiation and termination of each stage of water conservation measures in accordance with this DCP and advise the City Council of same. Water supply conditions will be determined by the source of supply, system capacity, and weather conditions. Water demand will be measured by the peak daily demands on the system.
 - The City Council shall be responsible for the initiation and termination of the four Supply Triggers drought stages based on the criteria as outlined in Section 13.1112 and Section 13.1113, and in accordance with LCRA's DCP.
 - The City Manager shall be responsible for the initiation and termination of any Demand Triggers or Emergency Trigger responses based on the criteria as outlined in Section 13.1112 and Section 13.1113, and in accordance with LCRA's DCP.
- **Notification.** CoLV public notification of the initiation or termination of drought response stages shall be by a variety of ways, examples include: brochures at City Hall, bill stuffers, e-mail and automated telephone calls, CoLV web site, social media, signs posted at entry points to the service area or a combination of these methods.
- **Triggering Criteria for Initiation and Termination of the Municipal Customers Drought Response Stages:** The following triggering criteria for initiation and termination of water conservation measures and restrictions shall apply to the CoLV water utility system, its customers, and its customer service area including Golf Course(s), beautification areas, and medians maintained by either CoLV or an HOA/POA.

Deleted: Triggers

(1) Normal Water Storage Conditions

- A. **Requirements for Initiation:** Normal Water Storage Conditions exist when the combined storage of Lakes Travis and Buchanan exceeds 1,400,000 AF.
- B. **Requirements for Termination:** The City Council shall implement Stage 1 when the combined storage of Lakes Travis and Buchanan equals or falls below 1,400,000 AF.
- C. **Irrigation Restrictions:** **TWICE per week** as outlined in Section 13.1112 and summarized in Section 13.1113. Hand-watering allowed daily between midnight and 10:00 AM or between 7:00 PM and midnight.

Deleted: 900

Deleted: for 30 consecutive days

Deleted: 900

Deleted: for 30 consecutive days

D. **Target Purchased Water Use Reduction:** None.

E. **Purchased Water Use Response Measures:** Limit irrigation with purchased water of landscaped turf grass and planting beds around buildings to no more than **TWICE per week** on authorized irrigation days.

F. **Drought Fee (\$/LUE per month):** None.

(2) STAGE 1 Moderate Water Shortage Conditions (Mandatory Measures)

A. **Requirements for Initiation:** The City Council shall implement Stage 1 Moderate Water Shortage Conditions when the combined storage of Lakes Travis and Buchanan equals or falls below 1,400,000 AF or as required by LCRA.

Deleted: 900

Deleted: for 30 consecutive days

B. **Requirements for termination:** The City Council shall implement Normal Water Storage Conditions when the combined storage of Lakes Travis and Buchanan exceeds 1,400,000 AF or as required by LCRA.

Deleted: 900

Deleted: for 30 consecutive days

C. **Irrigation Restrictions:** **TWICE per week** as outlined in Section 13.1112 and summarized in Section 13.1113. Hand-watering allowed daily between midnight and 10:00 AM or between 7:00 PM and midnight.

D. **Target Purchased Water Use Reduction:** Achieve a 10% reduction in total purchased water use.

E. **Purchased Water Use Reduction Response Measures:** Select as many response measures as appropriate to all residential, commercial, industrial, and wholesale Municipal Customers, which will achieve the target reduction indicated.

Deleted: ,

Deleted: the

Deleted: golf course operation

- Limit irrigation with purchased water of landscaped turf grass and planting beds to no more than the CoLV's mandatory outdoor watering schedule.

- Monitor and enforce these watering restrictions utilizing CoLV's Automated Metering Infrastructure.

Deleted: <#>Limit irrigation with purchased water of all practice areas (putting and driving ranges) to no more than LCRA's recommended outdoor watering schedule.¶

¶ Reduce irrigation with purchased water of all play-areas (greens, teeing area, and fairways) to achieve reduction target.¶

¶ Discontinue irrigation with purchased water of all roughs and other non-play areas.¶

¶ Discontinue using purchased water for washing/rinsing of buildings, walls, structures, paved and other hard-surfaced areas including sport courts.¶

¶ Discontinue aesthetic purchased water use. ¶

F. **Drought Fee (\$/LUE per month):** None.

(3) STAGE 2 Moderate Water Shortage Conditions (Mandatory Measures)

A. **Requirements for Initiation:** The City Council shall implement Stage 2 Moderate

Water Shortage Conditions when the combined storage of Lakes Travis and Buchanan equals or falls below 900,000 AF, or as required by LCRA.

Deleted: 750

Deleted: for 30 consecutive days

- B. **Requirements for termination:** The City Council shall implement Stage 1 Moderate Water Shortage Conditions when the combined storage of Lakes Travis and Buchanan exceeds 900,000 AF or as required by LCRA.

Deleted: 750

Deleted: for 30 consecutive days

- C. **Irrigation Restrictions:** ONCE per week as outlined in Section 13.1112 and summarized in Section 13.1113. Hand-watering allowed daily between midnight and 10:00 AM or between 7:00 PM and midnight.

- D. **Target Purchased Water Use Reduction:** Achieve a 10% - 20% reduction in total purchased water use.

- E. **Purchased Water Use Reduction Response Measures:** Select as many response measures, as appropriate to all residential, commercial, industrial, and wholesale Municipal Customers, which will achieve the target reduction indicated.

Deleted: ,

Deleted: the

Deleted: golf course operation

- Watering of landscaped turf grass and planting beds with purchased water restricted to one day per week, except by use of hand-held hose, hand-held bucket, or drip irrigation. Customers wishing to install new landscaping or revegetating an established area may apply for a variance as outlined in Section 13.1108.
- Vehicle and Boat Washing: Use of purchased water to wash any motor vehicle, such as a motorbike, boat, trailer, or airplane is prohibited except on the designated irrigation day during normal irrigation hours. Such activity shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle. A vehicle may be washed any time at a commercial car wash facility or commercial service station. Further, this activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.
- Pools: The City Council may limit the filling of all new and existing swimming pools, hot tubs, wading pools. Replenishing to maintenance level is permitted. Draining may be permitted only onto pervious surfaces or onto a surface where water will be transmitted directly to a pervious surface, and only if:
 1. Draining excess water from pool due to rain in order to lower water to maintenance level.
 2. Repairing, maintaining, or replacing pool components that have become hazardous.
 3. Repair of a pool leak.

4. Refilling of public/community swimming pools is permitted only if the pool has been drained for repairs, maintenance, or replacement as outlined in above.

- Outside Water Features: The City Council may limit the operation of outside purchased water features, such as, but not limited to, fountains, splash pad type fountains or outdoor misting systems, except where such features are used to sustain aquatic life or maintain water quality. This provision includes fountains associated with aesthetic ponds and swimming pools.
- Ponds: Ponds used for aesthetic, amenity, and/or storm water purposes may maintain water levels only necessary to preserve the integrity of the liner and operating system. The City Manager or ~~their~~ designee may request specific design documentation regarding a pond and the intended purpose.
- Events: Events involving the use of purchased water such as: car washes, festivals, parties, water slides, and other activities involving the use of purchased water are permitted, if the purchased water being used drains to a recirculating device, or onto a pervious surface to prevent water waste.
- Restaurants: All restaurants are encouraged to serve purchased water to their patrons only upon request.
- Fire Hydrants: Use of purchased water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare. Use of purchased water from designated fire hydrants for construction purposes may be allowed under special conditions and requires a meter; a variance application must be submitted with an explanation of the special conditions.
- Recreational areas (includes parks and athletic fields): The areas can only be used for designated or scheduled events or activities. Unnecessary foot traffic must be discouraged. Watering must follow a no more than ~~once~~ per week schedule. A variance can be obtained if watering cannot be completed on the designated two day schedule.
- Purchased Water Waste: The City Council may restrict the following non-essential uses of purchased water at all times during periods in which restrictions have gone into effect:
 1. Washing sidewalks, walkways, driveways, parking lots, street, tennis courts, and other impervious surfaces may be prohibited except for immediate health and safety.
 2. Washing buildings, houses or structures with a pressure washer or

Deleted: his

Deleted: twice

garden hose may be prohibited for aesthetic purposes but allowable for surface preparation of maintenance work to be performed.

3. Flushing gutters or flooding gutters may be prohibited except for immediate health and safety.
4. Controlling dust may be prohibited, unless there is a demonstrated need to do so for reasons of public health and safety, or as part of an approved construction plan.

- The CoLV shall discontinue water line flushing unless necessary for public health reasons.
- The CoLV shall keep customers informed about issues regarding current and projected purchased water supply and demand conditions.
- Using purchased water for washing/rinsing of buildings, walls, structures, paved, and other hard-surfaced areas including sport courts is prohibited.
- Aesthetic purchased water use is prohibited.

F. **Drought Fee (\$/LUE per month):** Fifteen dollars (\$15).

(4) STAGE 3 Severe Water Shortage Conditions (Mandatory Measures)

- A. **Requirements for Initiation:** The City Council shall implement Stage 3 Severe Water Shortage Conditions when the combined storage of Lakes Travis and Buchanan equals or falls below 750,000 AF, or as required by LCRA.
- B. **Requirements for Termination:** The City Council shall implement Stage 2 Moderate Water Shortage Conditions when the combined storage of Lakes Travis and Buchanan exceeds 750,000 AF, or as required by LCRA.
- C. **Irrigation Restrictions:** Automatic or hose-end irrigation with purchased water is restricted to 6 hours once per week. All other non-essential outdoor water use is prohibited unless water source is from an alternate supply, such as reuse water, rainwater, or graywater. Hand-watering allowed for 6 hours daily between 7:00 A.M. and 10:00 AM or between 7:00 PM and 10:00 P.M.
- D. **Target Purchased Water Use Reduction:** Achieve a 20% - 30% reduction in total purchased water use or in accordance with LCRA DCP.

E. Purchased Water Use Reduction Response Measures:

- Irrigation of Landscaped Areas:

Deleted: <#>Reduce irrigation with purchased water of all play-areas (greens, teeing area, and fairways) to achieve reduction target.¶
¶ Irrigation with purchased water of all roughs and other non-play areas prohibited.¶
¶ Reduce irrigation with purchased water of all practice areas (putting and driving ranges).¶
¶

Deleted: Ten

Deleted: 10

Deleted: 600

Deleted: for 30 consecutive days

Deleted: 600

Deleted: for 30 consecutive days

Deleted: No automatic

Deleted: midnight

Deleted: midnight

1. Automatic or hose-end irrigation is restricted to once per week for 6 hours between midnight and 6:00 A.M.

2. Hand-watering is allowed for 6 hours daily between 7:00 A.M. and 10:00 A.M. or between 7:00 PM and 10:00 P.M.

3. New landscape installation is discouraged during this time, but is allowed with an approved variance.

- **Vehicle and Boat Washing:** Use of purchased water to wash any motor vehicle, such as a motorbike, boat, trailer, or airplane is prohibited except on the designated irrigation day during normal irrigation hours. Such activity shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle. A vehicle may be washed any time at a commercial car wash facility or commercial service station. Further, this activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.

- **Pools:** The installation of new swimming pools may be prohibited unless the pool is built with a pool cover. Filling or replenishing of swimming pools with purchased water is prohibited unless the swimming pool is covered with a pool cover when not in use. The filling or replenishing of hot tubs, wading pools, and other types of pools with purchased water is prohibited. Public/community swimming pools may be exempt from this prohibition to maintain safe levels of water quality for human contact.

- **Events:** Events involving the use of purchased water such as car washes, festivals, parties, water slides, and other activities involving the use of purchased water may be prohibited.

- **Recreational areas (includes parks and athletic fields):** The areas can only be used for designated or scheduled events or activities. Unnecessary foot traffic must be discouraged. Automatic or hose-end irrigation is restricted to 6-hours once per week between midnight and 6:00 A.M. Hand watering is allowed for 6 hours daily between 7:00 A.M. and 10:00 A.M. or between 7:00 PM and 10:00 P.M.

- All purchased water customers are required to further reduce non-essential purchased water uses.

- Using purchased water for washing/rinsing of buildings, walls, structures, paved, and other hard-surfaced areas including sport courts are restricted to the designated irrigation day.

Deleted: <#>Irrigation of landscaped areas is prohibited, except with hand-held hoses, hand-held buckets, or drip irrigation. The use of hose-end sprinklers or in-ground irrigation systems are prohibited.¶

Deleted: prohibited.

Deleted: The filling

Deleted: Watering is prohibited except with a hand-held hose

Deleted: <#>Limit irrigation with purchased water of greens and teeing area to no more than LCRA's recommended outdoor watering schedule and to hand-watering only.¶
Irrigation with purchased water of landscaped turf grass and planting beds prohibited.¶
Irrigation with purchased water of all roughs and other non-play areas prohibited.¶
Limit irrigation with purchased water of all practice areas (putting and driving ranges) to once per week.¶
Irrigation with purchased water of all fairways prohibited.¶

Deleted: prohibited

- Aesthetic purchased water use prohibited.

F. **Drought Fee (\$/LUE per month):** ~~Thirty~~ dollars (~~\$30~~).

Deleted: Twenty

Deleted: 20

(5) **STAGE 4 Severe Water Shortage Conditions (Mandatory Measures)**

A. **Requirements for Initiation:** The City Council shall implement Stage 4 Severe Water Shortage Conditions when one or a combination of such triggering criteria occurs:

- The LCRA Board declares a ~~Drought Worse~~ than the Drought of Record (DWDOR) or other water supply emergency and orders the mandatory curtailment of firm water supplies.
- Upon notification from LCRA that it is declaring a DWDOR.

Deleted: drought worse

B. **Requirements for Termination:** The City Council shall implement Stage 3 Severe Water Shortage Conditions when the LCRA announces that the DWDOR mandatory water restrictions for firm water customers are no longer required.

C. **Irrigation Restrictions:** All irrigation with purchased water prohibited. All other non-essential outdoor water use is prohibited unless water source is from an alternate supply, such as reuse water, rainwater, or graywater. No hand-watering allowed.

D. **Target Purchased Water Use Reduction:** Reduce purchased water use in accordance with LCRA DCP.

E. **Purchased Water Use Reduction Response Measures:**

- Irrigation of landscaped areas is prohibited.
- Vehicle and boat washing is prohibited.
- **Pools:** The installation of new swimming pools is prohibited. The filling or replenishing of existing swimming pools, hot tubs, wading pools, and other types of pools with purchased water is prohibited. Public/community swimming pools may be exempt from this prohibition to maintain safe levels of water quality for human contact.
- **Events:** Events involving the use of purchased water such as car washes, festivals, parties, water slides, and other activities involving the use of purchased water is prohibited.
- **Recreational areas (includes parks and athletic fields):** Watering with purchased water is prohibited.

- All purchased water customers are required to further reduce non-essential purchased water uses.
- Use of purchased water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare only.
- Irrigation with purchased water of landscaped turf grass and planting beds prohibited.
- Using purchased water for washing/rinsing of buildings, walls, structures, paved, and other hard-surfaced areas including sport courts is prohibited.
- Aesthetic purchased water use prohibited.

Deleted: <#>Irrigation with purchased water of greens and teeing area prohibited.¶

Deleted: <#>Irrigation with purchased water of all roughs and other non-play areas prohibited.¶
¶
Irrigation with purchased water of all practice areas (putting and driving ranges) prohibited.¶
¶
Irrigation with purchased water of all fairways prohibited.¶

F. Drought Fee (\$/LUE per month): Thirty-Five dollars (\$35).

Deleted: Twenty

Deleted: 20

(6) STAGE 5 Emergency Water Conservation Conditions

A. **Requirements for Initiation:** The City Manager shall implement Stage 5 Emergency Water Conservation Conditions when one or a combination of such triggering criteria occurs:

- LCRA declares a natural or man-made contamination of the water supply source.
- Any other emergency water supply or demand conditions that either the LCRA General Manager or the LCRA Board determines that constitutes a water supply emergency.
- The CoLV declares a water demand emergency.
- The CoLV declares a Water Plant emergency.
- The CoLV declares a water distribution system outage.

Deleted: either

B. **Requirements for Termination:** When the LCRA and/or City Manager announce that Stage 5 Emergency Water Conservation Conditions water restrictions are no longer required.

Deleted: the

C. **Irrigation Restrictions:** All irrigation with purchased water is prohibited. All other non-essential outdoor water use is prohibited unless water source is from an alternate supply, such as reuse water, rainwater, or graywater. No hand-watering allowed.

D. **Target Purchased Water Use Reduction:** Reduce purchased water use for affected area to minimum possible purchased water use.

E. Purchased Water Use Reduction Response Measures:

- Irrigation of landscaped areas is prohibited.
- Use of purchased water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare only.
- Irrigation with with purchased water of landscaped turf grass and planting beds prohibited.
- Using purchased water for washing/rinsing of buildings, walls, structures, paved, and other hard-surfaced areas including sport courts prohibited.
- Aesthetic purchased water use prohibited.

F. Drought Fee (\$/LUE per month): TBD by City Manager

Section 5: Wholesale Purchased Water Customers

All CoLV wholesale purchased water customers are required to develop and formally adopt DCPs plans for their own systems in accordance with Title 30 Texas Administrative Code Sections 288.20 and 288.22. The water supply triggers and target reduction goals must be consistent with both the CoLV and LCRA DCPs. In addition, the measures of this plan must be at least as stringent as the drought response measures required by this Article for its retail customers. Wholesale purchased water customers must include in their wholesale water supply contracts the requirement that each successive wholesale customer develop and formally adopt a revised DCP every 5 years, subject to CoLV approval, consistent with the LCRA DCP.

(1) Normal Water Storage Conditions

The CoLV will contact wholesale purchased water customers as needed to discuss supply and demand conditions. The CoLV will provide a limited supply of consumer information and materials on water conservation measures and practices to wholesale purchased water customers.

(2) STAGE 1 Moderate Water Shortage Conditions (Mandatory Measures)

The CoLV will keep wholesale purchased water customers informed about ongoing demand, as well as current and projected water supply conditions. The CoLV will initiate discussions with wholesale purchased water customers about potential curtailment and the implementation of mandatory measures to reduce all non-essential purchased water uses.

(3) STAGE 2 Moderate Water Shortage Conditions (Mandatory Measures)

The CoLV will contact its wholesale purchased water customers to initiate mandatory measures to control purchased water demand to ensure adequate water supply for emergency response

Deleted: <#>Irrigation with purchased water of greens and teeing area prohibited.¶

Deleted: ¶
Irrigation with purchased water of all roughs and other non-play areas prohibited.¶
¶
Irrigation with purchased water of all roughs and other non-play areas prohibited.¶
¶
Irrigation with purchased water of all practice areas (putting and driving ranges) prohibited.¶
¶
Irrigation with purchased water of all fairways prohibited.¶

Deleted: .

requirements. Mandatory measures shall include the curtailment of nonessential purchased water uses in accordance with the wholesale purchased water customer's own DCP.

(4) STAGE 3 Severe Water Storage Conditions

The CoLV will contact its wholesale purchased water customers to initiate mandatory measures to control purchased water demand to ensure adequate water supply for emergency response requirements. Mandatory measures shall include the curtailment of automatic or hose-end irrigation in accordance with the wholesale purchased water customer's own DCP.

(5) STAGE 4 Emergency Water Conditions

The CoLV will contact its wholesale purchased water customers to initiate mandatory measures to control purchased water demand to ensure adequate water supply for emergency response requirements. Mandatory measures shall include the curtailment of all irrigation in accordance with the wholesale purchased water customer's own DCP.

(6) STAGE 5 Emergency Water Conditions

The CoLV will contact its wholesale purchased water customers to initiate mandatory measures to control purchased water demand to ensure adequate water supply for emergency response requirements. Mandatory measures shall include the curtailment of all irrigation in accordance with the wholesale purchased water customer's own DCP.

Section 6: Enforcement

The following enforcement provisions shall apply to all CoLV purchased water customers:

- A. No person shall knowingly or intentionally use or allow the use of purchased water from the CoLV water utility system for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Article, or in an amount in excess of that permitted by the drought response stage in effect at the time.
- B. Any person who violates this Article shall be subject to the following fines, penalties and/or conditions of service:
 - Following the first documented purchased water violation, the violator shall be given a notice specifying the type of violation and the date and time it was observed. Fines and restrictions on service that may result from additional violations.
 - Following the second documented purchased water violation, the violator shall:
 - 1. Be in violation of City Ordinance and punishable by a fine of \$100.00 which shall be included in the customer's monthly water bill.
 - Following the third documented purchased water violation, the violator shall:

Deleted: criminally responsible for the

Deleted: this Article,

Deleted: minimum

Deleted: and a maximum fine not to exceed \$500.00.¶
¶ And may

Deleted: subject to a civil penalty not to exceed \$1000.00

1. Be in violation of City Ordinance and punishable by a fine of \$250.00 which shall be included in the customer's monthly water bill.

- Following the fourth documented purchased water violation, the CoLV may, upon due notice to the customer, discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge, hereby established at \$500.00, and any outstanding charges including late payment fees or penalties. In addition, suitable assurance in the amount of a deposit of \$1000.00 must be given to the CoLV so that the same action shall not be repeated while this Article is in effect. The CoLV may apply the deposit to any surcharges or penalties subsequently assessed under this Article against a customer. The deposit, if any, shall be returned to the customer at the time of the customer's voluntary disconnection from the utility system.

C. Each day that one or more of the provisions in this plan is violated shall constitute as a separate purchased water violation. Any person, including one classified as a purchased water customer of the CoLV, in apparent control of the property where a violation occurs or originates, shall be presumed to be the violator. Any such person, however, shall have the right to show they did not commit the violation.

D. The City Manager or their designee shall have the power to enforce the provisions of this Article.

E. The Municipal Court shall have the power to issue to the City Manager or their designee administrative search warrants, or other processes allowed by law, where necessary to aid in enforcing this DCP.

F. Enforcement of fines and penalties issued pursuant to this Article is an administrative process. Customers who wish to appeal their violations, may do so in writing to the City Manager or their designee.

G. Compliance with this Article also may be sought through injunctive relief in state district court.

H. Enforcement for Wholesale Customers:

- Wholesale purchased water customers shall provide the CoLV with an order, ordinance, or resolution to demonstrate adequate enforcement provisions for the wholesale purchased water customer's own DCP.
- In addition, wholesale purchased water customers who fail to comply with the drought contingency measures in the plan may be subject to the following civil penalties, in addition to any other remedies available to the CoLV by law or under the terms of the wholesale water contracts.
- Penalties for wholesale purchased water customers:

Deleted: criminally responsible for the

Deleted: this Plan,

Deleted: minimum

Deleted: and a maximum fine of \$500.00. ¶
And may

Deleted: subject to a civil penalty of not to exceed \$1000.00...

Deleted: that he

Deleted: his

Deleted: municipal court

Deleted: his

Deleted: process

Deleted: Judicial enforcement

Deleted: may be sought through a municipal court, district court or small claims court having jurisdiction over

Deleted: matter

1. First documented violation: written notice of violation .
2. Second documented violation: penalty fee of a minimum of \$2,500.00 and a maximum fee of \$10,000.00.
3. Third documented violation: penalty fee of a minimum of \$5,000.00 and a maximum fee of \$10,000.00.

Section 7: Variances

A. The City Manager may grant variances:

- From specific applications of the outdoor purchased water schedule, providing that the variances do not increase the time allowed for watering but rather alter the schedule for watering.
- Allowing the use of alternative water supply that does not increase demand on potable water sources for outdoor use. Variance requests may be submitted to staff and need not meet the requirements of subsection below.

B. The City Manager may grant in writing temporary variances for existing purchased water uses otherwise prohibited under this article if it is determined that failure to do so would cause an emergency adversely affecting the public health, sanitation, or fire protection, and if one or more of the following conditions are met:

- Compliance with this DCP cannot be accomplished during the duration of the time the DCP is in effect.
- Alternative methods can be implemented that will achieve the same level of reduction in purchased water use.

C. Persons requesting a variance from the provisions of this DCP shall file a petition for variance with the CoLV any time the DCP or an applicable drought response stage is in effect. The City Manager or their designee will review petitions for variances. The petitions shall include the following:

- Name and address of the petitioner.
- Purpose of purchased water use.
- Specific provision of the DCP from which the petitioner is requesting relief.
- Detailed statement as to how the specific provision of this Article adversely affects the petitioner or what damage or harm the petitioner or others will sustain if petitioner complies with this DCP.

Deleted: a

Deleted: his

- Description of the relief requested.
- Period of time for which the variance is sought.
- Measures the petitioner is taking or proposes to take to meet the intent of this DCP and the compliance date.
- Other pertinent information.

D. Variances granted by the CoLV shall be subject to the following conditions, unless waived or modified by the City Manager, or their designee:

- Variances granted shall include a timetable for compliance.
- Variances granted shall expire when this Article or its requirements are no longer in effect, unless the petitioner has failed to meet specified requirements.

E. No variance shall be retroactive or otherwise excuse any violation occurring before the variance was issued.

Section 8: DCP Updates

This Article and other operational measures to conserve purchased water in times of drought will be reviewed and updated as needed to meet both TCEQ and LCRA DCP rules.

Section 9: Notification to LCRA

Notification of any mandatory provisions of the Municipal Customers DCP shall be made to the LCRA General Manager by the City Manager in writing within five (5) business days of implementation.

Section 10: Implementation

By signing below, the CoLV authorized representative warrants and represents that: (1) the City Council has approved this plan; and, (2) the representative is authorized by the City Council to implement this plan.

In a shortage of water not covered by the LCRA Water Management Plan or other conservation plan approved by TCEQ applicable to LCRA's firm water supply, a water contract customer who fails to implement its applicable DCP is subject to curtailment of firm water supply by LCRA based on the customer's pro rata share less the amount of water the customer would have saved if the customer had operated its water system in compliance with the DCP.

Approved and Accepted by Authorized CoLV Representative:

City of Lago Vista
DCP for Municipal Purchased Water Customers
October 3, 2023

Page 19

Deleted: his

Ed Tidwell, Mayor, City of Lago Vista

Date

SECTION 13.1112: CoLV Purchased Water Irrigation Schedule

(1) Normal Water Storage Conditions / STAGE 1 Moderate Water Shortage Conditions (Mandatory Measures)

Irrigate outdoors using an in-ground irrigation system or hose-end sprinkler no more than **TWICE per week** and only during scheduled days and times as indicated below. Hand-watering allowed daily between midnight and 10:00 AM or between 7:00 PM and midnight.

Residential

Odd number addresses: Wednesdays and Saturdays
Even number addresses: Thursdays and Sundays

Commercial (including large landscapes such as HOA common areas):

Tuesdays and Fridays

Watering Hours:

Midnight to 10 a.m. and 7 p.m. to midnight

(2) STAGE 2 Moderate Water Shortage Conditions (Mandatory Measures)

Irrigate outdoors using an in-ground irrigation system or hose-end sprinkler no more than **ONCE per week** and only during scheduled days and times as indicated below. Hand-watering allowed daily between midnight and 10:00 AM or between 7:00 PM and midnight.

Residential

Odd number addresses: Saturdays
Even number addresses: Sundays

Commercial (including large landscapes such as HOA common areas):

Fridays

Watering Hours:

Midnight to 10 a.m. and 7 p.m. to midnight

(3) STAGE 3 Severe Water Shortage Conditions (Mandatory Measures)

Residential

Hose-end sprinkler or automatic irrigation is restricted to ONCE per Week for 6-hours between midnight and 6:00 A.M. Hand-watering allowed for 6 hours daily between 7:00 A.M. and 10:00 AM or between 7:00 PM and 10:00 P.M.

Deleted: No hose

Deleted: midnight and 10:00 AM or between

Deleted: midnight

Commercial (including large landscapes such as HOA common areas):

Hose-end sprinkler or automatic irrigation is restricted to ONCE per Week for 6-hours between midnight and 6:00 A.M. Hand-watering allowed for 6 hours daily between 7:00 A.M. and 10:00 A.M. or between 7:00 P.M. and 10:00 P.M.

Deleted: No hose

Deleted: midnight

Deleted: AM

Deleted: PM

Deleted: midnight

Deleted: to 10 a.m.

Deleted: p.m. to midnight

Watering Hours:

- Hose-end or automatic irrigation is between Midnight and 6:00 A.M.
- Hand watering allowed daily between 7:00 A.M. and 10:00 A.M. or between 7:00 P.M. and 10:00 P.M.

(4) STAGE 4 Severe Water Shortage Conditions (Mandatory Measures) / STAGE 5 Emergency Water Conservation Conditions:

Residential

All irrigation prohibited. No hand-watering allowed.

Commercial (including large landscapes such as HOA common areas): All

irrigation prohibited. No hand-watering allowed.

Watering Hours:

None.

(5) STAGE 5: Emergency Water Restrictions

- All irrigation with purchased water is prohibited
- No waivers and/or variances will be issued.
- All non-essential use of purchased water is prohibited.
- All dust control operations shall cease.
- All fire hydrant meters shall be locked unless otherwise needed for public health and safety.

Deleted: ¶

¶
¶
¶
¶
¶
¶
¶
¶
¶
¶
¶

Page Break

¶
Appendix B: Summary of CoLV Water Demand, Supply, and Emergency Restriction Stages¶
¶

|

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 19, 2023

SUBMITTED BY: Roy Jambor, Development Services

SUBJECT: Hold a public hearing and consider Ordinance 23-10-19-02; an ordinance of the City Council of Lago Vista, Texas amending Section 11.60 of Chapter 14 of the Lago Vista Code of Ordinances regarding the requirements for a special exception approved by the Board of Adjustment.

BACKGROUND: In January of 2023, the Lago Vista City Council adopted Ordinance No. 23-01-19-02 which had the Board of Adjustment rather than the Planning and Zoning Commission begin considering special exception applications to approve additional height. The purpose of that amendment was to correct an inconsistency between our Code of Ordinances with the apparent intent of the Texas Local Government Code. For similar reasons, Ordinance No. 23-03-02-03 was adopted to amend the procedures for obtaining relief from the development standards otherwise required for accessory buildings. Except for the desired deviation in the approval standard, that previous “conditional use” was otherwise similar to a zoning variance and unrelated to that specific use. As before, the purpose was to correct an inconsistency between local ordinances and the intent of the *Texas Local Government Code*.

Shortly thereafter, the interim City Attorney noticed that we failed to make an additional change in the special exception approval procedures that should have been included in at least one of those recent ordinance amendments. Section 211.009(c)(2) of Chapter 211 of the *Texas Local Government Code* specifies that the “concurring vote of 75 percent of the members of the board is necessary to...decide in favor of an applicant on a matter on which the board is required to pass under a zoning ordinance.” That clearly includes special exception approvals as Section 211.009(a)(2) of that same chapter provides the “board of adjustment may hear and decide special exceptions to the terms of a zoning ordinance when the ordinance requires the board to do so.”

Fortunately, all of the special exception applications approved by the Board of Adjustment after adoption of Ordinance 23-01-19-02 included the concurring vote of at least 75 percent of the eight members, regardless of the number of members in attendance at any given meeting. In preparing the draft, the staff noticed a few unrelated errors or oversights that warranted attention and that are included in the proposed draft amendment. A minor grammatical error involving punctuation was discovered in Section 11.60(a) that has been corrected. It was also noticed that Section 11.60(b)(2)(B) did not seem to acknowledge that special-called meetings of the Board of Adjustment are occasionally required. Finally, it was noticed that Section 11.60(d)(1) did not explicitly authorize the Board of Adjustment to include conditions whenever required to maintain the mandated approval standards.

FINDINGS:

In accordance with Section 13.30 of Chapter 14, an amendment to the text of the Zoning Ordinance requires that: 1) it be initiated by the Planning and Zoning Commission or City Council; 2) the Commission hold at least one public hearing which was conducted on September 14, 2023; and 3) the City Council hold at least one public hearing which is scheduled for October 19, 2023.

Prior to the public hearing at the September 14, 2023, regular meeting of the Planning and Zoning Commission, the Board of Adjustment was informed of the proposed draft amendment at their special call meeting on September 11, 2023. They acknowledged the need for the amendment without additional comment to be forwarded to the Planning and Zoning Commission later that week. Following that public hearing, the Planning and Zoning Commission unanimously recommended the proposed draft ordinance amendment. Five of the seven members of the Commission were in attendance at that meeting.

FINANCIAL IMPACT: N/A

ATTACHMENTS:

[23-10-19-02 Amend Chapter 14, Sec 11.60 - Special Exception Super Majority.pdf](#)

ORDINANCE NO. 23-10-19-02

AN ORDINANCE OF THE CITY COUNCIL OF LAGO VISTA, TEXAS, AMENDING SECTION 11.60 OF CHAPTER 14 OF THE LAGO VISTA CODE OF ORDINANCES REGARDING THE REQUIREMENTS FOR A SPECIAL EXCEPTION APPROVED BY THE BOARD OF ADJUSTMENT; AND PROVIDING FOR RELATED MATTERS.

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

WHEREAS, the City Council of the City of Lago Vista has previously established provisions within Section 11.60 of Chapter 14 of the Lago Vista Code of Ordinances regarding the procedures and requirements related to special exception approvals by the Board of Adjustment; and

WHEREAS, it was recently noticed following an amendment to those provisions to achieve consistency with the *Texas Local Government Code* that additional language was required to achieve that desired outcome; and

WHEREAS, after that omission was brought to their attention, the Planning and Zoning Commission of the City of Lago Vista has undertaken a review of those existing provisions within Section 11.60 of Chapter 14 of the Lago Vista Code of Ordinances following a public hearing conducted at their regular meeting on September 14, 2023; and

WHEREAS, the Planning and Zoning Commission of the City of Lago Vista has forwarded a recommendation to the City Council to amend those requirements contained in Section 11.60 of Chapter 14 of the Lago Vista Code of Ordinances as described below; and

WHEREAS, the City Council at its public hearing to consider this ordinance amendment held on October 19, 2023, reviewed the recommendation, and found the changes to be warranted.

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

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

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

SECTION 2. AMENDMENT. The City Council of the City of Lago Vista, Texas, does hereby amend Chapter 14 of the Lago Vista Code of Ordinances as shown in **Exhibit “A.”**

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

SECTION 4. SEVERABILITY CLAUSE. If any section, subsection, article, paragraph, sentence, clause, phrase or word in this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5. 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 19th day of October 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”

CHAPTER 14

ZONING

11.60 Special Exceptions Approvals

- (a) Purpose. Except as specifically described elsewhere herein, these land use regulations are based upon the division of the City of Lago Vista into zoning districts, within which the treatment of land and improvements is substantially uniform. It is recognized, however, that there are certain improvements that, because of their unique characteristics or circumstances, must be considered individually to address the impact on neighboring land and the community while considering a specific need at a particular location. As such, the Board of Adjustment may approve a special exception in accordance with the various specific procedures described in this section. Such approval, with or without conditions, shall be based on the standards described below.
- (b) Generally.
 - (1) Application and Fee. An application for a special exception approval in accordance with the provisions of this chapter shall be made in writing to the City using a form prescribed by the City Manager or their designee and shall be accompanied by the application fee prescribed by ordinance. Applications shall also include all documents required to describe relevant aspects of the proposed construction and additional information as may be requested to facilitate a proper and complete evaluation. Such information shall include, but not be limited to site plans, survey of existing improvements and protected trees, topographic information, and accurate building plans drawn to scale.
 - (2) Public Hearing. The Board of Adjustment shall hold a public hearing prior to consideration of any special exception application.
 - (A) Notice requirements for a public hearing by the Board of Adjustment for a special exception approval shall meet the standards in Section 13.40.
 - (B) The public hearing to consider a special exception application shall be held at a regularly scheduled or special call Board of Adjustment meeting. The Board may adjourn the public hearing and reopen the hearing on the site seeking the special exception approval at a time announced during the meeting that includes the original public hearing.
 - (C) Board of Adjustment members shall adequately prepare to make the required determinations, including studying the application material and visiting the site, subject to compliance with the City’s ethics policy and in the absence of a disability. Board members who have not adequately prepared may not vote on the consideration of a special exception application.

- (3) Approval Requirements. The concurring vote of 75 percent of the members of the Board of Adjustment is necessary for approval of a special exception.
- (4) Term. As opposed to a variance approval, a special exception approval shall expire in one calendar year if not incorporated in a building permit. However, the City Manager or their designee may approve a maximum of two extensions of six months each (a total maximum of one year) upon a showing of hardship received prior to the expiration. Special exception approvals also expire upon abandonment, either voluntary or involuntary, of one calendar year or longer. A new special exception application and approval is required for any approval that has expired or for extensions beyond a term of three years.
- (5) Appeal. Any individual or group jointly or severally aggrieved by a decision of the Board of Adjustment related to a special exception application may present that matter to a court provided under state law.

(d) Special Exception to Accessory Building Development Standards.

- (1) Approval Standards. Provided the applicant has fully complied with all requirements, the Board of Adjustment may approve relief from strict compliance with any of the development standards for accessory buildings required by Section 6.10. The approval of the Board may include whatever conditions might be required to ensure that the relief does not:
 - (A) materially diminish the aesthetic quality of the subject property when viewed from adjacent property, nearby property, or a public right-of-way; and
 - (B) result in any change in the level of privacy otherwise afforded to adjacent property.

CHAPTER 14

ZONING

11.60 Special Exceptions Approvals

- (a) Purpose. Except as specifically described elsewhere herein, these land use regulations are based upon the division of the City of Lago Vista into zoning districts, within which the treatment of land and improvements is substantially uniform. It is recognized, however, that there are certain improvements that, because of their unique characteristics or circumstances, must be considered individually to address the impact on neighboring land and the community while considering a specific need at a particular location. As such, the Board of Adjustment⁷ may approve a special exception in accordance with the various specific procedures described in this section. Such approval, with or without conditions, shall be based on the standards described below.
- (b) Generally.
 - (1) Application and Fee. An application for a special exception approval in accordance with the provisions of this chapter shall be made in writing to the City using a form prescribed by the City Manager or their designee and shall be accompanied by the application fee prescribed by ordinance. Applications shall also include all documents required to describe relevant aspects of the proposed construction and additional information as may be requested to facilitate a proper and complete evaluation. Such information shall include, but not be limited to site plans, survey of existing improvements and protected trees, topographic information, and accurate building plans drawn to scale.
 - (2) Public Hearing. The Board of Adjustment shall hold a public hearing prior to consideration of any special exception application.
 - (A) Notice requirements for a public hearing by the Board of Adjustment for a special exception approval shall meet the standards in Section 13.40.
 - (B) The public hearing to consider a special exception application shall be held at a regularly scheduled **or special call** Board of Adjustment meeting. The Board may adjourn the public hearing and reopen the hearing on the site seeking the special exception approval at a time announced during the meeting that includes the original public hearing.
 - (C) Board of Adjustment members shall adequately prepare to make the required determinations, including studying the application material and visiting the site, subject to compliance with the City's ethics policy and in the absence of a disability. Board members who have not adequately prepared may not vote on the consideration of a special exception application.
 - (3) Appeal Approval Requirements. ~~Any individual or group jointly or severally aggrieved by a decision of the Board of Adjustment related to a special exception application may present that matter to a court provided under state law.~~ The concurring vote of 75 percent of the members of the Board of Adjustment is necessary for approval of a special exception.

- (4) Term. As opposed to a variance approval, a special exception approval shall expire in one calendar year if not incorporated in a building permit. However, the City Manager or their designee may approve a maximum of two extensions of six months each (a total maximum of one year) upon a showing of hardship received prior to the expiration. Special exception approvals also expire upon abandonment, either voluntary or involuntary, of one calendar year or longer. A new special exception application and approval is required for any approval that has expired or for extensions beyond a term of three years.
- (5) Appeal. Any individual or group jointly or severally aggrieved by a decision of the Board of Adjustment related to a special exception application may present that matter to a court provided under state law.

(d) Special Exception to Accessory Building Development Standards.

- (1) Approval Standards. Provided the applicant has fully complied with all requirements, the Board of Adjustment may approve relief from strict compliance with any of the development standards for accessory buildings required by Section 6.10. The approval of the Board may include whatever conditions might be required to ensure that the relief does not:
- (A) materially diminish the aesthetic quality of the subject property when viewed from adjacent property, nearby property, or a public right-of-way; and
 - (B) result in any change in the level of privacy otherwise afforded to adjacent property.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 19, 2023
SUBMITTED BY:	Sean Vance, Parks and Recreation
SUBJECT:	Discussion, consideration and possible action on future projects to be presented by Keep Lago Vista Beautiful.
BACKGROUND:	Keep Lago Vista Beautiful (KLVB) is a voluntary community organization that takes pride in keeping areas around the city maintained with foliage, art work and plantings. This organization also assists with maintaining City owned areas such as Bowden Point, the Golf Course Clubhouse and Dawn Drive. In recent months, KLVB has been working with local artists to provide murals on structures such as traffic signal boxes, walls at the youth baseball fields and elementary school.
FINDINGS:	During the FY2023-2024 budget process, the City Council allocated \$31,100 to help fund KLVB projects. A representative from the organization will present last fiscal year accomplishments and upcoming projects funded by the City.
FINANCIAL IMPACT:	Funding approved by Council in the 2023-2024 Budget for KLVB equals \$31,100.
ATTACHMENTS:	Annual Report 2022_23 PDF Final.pdf Dawn Drive Median Renovation PDF.pdf KLVB 5-Year Project Plan PDF.pdf KLVB Report to Council 10192023.pdf

We started out strong in January, we had a nice group of folks at the Golf Course Patio that removed about 4 cubic yards of existing soil and replaced it with new soil, compost and the old mulch. Several new plants were added and then mulch was added for water conservation. The soil we removed was spread out onto the lawn right below the beds.



We made a new area in Faye's Garden for Wildflowers. We weeded that area and then built it up with Austin Stone and put down drip irrigation. We added some Austin Stone along with landscape fabric around the trees we planted from the Women's Grant to try to help with the water runoff.

We had our first potluck at Grace Fellowship Hall and all that attended had a great time and we had some super food. We hope to have more in the coming years.



Our first mural, Flock of Monarchs, painted by James and Michelle Hoyt. Then our second mural on Lohman Ford and Boggy Ford was completed and was painted by Sam Montag and her girls.

Denise Sellers gave a speech to the Lago Vista Garden Club, and it was well received and we obtained a couple of new members. She also spoke at the Chamber Coffee. KLVV hosted the Chamber Luncheon and Denise gave a short speech.

Once again we helped the City with the fall and Spring City Wide Clean Up.

We handed out over 600 samplings and plants on Arbor Day.

All of our Beautification signs have been restored and we even added a new one at the Highland Lakes Rock. Thanks to Chris Williams for constructing the frames and painting them. And he waited until the price of metal went down saving us a lot of money. Then we had Jeff Rosprim engrave letters on some new wood to replace some of the old rotten wood and the new sign. He also planed the wood to make it clean and smooth with the help of Dan Sellers. Karen Guess painted the white letters. The "Bowden Point" sign was painted by Denise Sellers.

We did our first Waterway Clean up followed by a potluck. It was a huge success and all that attended the potluck had a great time.



We had a booth at the NorthShore Craft Beer Fest and we had many folks visit our booth. We had games for the kids and they seemed to enjoy them.

Eric Zeno, Lago Vista Economic Development Director, came and spoke at our meeting telling us about all the things he is doing to help Lago Vista bring in more business.

Austin Stone was put around the edge of the flowerbed with the red planter box located at Veteran Park.

We picked up litter prior to the Primavera Bike Race and a few members volunteered to direct traffic during the race.

We changed over Web Host and changed the name. Our website now is keeplagovistabeautiful.com.

We applied for the GCAA and received a score of 99.5, the highest we ever received. A big thank you goes out to all involved in getting this information together but especially to Clara Grabarkewitz and Gianna Panetta for the excellent job in the writing of the grant application.

We received the Gold Star Affiliate recognition for the third straight year in a row.

At Lago Fest we handed out our cards and litter bags. We walked among the folks instead of having a booth and it worked out very nicely. We had a lot of great comments from the people.

We installed two sculptures at Bowden Point thanks to Randy Halstead. They are "1804 Rockmoor" and "Twisting".



A great group of ladies met over at Donna Nash's home and redid about 45 of our Christmas wreaths. We will sparkle this Christmas season.

Thanks to all the generous donations we have received over the past few years we were able to decorate for Christmas and all the community really loved it.

We applied for the Lago Vista Women's Grant and received \$3,000. We purchased a bench for Lohman Ford and Boggy Ford, a picnic table for Bowden Point and had the original Bowden Point bench powder coated. We purchased tie downs and chain to secure. A child's bench that was salvaged from the Trash Off was refurbished and set out at Bowden Point.



The 2023 Long Term Planning Project was the Lago Vista Wall, and it was completed and was under budget thanks to Dan Sellers. The original Sailboat purchased by KLVV was modified and is now the center piece of the Lago Vista Wall along with new backlit letters. We amended the soil, planted new plants and added some colored glass under the sailboat to give it a look of being in the water. The wall was properly cleaned by Window Works and Ace Hardware made a donation for the Happy Frog Soil Conditioner we added.

A plaque for Tom Roznowski was purchased and his wife Janis will purchase a tree and the tree and plaque will be placed at Veteran's Park.

Our storage shed was renovated. Several members took the old shingles off the roof and put new ones on. The shingles, nails and flashing were donated by Clear Choice Roofing. We put on new hardy board siding thanks to LTX Custom Homes. Janis Roznowski picked up free paint to paint the shed from Austin Recycling. This was done in the heat of the summer months.



Once again we wrapped up the 4th of July Parade picking up trash after the parade. We also had a Golf Cart entry thanks to Gary and Cathy Tupa for decorating and driving their golf cart. Also, Mike Schneider drove his golf cart with our KLVB banner with Frank Coletta riding along.

We hauled water by the bucketful to water in Aug. We had a citizen go to their property in another county and bring us back our 3 water barrels from a water well they owned. Also, other members saved any and all the water from their own homes to water some of our plants. This was due to the “No Outside Watering” restrictions imposed by our City when much needed maintenance was performed on our water intake system.

A new element was added to KLVB, “Art in Public Places” Committee. It is chaired by Sam Montag. Their first art addition will be a mural at the ball field located across from the Middle School on Bar-K Ranch Road.

There were 5 Puzzle Exchange boxes made and put in different areas of town for people to trade out puzzles. Puzzle Exchange Boxes in Lago Vista locations are outside the Chamber building on FM 1431, The Candy Bar in the Shopping Center, the Hope Center on Dawn Drive, Bowden Point at National and Highland Lakes Drive by the AT&T boxes and Lakeside Christian Fellowship Christian Church at 1922 American Drive.

We participated in the Trunk or Treat event at the High School.

We applied for the Our Texas Our Future Grant to help rebuild the LVES Garden. The LVES PTO, The Lago Vista Garden Club, the Scouts and some of the High School Students will be helping with this project.

Sam Montag along with several 3rd grade students painted two sides of a fence at the LVES and they will paint the other two sides in the near future.



We have 175 volunteers picking up 159 streets in Lago Vista in our Adopt A Street Program.

KLVB member hours just in this past year:

Adopt a street 483.5

Adopt a spot 1266.25

Meeting/ Admin 670.35

Special 907

Bags of trash 576

KLVB 2024 PROJECT
DAWN DRIVE MEDIAN /
MOSAIC POLLINATOR GARDEN

The purpose of this document is to provide the details of how KLVB will approach this project. In addition, it is to provide a +/-10% estimate of expenses to complete project.

The following is a suggested step-by-step process in which KLVB would approach the execution of this beautification project:

Step 1:

Purchase fiberglass pollinator forms for mosaic work.....**\$7,500.00**

Step 2:

Mindy Henson has agreed to do all the mosaic work on the pollinators for the cost of the materials only. Purchase mosaic materials per Mindy's direction.....**\$5,500.00**

Step 3:

Revise layout of the two existing lantana beds with the incorporation of a new third bed between the two existing beds. This will involve the scraping away of approximately 6" of existing crushed granite and removal of existing landscape fabric. A tree removal is required with the understanding that a replacement tree on the Dawn Median will be provided by KLVB.....**N/C**

Step 4:

Install new masonry edging to one side of the new beds**\$4,000.00**

Step 5:

Install new bender board to the opposite side of the new beds.....**\$500.00**

Step 6:

Add planting mix and/or amend existing soil.....**\$350.00**

Step 7:

Install new mosaic pollinators.....\$150.00

Step 8:

Install new native plant landscaping\$550.00

Step 9:

Install new drip irrigation.....\$150.00

Step 10:

Install new hardwood mulch\$300.00

Total Project Cost.....\$19,000.00

KLVB 5-YEAR PROJECT PLAN

The purpose of this document is to provide preliminary estimates to upcoming projects. The estimates provided in this document are intended to convey +/-30% accuracy. This document is meant to be dynamic and is subject to change as more information becomes available.

Please refer to the individual project documents for the step-by-step construction details and current estimate information.

These expenditures do not include the normal annual operating expenses such as Adopt-A-Spot maintenance, miscellaneous dues, general supplies, KLVB apparel, etc.

2023 - 2024 Projects

1. Dawn Drive Median / Mosaic Pollinator Garden

Renovate area occupied by the two existing Lantana beds.
Integrate one new bed with the two existing beds. Add new
mosaic pollinator art features.....**\$19,000.00**

2. City Mural

Paint mural on City Baseball Field Concession Building by local
artist.....**\$1,700.00**

3. City-Wide Murals (“Art In Public Places”)

Paint murals at Police Station (public safety awareness theme),
Rusty Allen Airport fuel tank (aviation theme), Sunset Park
Restroom and City Swimming Pool.....**\$10,000.00**

4. Green Space between City Hall and Library

Further development to include additional walkways, artwork
and new multi-use area adjacent to Library**In Progress**

2023 - 2024 Estimated Project Cost.....\$30,700.00

2024 - 2025 Projects

1. Bowden Point Renovation (Phase 1)

Renovate area to incorporate a new park sign at existing masonry structure, walkways, sculptures, art features, outdoor game areas, harmony park features, playscape, tables, benches and additional parking. This effort would be in collaboration with the COLV.....**In Progress**

2024 - 2025 Estimated Project Costs.....In Progress

2025 - 2026 Projects

1. Bowden Point Renovation (Phase 2)

Renovate area to incorporate a new park sign at existing masonry structure, walkways, sculptures, art features, outdoor game areas, harmony park features, playscape, tables, benches and additional parking. This effort would be in collaboration with the COLV.....**In Progress**

2. Directional Sign at RR1431 and Bar-K Intersection

Development of the immediate area surrounding the directional sign at the intersection of RR1431 and Bar-K. The project scope would be contingent upon future COLV signage guidelines.....**In Progress**

2025 - 2026 Estimated Project Costs.....In Progress

2026 - 2027 Projects

1. Bowden Point Renovation (Phase 3)

Renovate area to incorporate a new park sign at existing masonry structure, walkways, sculptures, art features, outdoor game areas, harmony park features, playscape, tables, benches and additional parking. This effort would be in collaboration with the COLV.....**In Progress**

2026 - 2027 Estimated Project Costs.....In Progress

2027 - 2028 Projects

1. To be determined.....In Progress

2023/2024/2025/2026/2027/2028 Estimated Project Cost.....\$30,700.00



KLVB Report to Council
October 19, 2023

Topics

- **Dawn Drive Renovation Project**
- **Art in Public Places**
- **Green space between City Hall and the Library**
- **Appendix**
 - **Dawn Drive Renovation Project Detailed Plan**
 - **KLVB 5 Year plan**
 - **KLVB Annual Report**

2024 KLV B Project - Pictures



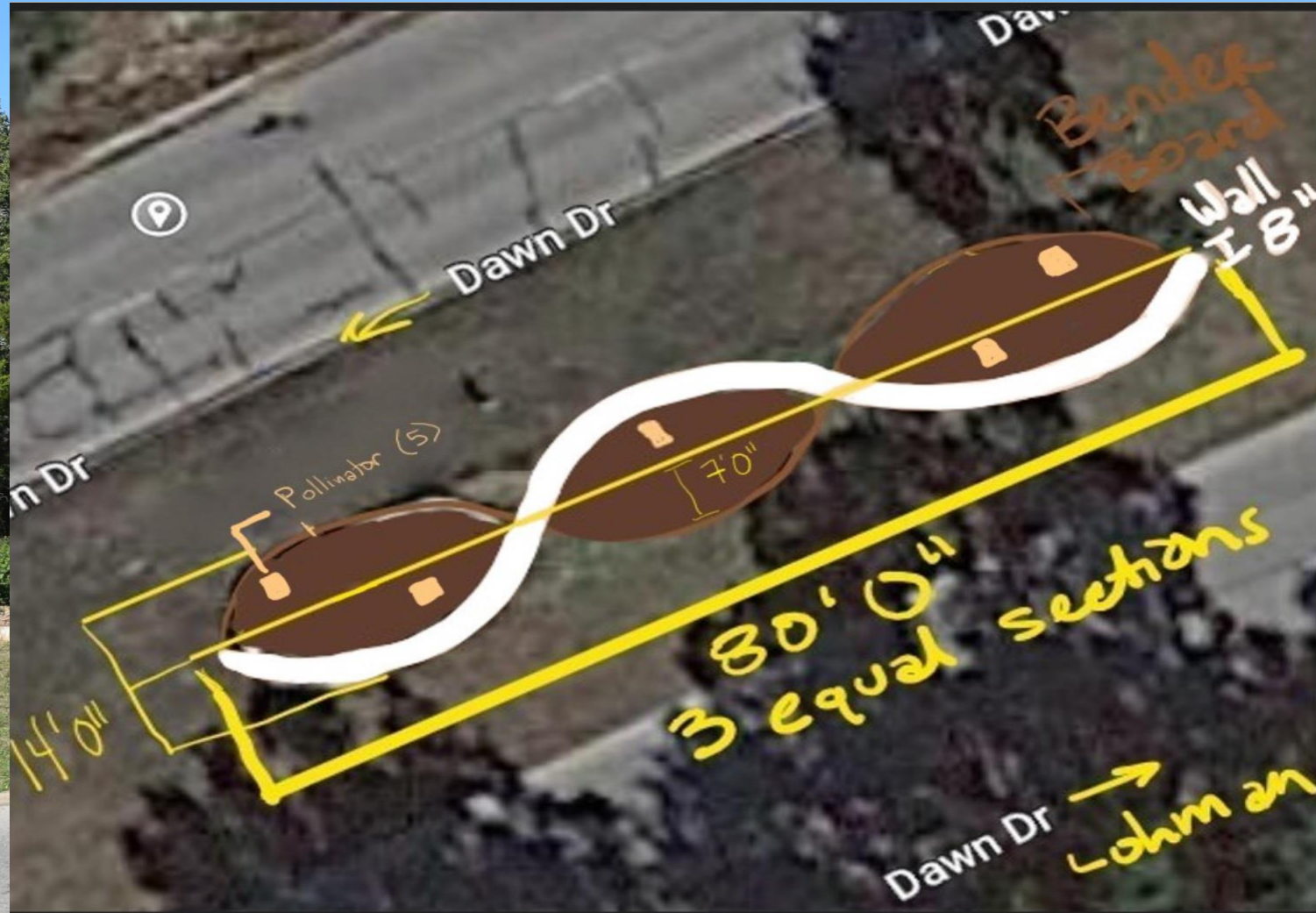
Two perspectives of the existing site
Seeking approval and permission to start construction

2024 KLVB Project - Pictures



Showing new Austin Stone border wall and dimensions. Remove existing tree closest to Deer Run Street

2024 KLVB Project - Diagram



Showing new Austin Stone border wall, New Bender Board border wall, Mosaic Pollinator Locations, and Additional Dimensions.

2024 KLVB Project – Pictures of Figurines

Fiberglass hummingbird form

Mosaic glass to be applied by local artist

Mounted on metal stand 24" above ground

Wingspan: 48" Head-to-tail: 36"



2024 KLVB Project – Pictures of Figurines

Fiberglass butterfly form

Mosaic glass to be applied by local artist

Mounted on metal stand 24" above ground

Wingspan: 36"



2024 KLVB Project – Pictures of Figurines

Fiberglass honeybee form

Mosaic glass to be applied by local artist

Mounted on metal stand 24" above ground

Body: 24" Top-bottom: 36"



Art In Public Places



LAGO VISTA

Seeking approval of artwork and permission to begin.

No. 84 - year Lago Vista established as a city

Vaughan is the name of a girl that played on the LV softball team and 12 was her number. She was tragically killed in an auto accident this past year. Her family has provided permission to use her name and number to recognize her.

Art In Public Places



Seeking approval of location only.
Stucco portions of building and wall only.
Will seek approval of artwork at a later date.
Chief Boshears has stated support of the project
Project theme to be Public Safety Awareness

Art In Public Places



Seeking approval of location only.
Mural applies to all four sides.
Will seek approval of artwork at a later date.
Parks and Recreation has stated support of the project
Project theme to be Natural Elements of the Park

Art In Public Places

**Seeking approval of location only.
Mural applies to all four “windows”.
Will seek approval of artwork at a later date.
Parks and Recreation has stated support of the project
Project theme undecided**

Art In Public Places



Seeking approval of location only.

Aware of Aviation regulations of fuel tanks

Will seek approval of artwork at a later date.

Parks and Recreation has stated support of the project

Project theme Aviation

Municipal Green Space

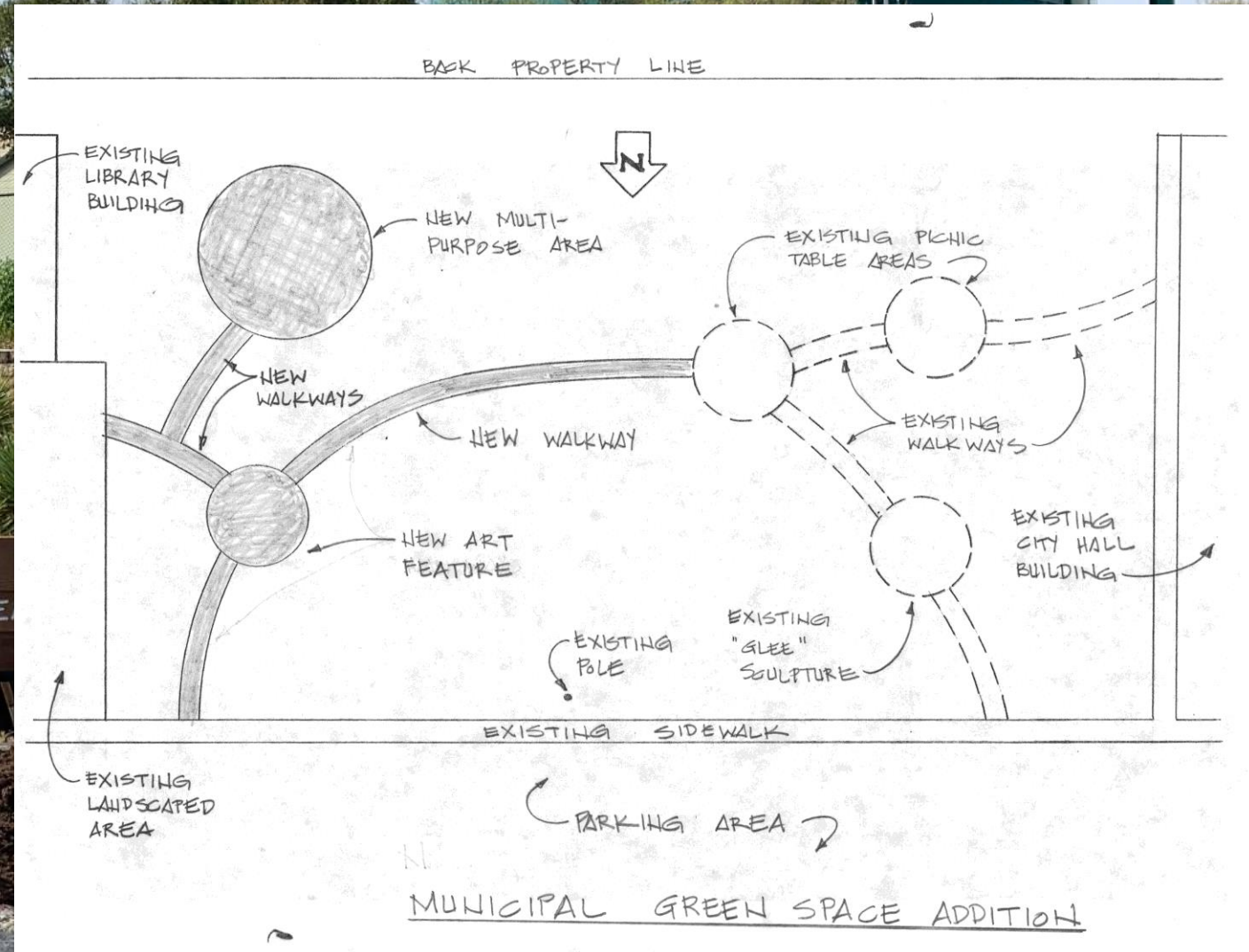
Seeking approval to expand existing green space amenities.

Add:

- Walkways
- Art feature (To be determined)
- New multi-use area consisting of tables and benches for adults and children

New area could be used for events for children sponsored by the library.

Jan Steele has stated support for the project.



Questions?





Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 19, 2023
SUBMITTED BY:	Tracie Hlavinka, City Manager
SUBJECT:	Discussion, Consideration, and possible action on Resolution 23-2019; a resolution by the City of Lago Vista, Texas, authorizing proceeding with the issuance of City of Lago Vista, Texas, Certificates of Obligation; directing publication of notice of intention to issue Certificates of Obligation; and other related matters.
BACKGROUND:	The Lago Vista City Council has deemed it advisable to give notice of intention to issue Certificates of Obligation bonds in a maximum principal amount not to exceed \$18,000,000. The City's Bond Counsel and Financial Advisor are in attendance to answer questions.
FINDINGS:	During the FY2023-2024 budget discussions, the City Council directed staff to initiate Certificate of Obligation process to assist with funding CIP projects.
FINANCIAL IMPACT:	The Lago Vista City Council proposes to provide for the security and payment of the Certificates of Obligation bonds by a pledge of ad valorem taxes upon all taxable property within the Lago Vista city limits as allowed by law and from a limited pledge of the City's surplus water and wastewater system revenues.
ATTACHMENTS:	23-2019 COs Intent_Resolution_10.12.2023.pdf COs Supporting Documents.pdf

RESOLUTION NO. 23-2019

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, AUTHORIZING PROCEEDING WITH THE ISSUANCE OF CITY OF LAGO VISTA, TEXAS CERTIFICATES OF OBLIGATION; DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AND OTHER RELATED MATTERS

THE STATE OF TEXAS §
COUNTY OF TRAVIS §
CITY OF LAGO VISTA §

WHEREAS, the City Council (the "Council") of the City of Lago Vista, Texas (the "City") has determined it to be in the City 's best interest to issue certificates of obligation for paying all or a portion of the City's contractual obligations incurred or to be incurred for (i) constructing, improving, and/or renovating City parks, to include the municipally owned golf course and swimming pool; (ii) improving, expanding and constructing City streets including related drainage, sidewalks, traffic improvements and lighting; (iii) improving, expanding, constructing and equipping renovations to the City's water and wastewater system, to include effluent dispersal irrigation, upgrading water and wastewater treatment plants and ground storage tanks; (iv) public safety equipment to include police radios; and, (v) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates (collectively the "Project"); and

WHEREAS, the Council has deemed it advisable to give notice of intention to issue the Certificates in a maximum principal amount not to exceed \$18,000,000 pursuant to the provisions of the Certificate of Obligation Act of 1971, Section 271.041 et seq., Local Government Code, as amended (the "Act"), for the purpose of financing the Project; and

WHEREAS, prior to the issuance of the Certificates, the Council is required under Section 271.041 et seq., Local Government Code to publish notice of its intention to issue the Certificates in a newspaper of general circulation in the City, the notice stating: (i) the time and place tentatively set for the passage of the order authorizing the issuance of the Certificates, (ii) the maximum amount and purpose of the Certificates to be authorized; and (iii) the manner in which the Certificates will be paid; and

WHEREAS, the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

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

1. Attached hereto is a form of the Notice of Intention to Issue the Certificates, the form and substance of which is hereby adopted and approved.

2. The City Secretary shall cause said notice to be published in substantially the form attached hereto, in a newspaper, as defined by Subchapter C, Chapter 2051, Texas Government Code, of general circulation in the area of the City, once a week for two consecutive weeks, the date of the first publication thereof to be before the 45th day before the date tentatively set for the passage of the ordinance authorizing the issuance of the Certificates.

3. This Resolution shall become effective immediately upon adoption. The City Secretary is hereby authorized and directed to execute the certificate to which this Resolution is attached on behalf of the City and the Mayor, City Secretary, the City Manager and Director of Finance are further authorized to do any and all things proper and necessary to carry out the intent of this Resolution including approving appropriate changes to the notice and approving the final form of any Preliminary Official Statement for distribution to the market in connection with the sale of the Certificates.

4. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of each series of the obligations being issued or (ii) \$9,500 per series, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the obligations.

[Execution Page Follows]

PASSED, APPROVED AND EFFECTIVE THIS _____, 2023.

City Secretary, City of Lago Vista, Texas

Mayor, City of Lago Vista, Texas

[SEAL]

**NOTICE OF INTENTION TO ISSUE
CITY OF LAGO VISTA, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION,
SERIES 2024**

NOTICE is hereby given that it is the intention of the City Council of the City of Lago Vista, Texas to issue Certificates of Obligation (the "Certificates") of the City in one or more series for the purpose of providing funds for paying contractual obligations incurred or to be incurred for: (i) constructing, improving, and/or renovating City parks, to include the municipally owned golf course and swimming pool; (ii) improving, expanding and constructing City streets including related drainage, sidewalks, traffic improvements and lighting; (iii) improving, expanding, constructing and equipping renovations to the City's water and wastewater system, to include effluent dispersal irrigation, upgrading water and wastewater treatment plants and ground storage tanks; (iv) public safety equipment to include police radios; and, (v) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates. The City Council tentatively proposes to authorize the issuance of the Certificates at its regular meeting place in the Lago Vista City Hall, 5803 Thunderbird, Lago Vista, Texas to be commenced at 6:30 p.m., on the 18th day of January, 2024. The maximum principal amount of Certificates that may be authorized for the above listed purposes is \$18,000,000. The City Council presently proposes to provide for the security and payment of the Certificates by a pledge of ad valorem taxes upon all taxable property within the City within the limits allowed by law and from a limited pledge of the City's surplus water and sewer system revenues not to exceed \$1,000.

The following information is required pursuant to Texas Local Government Code, Section 271.049(b)(4): As of October 19, 2023 principal of all outstanding debt obligations of the City is \$_____. As of October 19, 2023 combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is \$_____. The maximum principal amount of the Certificates to be authorized is \$18,000,000. The estimated combined principal and interest required to pay the Certificates to be authorized on time and in full is \$_____. The estimated interest rate for the Certificates to be authorized is _____%. Such estimate takes into account a number of factors, including the issuance schedule, maturity schedule and the expected bond ratings of the proposed bonds. Such estimated maximum interest rate is provided as a matter of information, but is not a limitation on the interest rate at which the bonds, or any series thereof, may be sold. The maximum maturity date of the Certificates to be authorized is December 31, 2053.

CITY OF LAGO VISTA
Proforma I & S Tax Rate Analysis - \$26M Million New Money
(Preliminary; subject to change)

FYE 9/30	Tax Base, plus 3.5% Annual Growth	Existing Debt	Preliminary Debt Service			Est I&S Tax Rate at 100%
			Sample \$26M at 5.13% TIC	Sample \$27MM at % TIC in	Est. Aggreg DS for I&S Tax	
2024	2,328,257,695	2,676,372	-	-	2,676,372	0.1150
2025	2,409,746,714	2,673,008	1,776,056	-	4,449,064	0.1846
2026	2,494,087,849	2,671,531	1,778,408	-	4,449,939	0.1784
2027	2,581,380,924	2,676,680	1,769,216	-	4,445,896	0.1722
2028	2,671,729,256	2,591,433	1,856,696	-	4,448,129	0.1665
2029	2,765,239,780	2,597,195	1,850,592	-	4,447,787	0.1608
2030	2,862,023,173	2,598,773	1,848,080	-	4,446,853	0.1554
2031	2,962,193,984	2,597,271	1,848,904	-	4,446,175	0.1501
2032	3,065,870,773	2,601,880	1,847,936	-	4,449,816	0.1451
2033	3,173,176,250	2,592,668	1,854,920	-	4,447,588	0.1402
2034	3,284,237,419	2,600,139	1,844,984	-	4,445,123	0.1353
2035	3,399,185,729	2,591,572	1,857,872	-	4,449,444	0.1309
2036	3,518,157,229	766,162	1,132,272	-	1,898,434	0.0540
2037	3,641,292,732	762,721	1,134,336	-	1,897,057	0.0521
2038	3,768,737,978	331,500	1,564,624	-	1,896,124	0.0503
2039	3,900,643,807	332,688	1,562,624	-	1,895,312	0.0486
2040	4,037,166,340	333,500	1,563,960	-	1,897,460	0.0470
2041	4,178,467,162	329,031	1,568,376	-	1,897,407	0.0454
2042	4,324,713,513	329,281	1,570,744	-	1,900,025	0.0439
2043	4,476,078,486	329,156	1,566,192	-	1,895,348	0.0423
2044	4,632,741,233	333,200	1,564,720	-	1,897,920	0.0410
2045	4,794,887,176	331,400	1,566,072	-	1,897,472	0.0396
2046	4,962,708,227	329,200	1,569,992	-	1,899,192	0.0383
2047	5,136,403,015	331,500	1,566,480	-	1,897,980	0.0370
2048	5,316,177,121	-	1,896,832	-	1,896,832	0.0357
2049	5,502,243,320	-	1,895,408	-	1,895,408	0.0344
2050	5,694,821,836	-	1,900,144	-	1,900,144	0.0334
2051	5,894,140,600	-	1,895,912	-	1,895,912	0.0322
2052	6,100,435,521	-	1,897,584	-	1,897,584	0.0311
2053	6,313,950,764	-	1,899,776	-	1,899,776	0.0301
2054	6,534,939,041	-	1,897,360	-	1,897,360	0.0290
2055	6,763,661,908	-	-	-	-	-
Totals		<u>\$36,307,861</u>	<u>\$ 51,347,072</u>	<u>\$ -</u>	<u>\$ 87,654,933</u>	

CITY OF LAGO VISTA, TEXAS

Certificates of Obligation, Series 2024

Timetable of Events

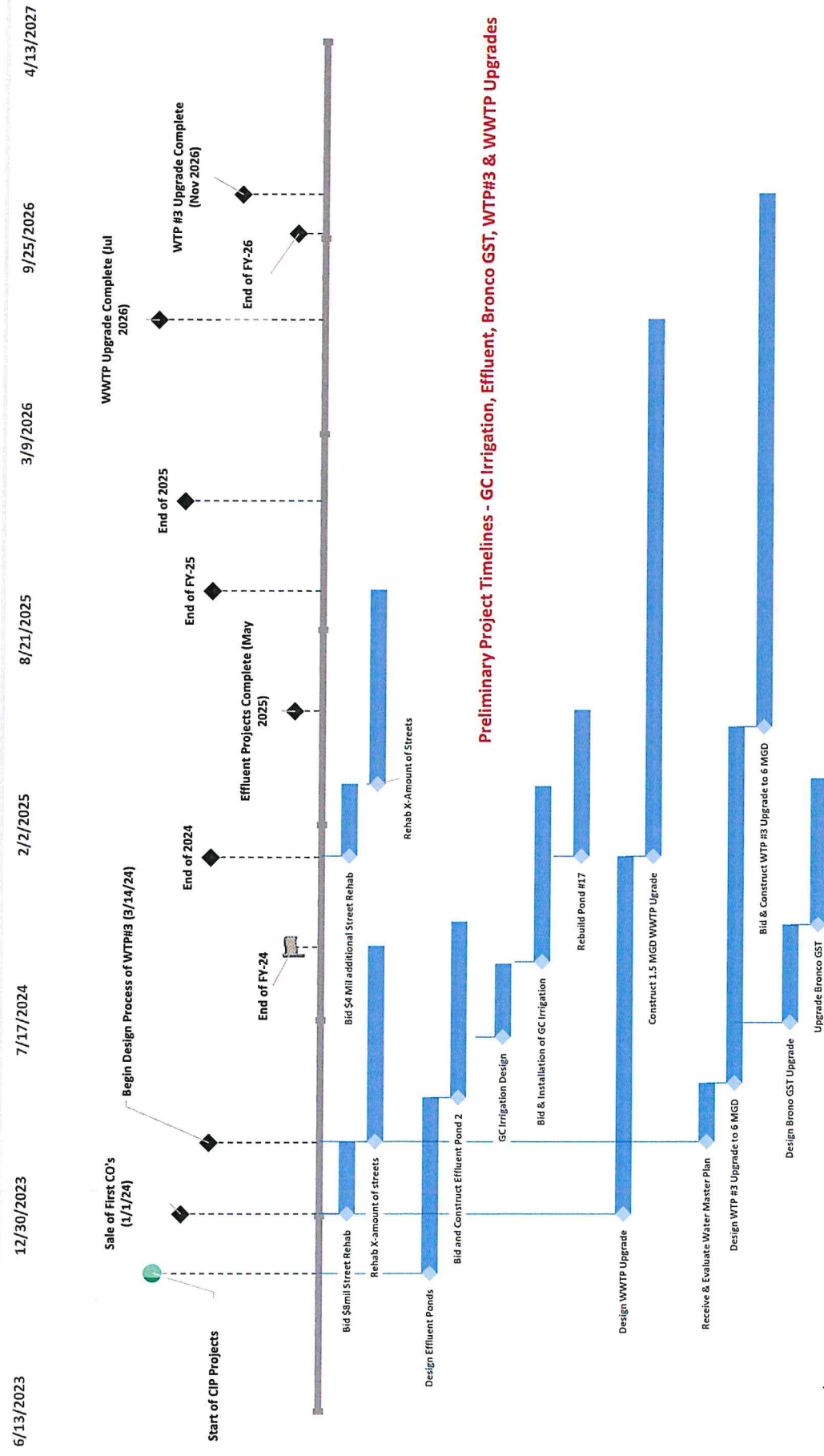
October 2023							November 2023							December 2023							January 2024							February 2024						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				

Date	Action Item	Responsible Party
Thursday, October 19, 2023	Council Approves Resolution Authorizing: (1) Publication of Notice of Intent to Issue Cos (per statute); (2) Providing for Public Hearing and Notice thereof (per chapter); (3) Reimbursement of Pre-Closing Project Expenditures.	
Tuesday, November 14, 2023	Send first draft of the Preliminary Official Statement ("POS") to Issuer and Bond Counsel.	Issuer, BC, FA
Tuesday, November 21, 2023	Application for Credit Rating.	FA
Tuesday, November 21, 2023	Receive comments on first draft of the POS from Issuer and Bond Counsel.	FA
Tuesday, November 21, 2023	1st Publication of Notice of Intent to Issue CO's (at least 45 days before sale).	Working Group
Tuesday, November 21, 2023	1st Publication of Notice of Public Hearing for CO's.	
Tuesday, November 28, 2023	Distribute second draft of the POS to the Working Group and Rating Agency.	Issuer, BC, FA
Thursday, November 30, 2023	Receive comments on the second draft of the POS from the Working Group.	FA
Friday, December 1, 2023	2nd Pub. of Notice of Intent to Issue CO's and Notice of Public Hearing.	Working Group
Week of December 18, 2023	Rating Agency Conference Call.	Issuer, BC, FA
Friday, December 8, 2023	3rd Publication of Notice of Public Hearing.	Issuer, BC, FA
Monday, December 18, 2023	Distribute third draft of the POS to the Working Group.	Issuer, BC, FA
Wednesday, December 27, 2023	Receive comments on the third draft of the POS from the Working Group.	FA
Week of January 1, 2024	Underwriter's Counsel Due Diligence Call.	Working Group
Tuesday, January 2, 2024	Distribute fourth draft of the POS to the Working Group.	Working Group
Friday, January 5, 2024	Receive comments on the fourth draft of the POS from the Working Group.	Working Group
Tuesday, January 9, 2024	Receive the Bond Rating for the CO's.	Working Group
Tuesday, January 9, 2024	Post Preliminary Official Statement for the CO's.	Issuer, FA
Thursday, January 18, 2024	Price the CO's and CO Public Hearing; Council Approves Sale of CO's (prior to budget & tax rates).	FA
Thursday, January 25, 2024	Print and distribute Final Official Statement.	Issuer, FA, UW
Wednesday, February 21, 2024	Close the Bonds.	FA

Federal Holidays
Important Working Group Dates
*Preliminary, subject to change.

Working Group

Issuer:
Bond Counsel (BC): City of Lago Vista
Financial Advisor (FA): McCall, Parkhurst & Horton L.L.P.
Underwriter (UW): TGL Financial Consulting
Underwriter's Counsel (UWC): TBD
Paying Agent (PA): TBD





Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 19, 2023
SUBMITTED BY:	Tracie Hlavinka, City Manager
SUBJECT:	Discussion, consideration and action on Resolution 23-2020; a resolution by the City Council of the City of Lago Vista, Texas, providing for a public hearing and notice of intent to issue combination tax and revenue Certificates of Obligation, Series 2024 as required by the City's home rule charter; providing an effective date; and containing other matters relating to the subject.
BACKGROUND:	The Lago Vista City Council deems it advisable to give notice of a public hearing with respect to issuing combination tax and revenue Certificates of Obligation bonds with a maximum principal amount of \$18,000,000.
FINDINGS:	During the FY2023-2024 budget discussions, the City Council directed staff to initiate Certificate of Obligation process to assist with funding CIP projects.
FINANCIAL IMPACT:	The Lago Vista City Council proposes to provide for the security and payment of the Certificates of Obligation by a pledge of ad valorem taxes upon all taxable property within the Lago Vista city limits as allowed by law and from a limited pledge of the City's surplus water and sewer system revenues.
ATTACHMENTS:	Res_IntenttoIssueBonds_10.12.2023.pdf COs Supporting Documents.pdf

RESOLUTION NO. 23-2020

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, PROVIDING FOR A PUBLIC HEARING AND NOTICE OF INTENT TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024 AS REQUIRED BY THE CITY'S HOME RULE CHARTER; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, this City Council deems it advisable to give notice of a public hearing with respect to the issuance of combination tax and revenue certificates of obligation of the City of Lago Vista, Texas (the "City"), as hereinafter provided; and

WHEREAS, it is officially found and determined that the meeting at which this Resolution has been considered and acted upon was open to the public and public notice of the time, place and subject of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended; Now, therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LAGO VISTA:

Section 1. Form of Notice. Attached hereto as Exhibit "A" is a form of Notice of Public Hearing (the "Notice"), the form and substance of which is hereby adopted and approved.

Section 2. Public Hearing and Notice. The City Council shall conduct a public hearing with respect to the issuance of the City of Lago Vista, Combination Tax and Revenue Certificates of Obligation, Series 2024 as described in the Notice at its meeting to be held on the date and at the time and place set forth in the Notice, such hearing to be held prior to action by the City Council authorizing the issuance of such special assessment revenue certificates. Notice of such public hearing, information and content substantially as set forth in the Notice shall be published once a week for three consecutive weeks in a newspaper of general circulation in the City.

Section 3. Effective Date. This Resolution shall become effective immediately upon adoption. The Mayor and City Secretary are hereby authorized and directed to execute this Resolution on behalf of the City and to do any and all things proper and necessary to carry out the intent of this Resolution including approving appropriate changes to the Notice.

PASSED, APPROVED AND EFFECTIVE this _____, 2023.

Mayor, City of Lago Vista, Texas

ATTEST:

City Secretary, City of Lago Vista, Texas

[SEAL]

EXHIBIT A

CITY OF LAGO VISTA, TEXAS NOTICE OF PUBLIC HEARING AND INTENT TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024

NOTICE IS HEREBY GIVEN that the City Council of the City of Lago Vista, Texas ("the City"), intends to issue its Combination Tax and Revenue Certificates of Obligation, Series 2024 (the "Certificates") for the purpose of providing funds for (i) constructing, improving, and/or renovating City parks, to include the municipally owned golf course and swimming pool; (ii) improving, expanding and constructing City streets including related drainage, sidewalks, traffic improvements and lighting; (iii) improving, expanding, constructing and equipping renovations to the City's water and wastewater system, to include effluent dispersal irrigation, upgrading water and wastewater treatment plants and ground storage tanks; (iv) public safety equipment to include police radios; and, (v) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates. The City will conduct a public hearing at its meeting to commence at 6:30 p.m. on January 18, 2024, expected to be held at the Lago Vista City Hall, 5803 Thunderbird, Lago Vista, Texas, on the issuance by the City of the Certificates. The following information is included in this Notice pursuant to Sections 8.10 and 8.11 of the City's Home Rule Charter: (i) the relevant statutory provisions providing for a petition and election: none; (ii) the time, date and place at which the ordinance authorizing the issuance of the Certificates is planned to be authorized: at the meeting of the City Council to commence at 6:30 p.m. on January 18, 2024, at the Lago Vista City Hall, 5803 Thunderbird, Lago Vista, Texas or via a free public video conference or other lawful electronic means; (iii) the manner and funding source proposed for the payment of the Certificates is ad valorem taxes and from a limited pledge of the City's surplus water and sewer system revenues not to exceed \$1,000; (iv) the maximum principal amount of the Certificates to be issued is \$18,000,000; and (v) the purpose for which the Certificates will be issued is for (i) constructing, improving, and/or renovating City parks, to include the municipally owned golf course and swimming pool; (ii) improving, expanding and constructing City streets including related drainage, sidewalks, traffic improvements and lighting; (iii) improving, expanding, constructing and equipping renovations to the City's water and wastewater system, to include effluent dispersal irrigation, upgrading water and wastewater treatment plants and ground storage tanks; (iv) public safety equipment to include police radios; and, (v) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates.

CITY OF LAGO VISTA
Proforma I & S Tax Rate Analysis - \$26M Million New Money
(Preliminary; subject to change)

FYE 9/30	Tax Base, plus 3.5% Annual Growth	Existing Debt	Preliminary Debt Service			Est I&S Tax Rate at 100%
			Sample \$26M at 5.13% TIC	Sample \$27MM at % TIC in	Est. Aggreg DS for I&S Tax	
2024	2,328,257,695	2,676,372	-	-	2,676,372	0.1150
2025	2,409,746,714	2,673,008	1,776,056	-	4,449,064	0.1846
2026	2,494,087,849	2,671,531	1,778,408	-	4,449,939	0.1784
2027	2,581,380,924	2,676,680	1,769,216	-	4,445,896	0.1722
2028	2,671,729,256	2,591,433	1,856,696	-	4,448,129	0.1665
2029	2,765,239,780	2,597,195	1,850,592	-	4,447,787	0.1608
2030	2,862,023,173	2,598,773	1,848,080	-	4,446,853	0.1554
2031	2,962,193,984	2,597,271	1,848,904	-	4,446,175	0.1501
2032	3,065,870,773	2,601,880	1,847,936	-	4,449,816	0.1451
2033	3,173,176,250	2,592,668	1,854,920	-	4,447,588	0.1402
2034	3,284,237,419	2,600,139	1,844,984	-	4,445,123	0.1353
2035	3,399,185,729	2,591,572	1,857,872	-	4,449,444	0.1309
2036	3,518,157,229	766,162	1,132,272	-	1,898,434	0.0540
2037	3,641,292,732	762,721	1,134,336	-	1,897,057	0.0521
2038	3,768,737,978	331,500	1,564,624	-	1,896,124	0.0503
2039	3,900,643,807	332,688	1,562,624	-	1,895,312	0.0486
2040	4,037,166,340	333,500	1,563,960	-	1,897,460	0.0470
2041	4,178,467,162	329,031	1,568,376	-	1,897,407	0.0454
2042	4,324,713,513	329,281	1,570,744	-	1,900,025	0.0439
2043	4,476,078,486	329,156	1,566,192	-	1,895,348	0.0423
2044	4,632,741,233	333,200	1,564,720	-	1,897,920	0.0410
2045	4,794,887,176	331,400	1,566,072	-	1,897,472	0.0396
2046	4,962,708,227	329,200	1,569,992	-	1,899,192	0.0383
2047	5,136,403,015	331,500	1,566,480	-	1,897,980	0.0370
2048	5,316,177,121	-	1,896,832	-	1,896,832	0.0357
2049	5,502,243,320	-	1,895,408	-	1,895,408	0.0344
2050	5,694,821,836	-	1,900,144	-	1,900,144	0.0334
2051	5,894,140,600	-	1,895,912	-	1,895,912	0.0322
2052	6,100,435,521	-	1,897,584	-	1,897,584	0.0311
2053	6,313,950,764	-	1,899,776	-	1,899,776	0.0301
2054	6,534,939,041	-	1,897,360	-	1,897,360	0.0290
2055	6,763,661,908	-	-	-	-	-
Totals		<u>\$36,307,861</u>	<u>\$ 51,347,072</u>	<u>\$ -</u>	<u>\$ 87,654,933</u>	

CITY OF LAGO VISTA, TEXAS

Certificates of Obligation, Series 2024 Timetable of Events

October 2023							November 2023							December 2023							January 2024							February 2024						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				

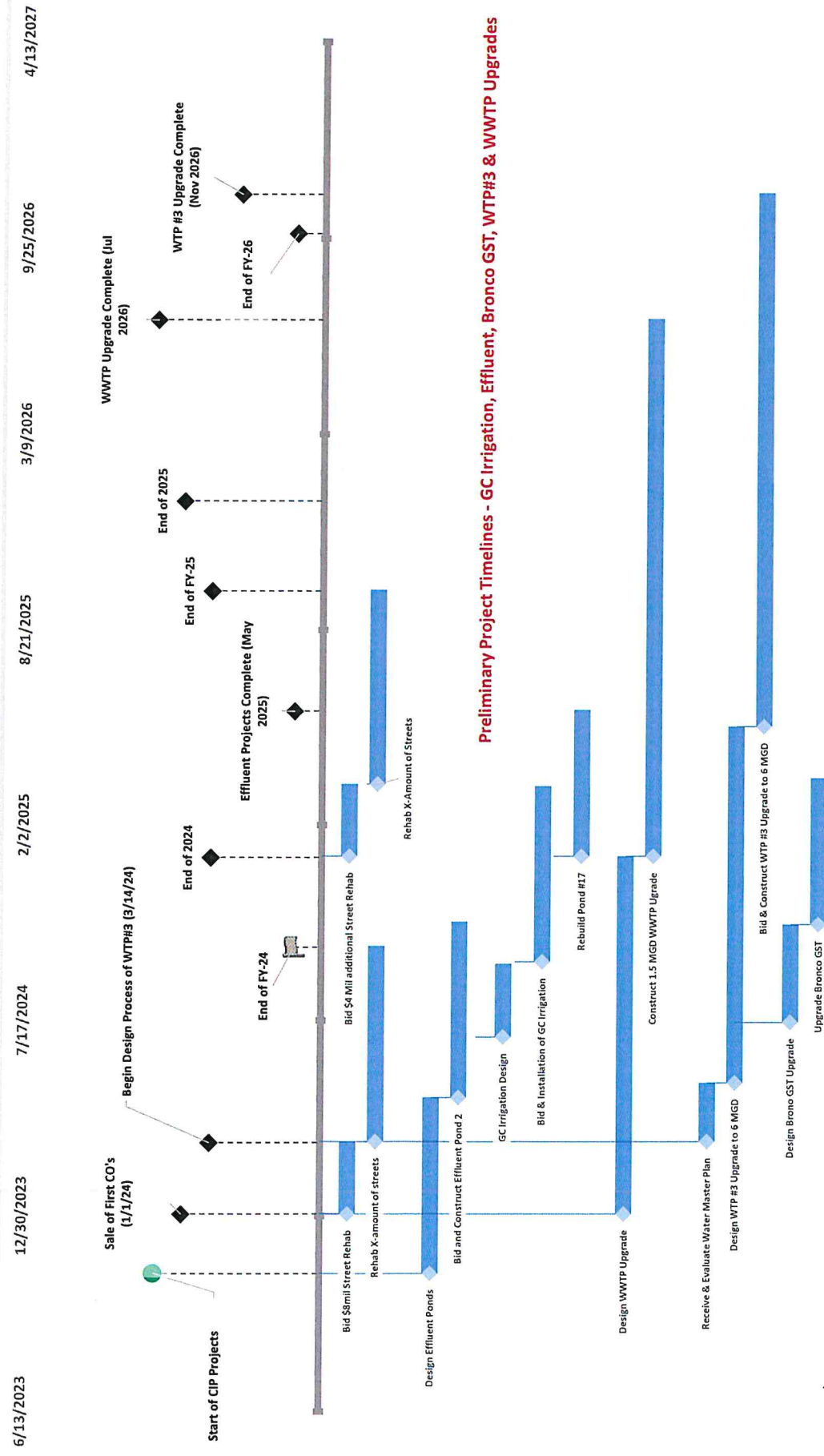
Date	Action Item	Responsible Party
Thursday, October 19, 2023	Council Approves Resolution Authorizing: (1) Publication of Notice of Intent to Issue Cos (per statute); (2) Providing for Public Hearing and Notice thereof (per chapter); (3) Reimbursement of Pre-Closing Project Expenditures.	
Tuesday, November 14, 2023	Send first draft of the Preliminary Official Statement ("POS") to Issuer and Bond Counsel.	Issuer, BC, FA
Tuesday, November 21, 2023	Application for Credit Rating.	FA
Tuesday, November 21, 2023	Receive comments on first draft of the POS from Issuer and Bond Counsel.	FA
Tuesday, November 21, 2023	1st Publication of Notice of Intent to Issue CO's (at least 45 days before sale).	Working Group
Tuesday, November 21, 2023	1st Publication of Notice of Public Hearing for CO's.	
Tuesday, November 28, 2023	Distribute second draft of the POS to the Working Group and Rating Agency.	Issuer, BC, FA
Thursday, November 30, 2023	Receive comments on the second draft of the POS from the Working Group.	FA
Friday, December 1, 2023	2nd Pub. of Notice of Intent to Issue CO's and Notice of Public Hearing.	Working Group
Week of December 18, 2023	Rating Agency Conference Call.	Issuer, BC, FA
Friday, December 8, 2023	3rd Publication of Notice of Public Hearing.	Issuer, BC, FA
Monday, December 18, 2023	Distribute third draft of the POS to the Working Group.	Issuer, BC, FA
Wednesday, December 27, 2023	Receive comments on the third draft of the POS from the Working Group.	FA
Week of January 1, 2024	Underwriter's Counsel Due Diligence Call.	Working Group
Tuesday, January 2, 2024	Distribute fourth draft of the POS to the Working Group.	Working Group
Friday, January 5, 2024	Receive comments on the fourth draft of the POS from the Working Group.	Working Group
Tuesday, January 9, 2024	Receive the Bond Rating for the CO's.	Working Group
Tuesday, January 9, 2024	Post Preliminary Official Statement for the CO's.	Issuer, FA
Thursday, January 18, 2024	Price the CO's and CO Public Hearing; Council Approves Sale of CO's (prior to budget & tax rates).	FA
Thursday, January 25, 2024	Print and distribute Final Official Statement.	Issuer, FA, UW
Wednesday, February 21, 2024	Close the Bonds.	FA

Federal Holidays
Important Working Group Dates
*Preliminary, subject to change.

Working Group

Issuer:
Bond Counsel (BC):
Financial Advisor (FA):
Underwriter (UW):
Underwriter's Counsel (UWC):
Paying Agent (PA):

City of Lago Vista
McCall, Parkhurst & Horton L.L.P.
TGL Financial Consulting
TBD
TBD
TBD



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 19, 2023

SUBMITTED BY: Gary Bosherars, Police Department

SUBJECT: Discussion, Consideration, and Possible Action to approve an Memorandum of Understanding (MOU) with the Lago Vista Independent School District for a School Resource Officer.

BACKGROUND: During strategic planning and throughout the budget process, we have had ongoing conversation regarding creating a partnership with the Lago Vista Independent School District to fund a School Resource Officer position. This is a common arrangement in many communities where school districts will contract with the local law enforcement agency for providing School Resource Officers. School Resource Officers bring many benefits to the community including:

1. Enhanced School Safety:

- SROs can help deter potential threats and provide a rapid response in case of emergencies, such as school shootings or other violent incidents.
- Their presence can create a sense of security among students, teachers, and parents, which can contribute to a more conducive learning environment.

2. Building Positive Relationships:

- SROs have the opportunity to build positive relationships with students, staff, and the school community. This can help foster trust and open lines of communication between law enforcement and young people.
- Building these relationships can lead to better cooperation between students and SROs in addressing issues like bullying or drug abuse.
- SROs can serve as a mentor and positive role model for students.

3. Prevention and Intervention:

- SROs can engage in proactive efforts to prevent criminal activity in schools. They may offer educational programs on topics such as drug awareness, conflict resolution, and internet safety.
- When conflicts or disciplinary issues arise, SROs can serve as resources for conflict resolution and intervention strategies rather than solely resorting to punitive measures.

4. Crisis Management:

- SROs are trained to handle various crisis situations, including medical emergencies, fights, or incidents involving students with special needs. Their presence can lead to more effective and efficient crisis management.
- In the event of a lockdown or evacuation, SROs can play a crucial role in coordinating with other law enforcement agencies and ensuring the safety of students and staff.

5. Support for School Staff:

- SROs can provide support to school staff by assisting with the enforcement of state and local laws, investigating incidents, and helping to maintain a safe and orderly school environment.
- They can serve as valuable resources for teachers and administrators when dealing with student-related issues that require law enforcement expertise.

6. Addressing Security Concerns:

- SROs can assess security vulnerabilities within the school and recommend safety improvements or procedures, helping to mitigate risks and enhance overall school security.

In addition to these benefits, when school is not in session, the SRO would work assigned duties with the police department. This would typically be during the summer and school break periods which is when the police department often requires additional staffing and resources to accommodate for additional workload and officers taking vacation time.

FINDINGS:

The City Manager, Lago Vista ISD Superintendent, and Police Chief have met several times and developed the MOU for consideration. During the first year of the contract, the school

district will contribute to all associated costs of starting the SRO program. In future years, the school district will pay a percentage of all recurring costs associated with the SRO program. The Lago Vista ISD School Board considered this MOU during their meeting on September 16, 2023.

FINANCIAL IMPACT:

The City of Lago Vista and the school district will be sharing the cost of this position. Funding for the position as well as associated equipment and training was included in the 2023 - 2024 Fiscal Year Budget.

ATTACHMENTS:

[LVISD Interlocal Agreement.pdf](#)

**INTERLOCAL AGREEMENT BETWEEN
LAGO VISTA INDEPENDENT SCHOOL DISTRICT
AND THE CITY OF LAGO VISTA**

This Agreement is made this _____ day of _____, _____, 2023, between the Lago Vista Independent School District ("Lago Vista ISD" or the "District") and the City of Lago Vista, Texas (the "City") (collectively the "Parties").

Pursuant to the authority granted by the Texas Interlocal Cooperation Act, Chapter 791 Texas Government Code, providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS, the contract is made under the authority of Section 791 of the Texas Government Code;

WHEREAS, the District is a public school district with campuses located within the City where the City presently operates the City of Lago Vista Police Department.

WHEREAS, the Parties, in performing governmental functions or in paying for the performance of governmental function hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public, and that each party has the legal authority to perform and provide the governmental function or service which is the subject matter of this contract.

WHEREAS, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the consideration herein fairly compensates the Parties performance.

WITNESSETH

NOW THEREFORE, in consideration of the foregoing promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The City will provide one police officer from its police department to serve as School Resource Officer (SRO) at Lago Vista ISD during the "School Term" as defined by the District's annually adopted school calendar, excluding any summer sessions. The SRO will be equipped in the same manner as all other uniformed patrol officers within the City police department.

2. In year 1, Lago Vista ISD will enter into a mutual agreement to distribute total SRO expenditures, including salary, benefits, training, equipment, vehicle, and other associates costs related to start-up, prorate the start date of the hired SRO as agreed upon by the City Manager and LVISD Superintendent. See Exhibit A, attached. In year 2 and until this agreement is terminated, the District shall reimburse to the City 71.5% of the costs of employing such SRO, including but not limited to the costs of salary, benefits, equipment, training, and other annual costs. The City of Lago Vista will invoice the District quarterly for SRO's compensation. The SRO's compensation will cover the services of the SRO for the SRO's daily activities. The City shall assign the SRO to work Monday through Friday, according to the daily schedule agreed upon by the City and the Lago Vista ISD Superintendent. The average number of hours worked each week will be no more than 43 hours. Authorization must be obtained in writing from the Lago Vista ISD Superintendent's prior to an SRO working in excess of 43 hours in any given week as the SRO may be able to adjust his/her schedule, to alleviate any unnecessary overtime. Saturdays and Sundays are normal days off unless otherwise authorized by the City Police Department administration. SROs observing school holidays in excess of City recognized holidays will use appropriate compensatory, vacation, or other approved forms of City leave.
3. The City shall keep and maintain accurate records of dates of service and the hours served by the SRO. The City shall be responsible for calculating and documenting charges for services rendered pursuant to this Agreement.
4. District agrees that its Board of Trustees will, pursuant to Section 37.081 of the Texas Education Code, designate officers of Lago Vista Police Department as District peace officers. The Parties further recognize that the officer shall remain City employee(s) and shall wear the uniform and equipment of the Lago Vista Police Department.
5. The duties to be performed by the SRO include, but are not limited to, the following:
 - a. Patrolling areas within or in the vicinity of the geographical boundaries of Lago Vista ISD to protect all students, personnel, and visitors. Patrol and other law enforcement duties of the SRO's shall be performed with the use of a City owned vehicle.
 - b. Being a visible presence during the school day in order to assist the Lago Vista ISD administration with general public safety services during school hours for a shift in the length of 8.5 hours per day.
 - c. Helping Lago Vista ISD administrators maintain peace and/or address a breach of the peace as needed.

- d. Engaging in all law enforcement activities arising from the enforcement of criminal laws, including, but not limited to issuing citations, transporting arrested persons, completing follow-up activities, filing of affidavits and complaints, and participating in legal proceedings resulting from the law enforcement services provided in accordance with this Agreement. However, violations of Lago Vista ISD policies and rules that are strictly personnel matters and noncriminal in nature will only be assigned to the SRO for investigation at the specific direction of Lago Vista ISD Superintendent. Outside agencies will contact the SRO when conducting on campus investigations.
- e. Responding to calls for service during the course of the regular school day or when serving in support of an official Lago Vista ISD extracurricular or afterschool activity.
- f. The SRO shall be in charge of organizing security as needed for after-hours activities and events taking place on Lago Vista ISD facilities, and shall be contacted, when escorts on are needed for sporting events out of town, and will get approval from the City.
- g. Assisting with student truancy prevention as authorized by Chapter 25 of the Texas Education Code.
- h. Mediating disputes on campus, including working with students to help solve disputes in a non-violent manner.
- i. Assisting during canine searches contracted by Lago Vista ISD.
- j. Preventing property loss due to theft or vandalism.
- k. Providing traffic control as needed.
- l. Assisting Lago Vista ISD with its Emergency Operations Plan.
- m. Assisting with school safety projects, scheduling and maintaining emergency drills, emergency response, and after-action reviews within Lago Vista ISD.
- n. Providing training for staff as requested by the Lago Vista ISD Superintendent or principals.
- o. Providing for law enforcement education at the request of school staff, such as speaking to classes on the law, search and seizure, drugs, or motor vehicle laws.
- p. Maintaining the confidentiality of student records as required by the Family Educational Rights and Privacy Act.

- q. Preparing reports and documentation related to events occurring within the geographic boundaries of Lago Vista ISD.
 - r. Performing other duties as may be assigned from time to time by the Lago Vista ISD Superintendent, provided that the duty is legitimately and reasonably related to the services as described herein and is consistent with State and Federal law, local ordinances and orders, laws applicable to Lago Vista ISD, Lago Vista ISD's policies, procedures, rules, or regulations relating to the subject matter of this Agreement, and the policies, procedures, rules, and regulations of the City Police Department.
 - s. No assignment, task, or function shall be imposed on the SRO by Lago Vista ISD that would violate or jeopardize the officer's sworn oath, conditions of licensure, or departmental regulations; however, each officer is responsible for disclosing to appropriate Lago Vista ISD personnel his/her opinion that such task, or function would have that effect.
 - t. Circumstances constituting an immediate threat to public safety may be dealt with by the SRO consistent with his/her training and responsibility as a police officer.
6. In the event an SRO is absent from work, he is to notify both his or her supervisor at the City Police Department and the Lago Vista ISD Superintendent or designee. The District agrees and acknowledges that the SRO may be required to leave the District campuses during school hours as necessary to fulfill the SRO's duties as a police officer. These duties include, but are not limited to, attending mandated training, court, traveling to the detention center, and making arrests. The City shall provide the District notice by notifying the Director of School Safety when the SRO will be unavailable due to training, court, or other required assignments ten (10) days prior or, when ten (10) days prior notice is not possible, as soon as City becomes aware of such conflict. The Parties agree that every effort should be made to schedule and/or designate vacation days, compensatory time, and other days off at times when school is not in session or at other times when the absence of an SRO will not otherwise interfere with an SRO's assignment at the District.
 7. The Chief shall make reasonable efforts to ensure a presence of law enforcement on campus when the assigned officer may be away from campus to fulfill duties as a police officer.
 8. The SRO shall remain an employee of the City and shall be assigned by and responsible to the City Police Department but shall work upon the request and with the direction of the Lago Vista ISD Superintendent or his/her designee in carrying out his/her day-to-day duties as an SRO.
 9. The SRO shall wear a police uniform and carry a service weapon while on duty at the District. The City agrees to provide the SRO with office supplies and all forms required in the performance of his or her duties. The City shall provide law

enforcement training and certification as required by law, a City police vehicle and other police equipment including communication equipment necessary to allow the SRO to communicate with the City Police Department and other officers. The SROs must be licensed as provided by Occupations Code Chapter 1701. The District shall provide any equipment necessary to allow the SRO to communicate with school staff if desired by the District.

10. The SRO shall take law enforcement action when necessary, but shall not be utilized as a school disciplinarian in the enforcement of District rules or policies. The SRO shall notify the school principal of all occurrences of crime on the Lago Vista ISD campuses, and all custodial arrests or detentions of a student. The SRO shall notify the school principal prior to removing a student from school. The SRO shall follow the guidelines of the Texas Penal Code, Texas Education Code, Texas Code of Criminal Procedure, Texas Occupations Code Chapter 1701, District Policies and Safety Programs, and the Policies and Procedures of the City Police Department regarding investigations, interviews, and searches relating to juveniles.
11. The SRO shall follow the policies and procedures of Lago Vista ISD to the extent those policies do not conflict with the policies and procedures of the City of the City Police Department.
12. In accordance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, Lago Vista ISD will designate the SRO(s) assigned to Lago Vista ISD pursuant to this Agreement as a Law Enforcement Unit, as defined in 34 C.F.R. § 99.8(a). Records of the Law Enforcement Unit include records, files, documents, and other materials that are: (i) Created by the Law Enforcement Unit; (ii) Created for a law enforcement purpose; and (iii) Maintained by the Law Enforcement Unit. Records of the Law Enforcement Unit do not include records created by the Law Enforcement Unit that are: (i) maintained by Lago Vista ISD; or (ii) exclusively for a non-law enforcement purpose, such as a disciplinary action or proceeding conducted by the educational agency or institution.
13. Lago Vista ISD has determined that school safety and the physical security of members of the Lago Vista ISD school community constitutes a legitimate educational interest and that the SROs are designated as "school officials" under Lago Vista ISD Policy FL (Local) and 34 CFR § 99.31(a)(1)(i)(B) for purposes of accessing student records. As required, Lago Vista ISD agrees to provide the SRO with (a) access to student and personnel records as necessary for the investigation of criminal offenses, to collect certain incident -based data, or to ensure the safety and security of school campuses or events, and (b) unrestricted access to technology installed at Lago Vista ISD, including surveillance cameras, to provide for safety and security. Any personally identifiable student information disclosed pursuant to this Agreement will remain under the control of Lago Vista ISD and may only be further disclosed in accordance with 34 CFR 99.31 and 99.33 and 99.36.
14. If either party wishes to change the number of SROs, such change shall only be

effective if mutually agreed upon in writing by both Parties. If the number of SROs is changed during the course of a “Term,” (see below) the District will be invoiced for the additional SRO(s) on a pro rata basis.

15. The Term of this Agreement shall be for one (1) year, commencing on the effective date reflected herein and will end on the final day of the districts fiscal year. The Term will be automatically renewed for subsequent one-year terms unless either party provides notice of its intent to terminate this agreement at least thirty (30) days prior to the end of the then current term. The payments under this Agreement shall be renegotiated annually and changes shall be documented by letter agreement on or before July 1 of each year. Upon termination of said MOU, the city shall retain any fixed assets.
16. The City and the District agree that the City in performing this Agreement shall act as an independent contractor and shall have control of its own work, its own employees, and the manner in which it is performed. The City will control the assignment of specific officers to serve as SROs and will maintain supervisory control over SRO in the performance of their duties as peace officer; however, the SRO assigned to the District shall be subject to the approval of the LVISD Superintendent. The LVISD Superintendent may reasonably refuse to accept assignment of an officer as SRO and request a different officer. The SRO officer assigned will not be an employee of the District and will at all times remain an employee of the City. Additionally, the SRO will perform duties based on reaching the mutually agreed goals of the City and the District. The City is not responsible for any property belonging to the District, its officers, members, agents, employees, subcontractors, program participants, licensees or invitees, which may be lost, destroyed, or damaged.
17. Nothing herein shall be deemed in any manner to constitute a waiver of sovereign, governmental, or any other immunity or affirmative defense that may be asserted by the District or the City. Nor shall this Agreement be in any manner construed to create a cause of action for the benefit of any person not a party to this Agreement, or to create any rights for the benefit of any person not a party to this Agreement not otherwise existing at law.
18. Lago Vista ISD shall have no liability whatsoever for or with respect to the City’s use of any City property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents or assigns of the City. The City covenants and agrees that:
 - a) For and with respect to the services to be provided by the City to Lago Vista ISD pursuant to this Agreement the City hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement a policy or policies of insurance, or risk pool coverage, in amounts sufficient to insure Lago Vista ISD and its agents, officers, and employees from any and against any claim, cause of action or liability arising out of or from the action, omission, or failure to act by County, its agents, officers, employees, and subcontractors in the course of their duties.

19. It is specifically agreed that, as between the Parties, each party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement.

20. Each party hereto reserves and does not waive any immunity or defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstance arising under the Agreement. Neither Lago Vista ISD nor the City waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas on behalf of itself, its trustees, council members, officers, employees, and agents.

21. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

22. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is prohibitive or invalid under applicable law, such provision shall be ineffective to the extent of such provision or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

23. The District and the City agree that if either party to this Agreement fails to comply with or breaches any of the material terms and provisions of this Agreement, the non-breaching party shall have the right to declare this Agreement immediately terminated, and the non-breaching party shall have no further responsibility or liability hereunder. Even without breach, this Agreement may be terminated by either party at its sole option and without prejudice by giving thirty (30) days written notice of termination to the other party.

24. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas.

25. This Agreement is entered into and performable in Travis County, Texas. Should any claim or action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or non-performance of this Agreement, venue shall lie in Travis County, Texas.

26. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

In witness whereof, the parties have hereunto set their hands and signatures on the date first above mentioned.

Lago Vista Independent School District

Darren Webb
Superintendent of Schools

CITY OF LAGO VISTA, TEXAS,
a Texas municipal corporation

City Manager

Attachment A

School Resource Officer Rates for FY 2023-24 (These are high end estimates)

Salary - \$73,072* - The salary will be prorated for the first year pending start date.

Benefits - \$31,747* - The benefits will be prorated for the first year pending start date.

Training - \$2,000*
Equipment - \$20,280
Patrol Car - \$65,000

*Lago Vista will assume these costs at a prorated amount.

STATE OF TEXAS COUNTY
OF TRAVIS

This instrument was acknowledged before me on the _____ day of _____, _____,
by Darren Webb, Superintendent of Schools, on behalf of Lago Vista Independent School District.

Notary Public, State of Texas

My Commission Expires: _____

STATE OF TEXAS COUNTY
OF TRAVIS

This instrument was acknowledged before me on the _____ day of _____, _____,
by _____, City Manager of the City of Lago Vista , a Texas home rule municipality, on behalf
of said municipality.

Notary Public, State of Texas

My Commission Expires: _____

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 19, 2023

SUBMITTED BY: Joe Crawford, City Attorney

SUBJECT: Discussion, consideration and possible action on third amendment to Restated Development Agreement for Tessera on Lake Travis.

BACKGROUND: On August 17, 2023, City Council approved an amendment to the restated development agreement with Tessera provided that the builder be added as a signatory to the Amendment. After approval of the agreement, the builder provided additional comments clarifying that they do not, by virtue of signing the agreement, agree to take on any obligations other than what is included in the separate assignment agreement between the builder and the developer.

The City Attorney agreed that the requested changes are reasonable and do not affect the enforceability of the Amended Agreement.

The City Council tabled the agenda item at the September 28, 2023, Council meeting allowing Hines, Cordsen Construction and staff to come back and detail when and how Surrey Lane and other trenched right-of-way will be remediated after construction by the developer.

FINANCIAL IMPACT: N/A

ATTACHMENTS:

[2023.10.12 3rd amended RDA clean.pdf](#)

[2023.10.12 3rd amended RDA redline.pdf](#)

THIRD AMENDMENT TO
RESTATED DEVELOPMENT AGREEMENT FOR TESSERA ON LAKE TRAVIS

THIS THIRD AMENDMENT TO THE RESTATED DEVELOPMENT AGREEMENT FOR TESSERA ON LAKE TRAVIS (“Third Amendment”) is made as of the ____ day of _____, 2023 (the “**Effective Date**”) is entered into by and among HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP, a Texas limited partnership (“**Developer**”); Toll Southwest, LLC, a Delaware limited liability company (“**Toll**”); and the City of Lago Vista, Texas, a municipal corporation (the “**City**”), acting by and through its duly authorized representative.

RECITALS:

A. Developer, Hines Lake Travis Land Limited Partnership (“**Hines LT Land**”) and the City executed the Restated Development Agreement for Tessera on Lake Travis having an effective date of August 16, 2012 (herein “**Development Agreement**”) regarding approximately 877 acres of land (the “**Property**” or “**Tessera**”).

B. The Development Agreement identifies, among other things, the water and wastewater utility facilities Developer is obligated to construct and convey to the City for the provision of 2,030 LUEs of water and wastewater service to the Property (“**Developer Utility Improvements**”).

C. The Development Agreement identifies, among other things, the water and wastewater utility facilities the City is obligated to construct for the provision of 2,030 LUEs of water and wastewater service to the Property (“**City Utility Improvements**”).

D. Developer Utility Improvements and City Utility Improvements are referred to collectively as the “**Utility Improvements.**”

E. The Development Agreement authorizes the development of the Property and the Utility Improvements in phases.

F. On November 3, 2016, the City, Developer and Hines LT Land executed the First Amendment to the Development Agreement which primarily amended and updated the design of the Utility Improvements required to provide 2,030 LUEs of water and wastewater service to the Property by replacing Exhibit “C” and “D” attached to the Development Agreement (“**First Amended Development Agreement**”).

G. The First Amended Development Agreement constituted the First Request for a Specific Service Request and the City’s response to the First Request for Specific Service Commitment pursuant to Article 6 of the Development Agreement.

H. Exhibit “C” attached to the First Amended Development Agreement, divided the Property into three pressure zones and approved the Developer Utility Improvements required to provide water and wastewater service to each pressure zone.

I. In November 2021, Developer sold the approximately 52.617 acres of land within Phase 3C to Westin Homes and Properties, L.P. (“**Westin Homes**”). Pursuant to the Purchase and Sale Agreement for the 52.617 acres of land (“**Phase 3C Land**”) and the Development Management Agreement between Hines Interests Limited Partnership, an affiliate of Developer (the “**Development Manager**”), and Westin Homes (the “**Westin Homes Documents**”), the Development Manager agreed to organize, coordinate, manage and administer the construction of the Phase 3C subdivision improvements. Pursuant to the Westin Homes Documents, the Developer has retained all rights to reimbursement for the costs to construct Phase 3C Authorized Improvements under the Improvement Area #2 Financing Agreement.

J. On December 16, 2021, the City, Developer, and Hines LT Land executed the Second Amendment to the Development Agreement (“**Second Amendment**”), which amended and updated the design of the Utility Improvements required to provide 2,030 LUEs of water and wastewater service to the Property by replacing Exhibits “C” and “D” attached to the First Amended Development Agreement.

K. Exhibit “C” attached to the Second Amendment modified the master design of providing water and wastewater service to the Property by replacing the pressure plane approach in the First Amendment with a simpler Stage 1 and Stage 2 master design of off-site and on-site Developer Utility Improvements required for the delivery of 2,030 LUEs of water and wastewater service to the Property.

L. Exhibit “C” attached to the Second Amendment approved 631 LUEs of water and wastewater service to Stage 1.

M. The Second Amendment constituted the Second Developer Request for a Specific Service Request for the Stage 2 Developer Utility Improvements (“**Stage 2 Request**”). Exhibit “C” attached to the Second Amendment constitutes the City’s response to the Stage 2 Request and the City’s Specific Service commitment for 1,399 LUEs of water and wastewater service connections within the balance of the Property.

N. In February 2022, Hines LT Land and Developer sold approximately 262.478 acres comprising all the land within Phases 5 and 6 of Tessera to Toll (“**Toll Phase 5 and 6 Land**”).

O. Concurrent with the conveyance of the 262-acres to Toll, Developer, Hines LT Land, and Toll executed the Partial Assignment of Development Agreement recorded in Document

No. 2022021290, Official Public Records of Travis County, Texas (“**Phase 5 and 6 Partial Assignment**”).

P. The Phase 5 and 6 Partial Assignment assigned to Toll the rights and interests under and to the Development Agreement that specifically pertain to the Toll Phase 5 and 6 Land, the rights to 711 LUEs for water and wastewater service connections under the Second Amended Development Agreement and certain obligations related to the Toll Phase 5 and 6 Land as expressly set forth in the Phase 5 and 6 Partial Assignment.

Q. Hines LT Land no longer owns any developable land within the Property.

R. Developer has completed the construction of the Stage 1 Water and Wastewater Components of the Developer Utility Improvements described in **Exhibit “C”** and **Exhibit “D”** attached to this Third Amendment (“**Stage 1 Utility Improvements**”). Developer has conveyed to the City, and the City has accepted ownership of, the Stage 1 Utility Improvements.

S. Developer has completed the construction of the Stage 2, Phase 1 Water Improvements and other Developer Utility Improvements, as reflected in the attached **Exhibit “C”**. The City performed pressure delivery readings after the execution of the Second Amendment and after substantial completion of the Stage 2 Phase 1 Developer Utility Water Improvements listed in **Exhibit “C”** by the Developer. Based on such readings, the City determined that the delivery water pressure was insufficient, absent additional improvements by the City and the Developer, to allow unconditioned acceptance of the Stage 2 Phase 1 Developer Utility Improvements and provide certificates of occupancy for 70 houses in Phase 4A. Developer is currently constructing the Stage 2 Phase 2 and Phase 3 Water Improvements described in **Exhibit “C”** attached to this Third Amendment.

T. The City previously authorized the design and construction of a 16” water line from the Bar K water Line to the 16” water line described in Stage 2, Phase 1.0 in the attached **Exhibit “C”** as a City Capital Improvement Plan project (“**16” City CIP Water Line**”).

U. On July 20, 2023, the City Council authorized entering into a contract for the construction of 16” CIP Water Line. The City anticipates completion of construction and City acceptance of the 16” CIP Water Line before the end of 2023.

V. The City desires to amend the City Response to the Stage 2 Request, as stated in the Second Amendment.

W. Developer and the City wish to enter into this Third Amendment to the Development Agreement to obtain City approval of the Phase 5 and 6 Partial Assignment, to amend and update the design of the Utility Improvements required to provide a total of 2,030 LUEs

of water service to the Property by replacing Exhibits “C” attached to the Second Amendment with **Exhibit “C”** attached hereto and make other amendments to the Development Agreement.

X. Toll’s obligations in respect of the Development Agreement are limited to those obligations expressly assigned to and assumed by Toll under the Phase 5 and 6 Partial Assignment. As such, Toll joins in the execution of this Third Amendment for the limited purpose of acknowledging and accepting the amended **Exhibit “C”** attached hereto.

NOW, THEREFORE, in consideration of the above stated recitals and the execution and delivery of this Third Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and the City hereby agree as follows:

1. All capitalized terms used herein shall have the same meanings ascribed to them in the Development Agreement, as amended by the First Amendment unless a different definition is provided herein. The Development Agreement, as amended by the First Amendment is referred herein as the “**First Amended Development Agreement.**” The First Amended Development Agreement, as amended by the Second Amendment is referred to herein as the “**Second Amended Development Agreement.**” The Second Amended Development Agreement, as amended by this Third Amendment is referred herein as the “**Third Amended Development Agreement.**”

2. Section 6.04(b) of the Second Amended Development Agreement is modified to read as follows:

6.04 General Service Commitment.

(b) The Developer and the City agree that development of the Utility Facilities and Utility Services shall be organized and provided in multiple stages. The reservation of capacity for the subdivision plats recorded as of the effective date of this Third Amendment is 631 LUEs and the general service commitment for the balance of the Property is 1,399 LUEs.

4. Section 6.07(a) and (b) of the Second Amended Development Agreement are modified to read as follows:

6.07 Second and Subsequent Specific Service Commitments.

(a) The Second Amendment constituted the Second Developer Request for a Specific Commitment of Service in the amount of 1,399 LUEs of water and wastewater service. This request is referred to as the “**Stage 2 Request.**”

(b) This Third Amendment constitutes the City's Amended Response to the Stage 2 Request and constitutes the City's Amended Specific Service Commitment for 1,399 LUEs of water and wastewater service connections within the balance of the Property. The terms and conditions of the City's Amended Specific Service Commitment for 1,399 LUEs are set forth in **Exhibit "C"** attached to this Third Amendment.

5. **Replacement of Exhibit "C."** Exhibit "C" (Description of Water Concept Plan 2021 and Wastewater Concept Plan 2021) is hereby deleted in its entirety and replaced with the **Exhibit "C"** (Description of Water Concept Plan 2023 and Wastewater Concept Plan 2023) attached to this Third Amendment.

6. Article 6 of the Second Amended Development Agreement is amended by adding the following Section 6.28:

6.28 **Stage 2 Force Main.** The requirements of the Stage 2, Phase 1.2 force main Developer Improvement described in the attached **Exhibit "C"** ("**Force Main**") are supplemented by this Section 6.28.

(a) The City and Developer have agreed that the east-west segment of Surrey Lane affected by the installation of the Force Main ("**Surrey Lane**") should be repaved in accordance with this Section 6.28. For purposes of this Section 6.28, the north-south segment of Surrey Lane that intersects the cul de sac at the west end of Surrey Lane is excluded from the definition of Surrey Lane.

(b) The City hereby approves repaving the full width of Surrey Lane pavement by milling the existing pavement and then applying two inches (2") of hot mix asphalt over the milled surface, as previously approved by the City's Director of Public Works ("**Surrey Lane Repavement Standards**"). The Surrey Lane Repavement Standards require one lane of Surrey Lane to remain open to traffic and the placement of flagmen at each end of Surrey Lane for traffic control purposes.

(c) The City and Developer agree to share the cost of repaving the Surrey Lane segment of the Force Main as follows: the City will pay for the cost of milling the existing asphalt and Developer will be responsible for paying for overlaying the existing Surrey Lane road surface with two inches (2") of hot mix asphalt ("**Surrey Lane Repavement**").

(d) In anticipation of the City approving and executing this Third Amendment, Developer has (i) entered into a separate contract with Lone Star Paving (“**Lone Star**”) to perform the Surrey Lane Repavement in accordance with the terms of this Section 6.28 (“**Repaving Contract**”); and (ii) already scheduled the repaving to commence as soon as possible after the Effective Date of the Third Amendment

(e) The Repaving Contractor has agreed to invoice the City and Developer for their respective share of the cost of repaving Surrey Lane. Lone Star estimates the cost of milling Surrey Lane to be less than \$50,000. The Repaving Contract provides a six (6) month warranty for the asphalt surface only and the warranty does not apply to asphalt failures due to subgrade conditions or failures. The City and Developer agree that asphalt failures due to subgrade conditions or failures within the Force Main trench and asphalt failures adjacent to the Force Main trench that are the result of the trenching will be covered by the Developer’s Force Main general contractor’s warranty applicable to the entire Force Main project (“**General Contractor’s Warranty**”). The six month warranty period will begin on the day the City approves or signs off on the installed asphalt. The City and Developer agree that the six (6) month warranty under the Repaving Contract will not amend or negate the General Contractor Warranty in any way. Developer previously provided the City a copy of Repaving Contract signed by Developer, including the warranty applicable to the asphalt surface and the cost of milling Surrey Lane. The City hereby approves of the terms of the Repaving Contract.

(f) The City agrees (i) no other permit or approval is required to perform the Surrey Lane Repavement; (ii) to not charge Developer for review fees or inspection fees for the Surrey Lane Repavement; (iii) to inspect the Surrey Lane Repavement and provide the Developer and Lone Star inspection comments or a written approval of the paving within two (2) business Days of the completion of the repaving work; (iv) the Surrey Lane Repavement will be documented in the as-built construction plans for the Force Main.

7. **Approval of Phase 5 and 6 Partial Assignment.** Pursuant to Section 9.01 of the Second Amended Development Agreement, the City hereby approves the Phase 5 and 6 Partial Assignment recorded in Document No. 2022021290, Official Public Records of Travis County, Texas. Nothing in this Third Amendment shall modify or expand any obligations of Toll in respect

of the Property, which obligations shall be limited to those obligations relating to the Toll Phase 5 and 6 Land that were specifically assigned to and assumed by Toll under the Phase 5 and 6 Partial Assignment.

8. Except as modified by this Third Amendment, the Second Amended Development Agreement remains in full force and effect. This Third Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Each of the parties executing this Third Amendment represents and warrants that it has been fully authorized and has the requisite authority to bind the respective party to the terms hereof.

(remainder of page intentionally left blank; signature pages to follow)

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to be effective as of _____, 2023.

CITY:

STATE OF TEXAS §

COUNTY OF TRAVIS §

The City of Lago Vista, Texas, a body politic and political subdivision of the State of Texas did at a regular meeting with a quorum being present, on _____, 2023 vote to authorize the acceptance of this dedication of the Easements.

Ed Tidwell, Mayor

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2023 by Ed Tidwell, in his capacity as Mayor of the City of Lago Vista, Texas.

Notary Public in and for
The State of Texas

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

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

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

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

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2023 by Robert W. Witte, Senior Managing Director of HINES INTERESTS LIMITED PARTNERSHIP, a Delaware limited partnership, in its capacity as sole member of HINES LAKE TRAVIS II GP, LLC, a Delaware limited liability company, in its capacity as general partner of HINES LAKE TRAVIS LAND LIMITED PARTNERSHIP, a Nevada limited partnership, on behalf of said entities.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____
2023.

Notary Public-State of Texas

TOLL SOUTHWEST, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2023 by
_____, the _____ of Toll Southwest, LLC, a Delaware limited
liability company, on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____ 2023.

Notary Public-State of Texas

After recording, please return to:

Lucy Aldrich
City Secretary
City of Lago Vista, Texas
5803 Thunderbird Drive
Lago Vista, Texas 78645

EXHIBIT “C”
DESCRIPTION OF WATER CONCEPT PLAN 2023
AND
WASTEWATER CONCEPT PLAN 2023

This exhibit describes the water and wastewater facilities necessary to provide City water and wastewater service to Tessera on Lake Travis (“**Tessera**”). The Utility Construction will be done in stages. The completed Stage 1 water and wastewater improvements will provide 631 LUE’s of service to subdivision plats within Tessera that had been approved as of the effective date of the Second Amendment to the Development Agreement (“**Second Amendment**”). As long as Developer constructs the necessary off-site Developer Utility Improvements and internal utility improvements necessary to provide 2,030 LUEs of water and wastewater service to Tessera, Developer may use the 2,030 water and wastewater LUE’s in any part of the Property at any time. Except as otherwise noted, all items listed below are Developer Utility Improvements.

Basic Assumption:

Tessera has requested service for 2,030 water and wastewater LUE’s from the City. Unless the City approves and authorizes additional LUE’s of utility services for Tessera, the Developer Utility Improvements are limited to 2,030 water and wastewater LUE’s of service.

WATER COMPONENTS

Stage 1 (631 LUE’s)

The initial City water service to Tessera will be for 631 water LUE’s for subdivision plats approved as of the effective date of the Second Amendment.

Stage 1 Developer Utility Improvements required to deliver water:

- 1.1 Construct +9,000 L.F. of 12” High Density Poly Ethylene (“**HDPE**”) transmission line from WTP No I to the street intersection of Brewer Lane and Deepwood Drive. Improvement is complete.
- 1.2 Construct + 8,000 L.F. of 14” HDPE transmission line from street intersection of Brewer Lane and Deepwood Drive to the south end of Tessera Parkway. Improvement is complete.
- 1.3 Inter-connect new pipelines described in (1.) and (2.) above to existing COLV water system to circulate flow to improve water quality to Tessera. Tie in point location is Bar-K Ranch Road and other tie-points at the City’s discretion. Improvement is complete.
- 1.4 Add two pumps next to the existing booster pump building at WTP No. 1; minimum capacity of each pump is 500 gpm; add SCADA system and control valves at City WTP No. 1. Pumps can be installed outside, next to the existing pump building. Improvement is complete.

- 1.5 Construct + 3,500 L.F. of 18" HDPE transmission line from the street intersection of Brewer Lane and Deepwood Drive to the Paseo and Lohman GST Facility. Note: This water line must be in service prior to issuance of the 126th building permit in Tessera. Improvement is complete.

Note: Low flows will require the City to flush the transmission line once or twice a week until the Tessera Phase 1 Development has at least 80 to 100 water connections. With the City's concurrence, irrigation connections within the Tessera Development will be allowed. Also, the location of the initial connections (houses) will have an impact on the need of flushing. The City will bill the Developer the wholesale cost of the water flushed.

Stage 2 (1,399 LUE's)

The Stage 2 Developer Utility Improvements required for sufficient water pressure to all areas and elevations of the Property are to be constructed in phases.

Phase 1-

- 1.0 Construct 9,400 L.F. of 16" PVC from existing Bronco GST to Tessera Pkwy. Improvement is complete.
- 1.1 Construct 1,000 L.F. of 12" Pipe along Tessera Pkwy to serve Phase 4A subdivision plat. Improvement is complete.

Phase 2

- 2.0 Construct 150,000-gallon ground storage tank, two - 1,500 gpm pumps, chemical pump and storage building, meter vault and generator to fill elevated storage tank.

Note: The construction of the 16" City CIP Water Line will deliver sufficient water to Tessera to provide the additional 1,399 LUE's of water service to Tessera.

Phase 3– The Phase 3 Developer Utility Improvements will distribute the additional 1,399 LUE's of water service to the Phases of Tessera within the Stage 2 area.

- 3.0 Construct 1,600 L.F. of 16" PVC from Tessera Pkwy to elevated storage tank (EST) at location shown on Exhibit D-1. Improvement is complete.
- 3.1 Construct 600,000-gallon EST.

Note: Completion of Developer Utility Water Improvements 1.0, 1.1, 2.0, 3.0, and 3.1 above and the 16" City CIP Water Line will allow water service connections for the Phases 4A and 4B.

- 3.2 Construct 1,800 L.F. of 12" Pipe from EST to 12" main in Tessera Pkwy. Improvement is complete.
- 3.3 Construct 6,600 L.F. of 12" Pipe from Tessera Pkwy to serve Phase 2.

Note: Completion of Developer Utility Water Improvements 1.0, 1.1, and 3.3 above and the 16" City CIP Water Line will allow water service connections within Phase 2.

WASTEWATER COMPONENTS

The wastewater collection line design described below assumes that a) the wastewater improvements will be developed in stages coinciding with water improvement stages; and b) wastewater and water improvements will have comparable capacities. If Developer intends to reallocate the number of LUE's to another area of Tessera, the sizing and location of the internal wastewater lines will be re-evaluated.

Stage 1 (631 LUE's)

The initial City wastewater service to Tessera will be 631 wastewater LUE's for subdivision plats approved as of the effective date of the Second Amendment.

Stage 1 Developer Utility Improvements required to deliver wastewater:

1. Wastewater Treatment Plant improvements at plant headworks. Construct force main header to combine multiple force mains entering plant. Improvement is complete.
2. Cost participate in the amount of \$173,200 with City on over-sizing the force main from the Hollows, increase force main to 14-inch approximately 3,650 L.F. Phase II 12-inch force main will tie into this line at Dawn Drive and Valley View. Improvement is complete.
3. Initial lift station installed with Phase 1A subdivision. Improvement is complete.
4. Utilize City's existing 12-inch wastewater force main from existing Bar-K Lift Station to Turner Lift Station. Improvement is complete.
5. Utilize City existing 8-inch wastewater force main in Bar-K Ranch Road. Improvement is complete.
6. Force mains from Tessera development to the City's 8-inch force main in Bar-K Ranch Road. Improvement is complete.
7. Construct low pressure wastewater force main at Lake crossing. Three – 6" HDPE Crossing under the lake were constructed. Improvement is complete.

Stage 2 (1,399 LUE's)

The Stage 2 Developer Utility Improvements required for sufficient wastewater service to all areas and elevations of the Property are to be constructed in phases.

Phase 1 -Wastewater Service provided for 856 LUEs.

- 1.0 Construct 4,600 LF of 4" pressure sewer main from Phase 4 to existing Tessera lift station.
- 1.1 Upgrade existing onsite lift station to serve 856 LUE's.

- 1.2 Construct 15,000 LF of 12" force main from existing Tessera lift station to existing force main at Dawn Drive. Subject of approval by City Engineer, alternate designs may be submitted and approved. Project includes Turnback Cove lake crossing. Road asphalt patching for the Force Main project will be eight feet (8') wide measured four feet (4') from the center line of the Force Main trench and shall otherwise be in accordance with the Lakeside at Tessera on Lake Travis Offsite Sanitary Sewer Force Main construction plans approved by the City on March 27, 2023 ("**Force Main Construction Plans**"); provided, however, road asphalt patching on Surrey Lane will instead be done in accordance with Section 6.28 of the Third Amended Development Agreement. The Director of Public Works and City Engineer will, after conducting an onsite walk of the Force Main Project with representatives of Developer's engineering and construction contractors, reasonably identify road surface areas beyond the eight foot (8') wide asphalt patch that were damaged during the installation of the Force Main that will be spot repaired in accordance with the Force Main Construction Plans.
- 1.3 Connect new force main to existing 14" wastewater main.

Phase 2

- 2.0 Construct new second lift station to serve 1,174 LUE's at location shown on Exhibit D-2.
- 2.1 Construct 4,500 LF of 8" to 12" force main from new second lift station to existing Tessera lift station discharge pipe, connecting directly to previously installed 12" force main.

**THIRD AMENDMENT TO
RESTATED DEVELOPMENT AGREEMENT FOR TESSERA ON LAKE TRAVIS**

THIS THIRD AMENDMENT TO THE RESTATED DEVELOPMENT AGREEMENT FOR TESSERA ON LAKE TRAVIS (“Third Amendment”) is made as of the ____ day of _____, 2023 (the “**Effective Date**”) is entered into by and among HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP, a Texas limited partnership (“**Developer**”); Toll Southwest, LLC, a Delaware limited liability company (“**Toll**”); and the City of Lago Vista, Texas, a municipal corporation (the “**City**”), acting by and through its duly authorized representative.

RECITALS:

A. Developer, Hines Lake Travis Land Limited Partnership (“**Hines LT Land**”) and the City executed the Restated Development Agreement for Tessera on Lake Travis having an effective date of August 16, 2012 (herein “**Development Agreement**”) regarding approximately 877 acres of land (the “**Property**” or “**Tessera**”).

B. The Development Agreement identifies, among other things, the water and wastewater utility facilities Developer is obligated to construct and convey to the City for the provision of 2,030 LUEs of water and wastewater service to the Property (“**Developer Utility Improvements**”).

C. The Development Agreement identifies, among other things, the water and wastewater utility facilities the City is obligated to construct for the provision of 2,030 LUEs of water and wastewater service to the Property (“**City Utility Improvements**”).

D. Developer Utility Improvements and City Utility Improvements are referred to collectively as the “**Utility Improvements.**”

E. The Development Agreement authorizes the development of the Property and the Utility Improvements in phases.

F. On November 3, 2016, the City, Developer and Hines LT Land executed the First Amendment to the Development Agreement which primarily amended and updated the design of the Utility Improvements required to provide 2,030 LUEs of water and wastewater service to the Property by replacing Exhibit “C” and “D” attached to the Development Agreement (“**First Amended Development Agreement**”).

G. The First Amended Development Agreement constituted the First Request for a Specific Service Request and the City’s response to the First Request for Specific Service Commitment pursuant to Article 6 of the Development Agreement.

H. Exhibit “C” attached to the First Amended Development Agreement, divided the Property into three pressure zones and approved the Developer Utility Improvements required to provide water and wastewater service to each pressure zone.

I. In November 2021, Developer sold the approximately 52.617 acres of land within Phase 3C to Westin Homes and Properties, L.P. (“**Westin Homes**”). Pursuant to the Purchase and Sale Agreement for the 52.617 acres of land (“**Phase 3C Land**”) and the Development Management Agreement between Hines Interests Limited Partnership, an affiliate of Developer (the “**Development Manager**”), and Westin Homes (the “**Westin Homes Documents**”), the Development Manager agreed to organize, coordinate, manage and administer the construction of the Phase 3C subdivision improvements. Pursuant to the Westin Homes Documents, the Developer has retained all rights to reimbursement for the costs to construct Phase 3C Authorized Improvements under the Improvement Area #2 Financing Agreement.

J. On December 16, 2021, the City, Developer, and Hines LT Land executed the Second Amendment to the Development Agreement (“**Second Amendment**”), which amended and updated the design of the Utility Improvements required to provide 2,030 LUEs of water and wastewater service to the Property by replacing Exhibits “C” and “D” attached to the First Amended Development Agreement.

K. Exhibit “C” attached to the Second Amendment modified the master design of providing water and wastewater service to the Property by replacing the pressure plane approach in the First Amendment with a simpler Stage 1 and Stage 2 master design of off-site and on-site Developer Utility Improvements required for the delivery of 2,030 LUEs of water and wastewater service to the Property.

L. Exhibit “C” attached to the Second Amendment approved 631 LUEs of water and wastewater service to Stage 1.

M. The Second Amendment constituted the Second Developer Request for a Specific Service Request for the Stage 2 Developer Utility Improvements (“**Stage 2 Request**”). Exhibit “C” attached to the Second Amendment constitutes the City’s response to the Stage 2 Request and the City’s Specific Service commitment for 1,399 LUEs of water and wastewater service connections within the balance of the Property.

N. In February 2022, Hines LT Land and Developer sold approximately 262.478 acres comprising all the land within Phases 5 and 6 of Tessera to Toll (“**Toll Phase 5 and 6 Land**”).

O. Concurrent with the conveyance of the 262-acres to Toll, Developer, Hines LT Land, and Toll executed the Partial Assignment of Development Agreement recorded in Document

No. 2022021290, Official Public Records of Travis County, Texas (“**Phase 5 and 6 Partial Assignment**”).

P. The Phase 5 and 6 Partial Assignment assigned to Toll the rights and interests under and to the Development Agreement that specifically pertain to the Toll Phase 5 and 6 Land, the rights to 711 LUEs for water and wastewater service connections under the Second Amended Development Agreement and certain obligations related to the Toll Phase 5 and 6 Land as expressly set forth in the Phase 5 and 6 Partial Assignment.

Q. Hines LT Land no longer owns any developable land within the Property.

R. Developer has completed the construction of the Stage 1 Water and Wastewater Components of the Developer Utility Improvements described in **Exhibit “C”** and **Exhibit “D”** attached to this Third Amendment (“**Stage 1 Utility Improvements**”). Developer has conveyed to the City, and the City has accepted ownership of, the Stage 1 Utility Improvements.

S. Developer has completed the construction of the Stage 2, Phase 1 Water Improvements and other Developer Utility Improvements, as reflected in the attached **Exhibit “C”**. The City performed pressure delivery readings after the execution of the Second Amendment and after substantial completion of the Stage 2 Phase 1 Developer Utility Water Improvements listed in **Exhibit “C”** by the Developer. Based on such readings, the City determined that the delivery water pressure was insufficient, absent additional improvements by the City and the Developer, to allow unconditioned acceptance of the Stage 2 Phase 1 Developer Utility Improvements and provide certificates of occupancy for 70 houses in Phase 4A. Developer is currently constructing the Stage 2 Phase 2 and Phase 3 Water Improvements described in **Exhibit “C”** attached to this Third Amendment.

T. The City previously authorized the design and construction of a 16” water line from the Bar K water Line to the 16” water line described in Stage 2, Phase 1.0 in the attached **Exhibit “C”** as a City Capital Improvement Plan project (“**16” City CIP Water Line**”).

U. On July 20, 2023, the City Council authorized entering into a contract for the construction of 16” CIP Water Line. The City anticipates completion of construction and City acceptance of the 16” CIP Water Line before the end of 2023.

V. The City desires to amend the City Response to the Stage 2 Request, as stated in the Second Amendment.

W. Developer and the City wish to enter into this Third Amendment to the Development Agreement to obtain City approval of the Phase 5 and 6 Partial Assignment ~~and~~, to amend and update the design of the Utility Improvements required to provide a total of 2,030 LUEs

of water service to the Property by replacing Exhibits “C” attached to the Second Amendment with **Exhibit “C”** attached hereto: and make other amendments to the Development Agreement.

X. Toll’s obligations in respect of the Development Agreement are limited to those obligations expressly assigned to and assumed by Toll under the Phase 5 and 6 Partial Assignment. As such, Toll joins in the execution of this Third Amendment for the limited purpose of acknowledging and accepting the amended **Exhibit “C”** attached hereto.

NOW, THEREFORE, in consideration of the above stated recitals and the execution and delivery of this Third Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and the City hereby agree as follows:

1. All capitalized terms used herein shall have the same meanings ascribed to them in the Development Agreement, as amended by the First Amendment unless a different definition is provided herein. The Development Agreement, as amended by the First Amendment is referred herein as the “**First Amended Development Agreement.**” The First Amended Development Agreement, as amended by the Second Amendment is referred to herein as the “**Second Amended Development Agreement.**” The Second Amended Development Agreement, as amended by this Third Amendment is referred herein as the “**Third Amended Development Agreement.**”

2. Section 6.04(b) of the Second Amended Development Agreement is modified to read as follows:

6.04 General Service Commitment.

(b) The ~~Parties~~Developer and the City agree that development of the Utility Facilities and Utility Services shall be organized and provided in multiple stages. The reservation of capacity for the subdivision plats recorded as of the effective date of this Third Amendment is 631 LUEs and the general service commitment for the balance of the Property is 1,399 LUEs.

4. Section 6.07(a) and (b) of the Second Amended Development Agreement are modified to read as follows:

6.07 Second and Subsequent Specific Service Commitments.

(a) The Second Amendment constituted the Second Developer Request for a Specific Commitment of Service in the amount of 1,399 LUEs of water and wastewater service. This request is referred to as the “**Stage 2 Request.**”

(b) This Third Amendment constitutes the City's Amended Response to the Stage 2 Request and constitutes the City's Amended Specific Service Commitment for 1,399 LUEs of water and wastewater service connections within the balance of the Property. The terms and conditions of the City's Amended Specific Service Commitment for 1,399 LUEs are set forth in **Exhibit "C"** attached to this Third Amendment.

5. **Replacement of Exhibit "C."** Exhibit "C" (Description of Water Concept Plan 2021 and Wastewater Concept Plan 2021) is hereby deleted in its entirety and replaced with the **Exhibit "C"** (Description of Water Concept Plan 2023 and Wastewater Concept Plan 2023) attached to this Third Amendment.

66. Article 6 of the Second Amended Development Agreement is amended by adding the following Section 6.28:

6.28 Stage 2 Force Main. The requirements of the Stage 2, Phase 1.2 force main Developer Improvement described in the attached Exhibit "C" ("Force Main") are supplemented by this Section 6.28.

(a) The City and Developer have agreed that the east-west segment of Surrey Lane affected by the installation of the Force Main ("Surrey Lane") should be repaved in accordance with this Section 6.28. For purposes of this Section 6.28, the north-south segment of Surrey Lane that intersects the cul de sac at the west end of Surrey Lane is excluded from the definition of Surrey Lane.

(b) The City hereby approves repaving the full width of Surrey Lane pavement by milling the existing pavement and then applying two inches (2") of hot mix asphalt over the milled surface, as previously approved by the City's Director of Public Works ("Surrey Lane Repavement Standards"). The Surrey Lane Repavement Standards require one lane of Surrey Lane to remain open to traffic and the placement of flagmen at each end of Surrey Lane for traffic control purposes.

(c) The City and Developer agree to share the cost of repaving the Surrey Lane segment of the Force Main as follows: the City will pay for the cost of milling the existing asphalt and Developer will be responsible for paying for overlaying the existing Surrey Lane road surface with two inches (2") of hot mix asphalt ("Surrey Lane Repavement").

(d) In anticipation of the City approving and executing this Third Amendment, Developer has (i) entered into a separate contract with Lone Star Paving (“**Lone Star**”) to perform the Surrey Lane Repavement in accordance with the terms of this Section 6.28 (“**Repaving Contract**”); and (ii) already scheduled the repaving to commence as soon as possible after the Effective Date of the Third Amendment

(e) The Repaving Contractor has agreed to invoice the City and Developer for their respective share of the cost of repaving Surrey Lane. Lone Star estimates the cost of milling Surrey Lane to be less than \$50,000. The Repaving Contract provides a six (6) month warranty for the asphalt surface only and the warranty does not apply to asphalt failures due to subgrade conditions or failures. The City and Developer agree that asphalt failures due to subgrade conditions or failures within the Force Main trench and asphalt failures adjacent to the Force Main trench that are the result of the trenching will be covered by the Developer’s Force Main general contractor’s warranty applicable to the entire Force Main project (“**General Contractor’s Warranty**”). The six month warranty period will begin on the day the City approves or signs off on the installed asphalt. The City and Developer agree that the six (6) month warranty under the Repaving Contract will not amend or negate the General Contractor Warranty in any way. Developer previously provided the City a copy of Repaving Contract signed by Developer, including the warranty applicable to the asphalt surface and the cost of milling Surrey Lane. The City hereby approves of the terms of the Repaving Contract.

(f) The City agrees (i) no other permit or approval is required to perform the Surrey Lane Repavement; (ii) to not charge Developer for review fees or inspection fees for the Surrey Lane Repavement; (iii) to inspect the Surrey Lane Repavement and provide the Developer and Lone Star inspection comments or a written approval of the paving within two (2) business Days of the completion of the repaving work; (iv) the Surrey Lane Repavement will be documented in the as-built construction plans for the Force Main.

7. Approval of Phase 5 and 6 Partial Assignment. Pursuant to Section 9.01 of the Second Amended Development Agreement, the City hereby approves the Phase 5 and 6 Partial Assignment recorded in Document No. 2022021290, Official Public Records of Travis County, Texas. Nothing in this Third Amendment shall modify or expand any obligations of Toll in respect

of the Property, which obligations shall be limited to those obligations relating to the Toll Phase 5 and 6 Land that were specifically assigned to and assumed by Toll under the Phase 5 and 6 Partial Assignment.

78. Except as modified by this Third Amendment, the Second Amended Development Agreement remains in full force and effect. This Third Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Each of the parties executing this Third Amendment represents and warrants that it has been fully authorized and has the requisite authority to bind the respective party to the terms hereof.

(remainder of page intentionally left blank; signature pages to follow)

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to be effective as of _____, 2023.

CITY:

STATE OF TEXAS §

COUNTY OF TRAVIS §

The City of Lago Vista, Texas, a body politic and political subdivision of the State of Texas did at a regular meeting with a quorum being present, on _____, 2023 vote to authorize the acceptance of this dedication of the Easements.

Ed Tidwell, Mayor

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2023 by Ed Tidwell, in his capacity as Mayor of the City of Lago Vista, Texas.

Notary Public in and for
The State of Texas

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

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

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

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

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2023 by Robert W. Witte, Senior Managing Director of HINES INTERESTS LIMITED PARTNERSHIP, a Delaware limited partnership, in its capacity as sole member of HINES LAKE TRAVIS II GP, LLC, a Delaware limited liability company, in its capacity as general partner of HINES LAKE TRAVIS LAND LIMITED PARTNERSHIP, a Nevada limited partnership, on behalf of said entities.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____
2023.

Notary Public-State of Texas

TOLL SOUTHWEST, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2023 by
_____, the _____ of Toll Southwest, LLC, a Delaware limited
liability company, on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____ 2023.

Notary Public-State of Texas

After recording, please return to:

Lucy Aldrich
City Secretary
City of Lago Vista, Texas
5803 Thunderbird Drive
Lago Vista, Texas 78645

EXHIBIT “C”
DESCRIPTION OF WATER CONCEPT PLAN 2023
AND
WASTEWATER CONCEPT PLAN 2023

This exhibit describes the water and wastewater facilities necessary to provide City water and wastewater service to Tessera on Lake Travis (“**Tessera**”). The Utility Construction will be done in stages. The completed Stage 1 water and wastewater improvements will provide 631 LUE’s of service to subdivision plats within Tessera that had been approved as of the effective date of the Second Amendment to the Development Agreement (“**Second Amendment**”). As long as Developer constructs the necessary off-site Developer Utility Improvements and internal utility improvements necessary to provide 2,030 LUEs of water and wastewater service to Tessera, Developer may use the 2,030 water and wastewater LUE’s in any part of the Property at any time. Except as otherwise noted, all items listed below are Developer Utility Improvements.

Basic Assumption:

Tessera has requested service for 2,030 water and wastewater LUE’s from the City. Unless the City approves and authorizes additional LUE’s of utility services for Tessera, the Developer Utility Improvements are limited to 2,030 water and wastewater LUE’s of service.

WATER COMPONENTS

Stage 1 (631 LUE’s)

The initial City water service to Tessera will be for 631 water LUE’s for subdivision plats approved as of the effective date of the Second Amendment.

Stage 1 Developer Utility Improvements required to deliver water:

- 1.1 Construct +9,000 L.F. of 12” High Density Poly Ethylene (“**HDPE**”) transmission line from WTP No I to the street intersection of Brewer Lane and Deepwood Drive. Improvement is complete.
- 1.2 Construct + 8,000 L.F. of 14” HDPE transmission line from street intersection of Brewer Lane and Deepwood Drive to the south end of Tessera Parkway. Improvement is complete.
- 1.3 Inter-connect new pipelines described in (1.) and (2.) above to existing COLV water system to circulate flow to improve water quality to Tessera. Tie in point location is Bar-K Ranch Road and other tie-points at the City’s discretion. Improvement is complete.
- 1.4 Add two pumps next to the existing booster pump building at WTP No. 1; minimum capacity of each pump is 500 gpm; add SCADA system and control valves at City WTP No. 1. Pumps can be installed outside, next to the existing pump building. Improvement is complete.

- 1.5 Construct + 3,500 L.F. of 18" HDPE transmission line from the street intersection of Brewer Lane and Deepwood Drive to the Paseo and Lohman GST Facility. Note: This water line must be in service prior to issuance of the 126th building permit in Tessera. Improvement is complete.

Note: Low flows will require the City to flush the transmission line once or twice a week until the Tessera Phase 1 Development has at least 80 to 100 water connections. With the City's concurrence, irrigation connections within the Tessera Development will be allowed. Also, the location of the initial connections (houses) will have an impact on the need of flushing. The City will bill the Developer the wholesale cost of the water flushed.

Stage 2 (1,399 LUE's)

The Stage 2 Developer Utility Improvements required for sufficient water pressure to all areas and elevations of the Property are to be constructed in phases.

Phase 1-

- 1.0 Construct 9,400 L.F. of 16" PVC from existing Bronco GST to Tessera Pkwy. Improvement is complete.
- 1.1 Construct 1,000 L.F. of 12" Pipe along Tessera Pkwy to serve Phase 4A subdivision plat. Improvement is complete.

Phase 2

- 2.0 Construct 150,000-gallon ground storage tank, two - 1,500 gpm pumps, chemical pump and storage building, meter vault and generator to fill elevated storage tank.

Note: The construction of the 16" City CIP Water Line will deliver sufficient water to Tessera to provide the additional 1,399 LUE's of water service to Tessera.

Phase 3– The Phase 3 Developer Utility Improvements will distribute the additional 1,399 LUE's of water service to the Phases of Tessera within the Stage 2 area.

- 3.0 Construct 1,600 L.F. of 16" PVC from Tessera Pkwy to elevated storage tank (EST) at location shown on Exhibit D-1. Improvement is complete.
- 3.1 Construct 600,000-gallon EST.

Note: Completion of Developer Utility Water Improvements 1.0, 1.1, 2.0, 3.0, and 3.1 above and the 16" City CIP Water Line will allow water service connections for the Phases 4A and 4B.

- 3.2 Construct 1,800 L.F. of 12" Pipe from EST to 12" main in Tessera Pkwy. Improvement is complete.
- 3.3 Construct 6,600 L.F. of 12" Pipe from Tessera Pkwy to serve Phase 2.

Note: Completion of Developer Utility Water Improvements 1.0, 1.1, and 3.3 above and the 16" City CIP Water Line will allow water service connections within Phase 2.

WASTEWATER COMPONENTS

The wastewater collection line design described below assumes that a) the wastewater improvements will be developed in stages coinciding with water improvement stages; and b) wastewater and water improvements will have comparable capacities. If Developer intends to reallocate the number of LUE's to another area of Tessera, the sizing and location of the internal wastewater lines will be re-evaluated.

Stage 1 (631 LUE's)

The initial City wastewater service to Tessera will be 631 wastewater LUE's for subdivision plats approved as of the effective date of the Second Amendment.

Stage 1 Developer Utility Improvements required to deliver wastewater:

1. Wastewater Treatment Plant improvements at plant headworks. Construct force main header to combine multiple force mains entering plant. Improvement is complete.
2. Cost participate in the amount of \$173,200 with City on over-sizing the force main from the Hollows, increase force main to 14-inch approximately 3,650 L.F. Phase II 12-inch force main will tie into this line at Dawn Drive and Valley View. Improvement is complete.
3. Initial lift station installed with Phase 1A subdivision. Improvement is complete.
4. Utilize City's existing 12-inch wastewater force main from existing Bar-K Lift Station to Turner Lift Station. Improvement is complete.
5. Utilize City existing 8-inch wastewater force main in Bar-K Ranch Road. Improvement is complete.
6. Force mains from Tessera development to the City's 8-inch force main in Bar-K Ranch Road. Improvement is complete.
7. Construct low pressure wastewater force main at Lake crossing. Three – 6" HDPE Crossing under the lake were constructed. Improvement is complete.

Stage 2 (1,399 LUE's)

The Stage 2 Developer Utility Improvements required for sufficient wastewater service to all areas and elevations of the Property are to be constructed in phases.

Phase 1 -Wastewater Service provided for 856 LUEs.

- 1.0 Construct 4,600 LF of 4" pressure sewer main from Phase 4 to existing Tessera lift station.
- 1.1 Upgrade existing onsite lift station to serve 856 LUE's.

- 1.2 Construct 15,000 LF of 12” force main from existing Tessera lift station to existing force main at Dawn Drive. Subject of approval by City Engineer, alternate designs may be submitted and approved. ~~Project includes Turnback Cove lake crossing and removal of 6” existing force main in Surrey Lane. Entire width pavement replacement shall be done in areas where pipe installation is done within the existing roadway.~~Project includes Turnback Cove lake crossing. Road asphalt patching for the Force Main project will be eight feet (8’) wide measured four feet (4’) from the center line of the Force Main trench and shall otherwise be in accordance with the Lakeside at Tessera on Lake Travis Offsite Sanitary Sewer Force Main construction plans approved by the City on March 27, 2023 (**“Force Main Construction Plans”**); provided, however, road asphalt patching on Surrey Lane will instead be done in accordance with Section 6.28 of the Third Amended Development Agreement. The Director of Public Works and City Engineer will, after conducting an onsite walk of the Force Main Project with representatives of Developer’s engineering and construction contractors, reasonably identify road surface areas beyond the eight foot (8’) wide asphalt patch that were damaged during the installation of the Force Main that will be spot repaired in accordance with the Force Main Construction Plans.
- 1.3 Connect new force main to existing 14” wastewater main.

Phase 2

- 2.0 Construct new second lift station to serve 1,174 LUE’s at location shown on Exhibit D-2.
- 2.1 Construct 4,500 LF of 8” to 12” force main from new second lift station to existing Tessera lift station discharge pipe, connecting directly to previously installed 12” force main.

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 19, 2023

SUBMITTED BY: Roy Jambor, Development Services

SUBJECT: Discussion, consideration and possible action on Ordinance 23-10-19-03; an ordinance of the City Council of Lago Vista, Texas amending Section 3.804 of Article 3.800 within Chapter 3, and Section 3.100 of Article 3.000 within Appendix A of the Lago Vista Code of Ordinances regarding the application and review procedures required for building permits.

BACKGROUND: For more than a year, the Building and Standards Commission has been engaged in a very comprehensive review of all local ordinances related to development and building regulations. Part of that effort was to address a significant number of inconsistencies and contradictory regulations found in various distinct chapters of the Lago Vista Code of Ordinances. However, it quickly grew to include all aspects of those provisions that might not be completely consistent with current best practices. In order to address that very large task in the most efficient and effective way possible, the Chairman of the Building and Standards Commission appointed a subcommittee that would meet more frequently in order to bring recommended approaches back to the full membership of the Commission for feedback on potential draft amendments at future regular meetings.

During the course of that effort, a need to develop strategies to reduce the number of highly speculative single-family residential building permit applications without adequate financial resources to finish the project in a timely manner was identified. An extraordinarily high number of single-family residential applications with successful reviews do not result in timely permits and instead result in future applications.

Because the review fees are intentionally maintained at a low level commensurate with the other jurisdictions in the area, no deadline to pick up the permit yields the desired outcome.

Instead, a new and identical review application is submitted at a typical cost of \$175.00, a very small percentage of the cost to the staff of repeating the process, which includes the associated administrative support.

The proposed draft ordinance was the result of an evaluation of many potential alternative solutions by the Building and Standards Commission subcommittee. Although, it was not the impetus behind the strategy, the proposed solution has a number of other advantages. By limiting the review fee to local ordinance provisions only, it should reduce the level of subsidy while remaining competitive with the review fees charged by other similar jurisdictions in the area. The reduced staff commitment in support of model building and fire code reviews should free them up for other essential tasks that increase budgeted costs or that are not currently required. For example, the cost of contract inspections performed by third-parties could be reduced. Both inspectors and administrative staff would also be more available to perform new tasks, such as those that might be caused by changes to the short-term occupancy requirements.

Finally, it will accommodate solutions to problems such as a lack of compliance with “dark sky” regulations on new single-family residences. The field-inspection methods prescribed in the current ordinance have not proven effective for residences as the requirements are being addressed by the applicants in a timely manner. Limiting the reviews performed by our staff would allow us to require demonstrated compliance as part of the initial application. That related change was recommended by the Building and Standards Commission at the same meeting as the balance of the proposed amendment.

FINDINGS:

The findings required of the City Council to adopt the proposed ordinance is that the amendments are warranted and that they were recommended by the Building and Standards Commission in accordance with Section 9.805 of Chapter 9. It provides that the Commission “will have overall authority and responsibility to monitor, review and make recommendations to the City Council concerning building, flood damage prevention, unsafe building, and sign construction standards, processes, and ordinances.”

However, the interim City Attorney pointed out that state statutes preclude our permit review fees from exceeding the estimated average cost of completing the review, including the associated overhead costs. Those costs vary significantly with the quality of each application and the effort of the applicant. Nonetheless, when all of those costs are included, it is apparent that the proposed review fees do not cover those costs. Instead of eliminating that partial subsidy, the Building and Standards Commission and the Development Services Department staff have historically strived to maintain fees that are commensurate with fees charged by similar jurisdictions in

the area. In accordance with the statutory requirements and the advice of the interim City Attorney, the estimated average cost of building permit reviews will be published on the new City website following the potential effective date of this ordinance.

FINANCIAL IMPACT:

The relatively minor amendments to the fee schedule are ostensibly revenue neutral. As noted above, they also maintain a degree of consistency with the cost of permit reviews in similar nearby jurisdictions, despite the fact that the review fees (as distinguished from the permit fees) do not cover all of the budgeted costs. However, it will significantly reduce the staff time currently devoted to reviews of model building and codes associated with new residential and commercial permit applications. That will allow the staff to potentially reduce the current volume and cost of contract inspections. It should also afford the ability to effectively manage the anticipated increase in inspections required by potential changes associated with short-term occupancies. While significant time will undoubtedly still be required to repeatedly request documentation demonstrating compliance with local ordinance provisions, the staff will no longer be required to make those requests regarding compliance with model building and fire codes.

RECOMMENDATION:

ATTACHMENTS:

[23-10-19-03 Building Permit Fees and Dark Sky amendment ordinance.pdf](#)

ORDINANCE NO. 23-10-19-03

AN ORDINANCE OF THE CITY COUNCIL OF LAGO VISTA, TEXAS, AMENDING SECTION 3.804 OF ARTICLE 3.800 WITHIN CHAPTER 3, AND SECTION 3.100 OF ARTICLE 3.000 WITHIN APPENDIX A OF THE LAGO VISTA CODE OF ORDINANCES REGARDING THE APPLICATION AND REVIEW PROCEDURES REQUIRED FOR BUILDING PERMITS; AND PROVIDING FOR RELATED MATTERS.

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

WHEREAS, the City Council of the City of Lago Vista has previously established application and review procedures required for building permits within Chapter 3 and Appendix A of the Lago Vista Code of Ordinances, and

WHEREAS, the staff and members of the Building and Standards Commission of the City of Lago Vista have become aware of needed changes to those requirements to incentivize more complete, accurate, and compliant building permit applications and to discourage single-family residential building permit applications that are highly speculative or absent adequate financial resources to be completed in a timely manner; and

WHEREAS, a subcommittee of the Building and Standards Commission of the City of Lago Vista that has been working on a broad range of issues related to municipal building regulations met on August 9, 2023 to discuss potential strategies to address these specific concerns; and

WHEREAS, that subcommittee presented a potential strategy for review by the entire membership of the Building and Standards Commission of the City of Lago Vista at the regular meeting on September 6, 2023, at which the members of the Commission unanimously directed the staff to prepare a draft ordinance amendment for potential recommendation to the Lago Vista City Council; and

WHEREAS, the Building and Standards Commission of the City of Lago Vista has undertaken a review of Section 3.1000 of Article 3.000 within Appendix A of the Lago Vista Code of Ordinances at their regular meeting on October 4, 2023; and

WHEREAS, the Building and Standards Commission of the City of Lago Vista has also undertaken a related review of Section 3.804 of Article 3.800 within Chapter 3 of the Lago Vista Code of Ordinances to address current enforcement problems involving newly constructed single-family residences at their regular meeting on October 4, 2023; and

WHEREAS, the Building and Standards Commission of the City of Lago Vista has forwarded a recommendation to the City Council to amend the requirements contained in both Chapter 3 and Appendix A of the Lago Vista Code of Ordinances as described below; and

WHEREAS, the City Council at its public hearing to consider this ordinance amendment held on October 19, 2023, reviewed the recommendation, and found the changes to be warranted.

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

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

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

SECTION 2. AMENDMENT. The City Council of the City of Lago Vista, Texas, does hereby amend Chapter 3 and Appendix A of the Lago Vista Code of Ordinances as shown in **Exhibit “A,”** and **Exhibit “B.”**

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

SECTION 4. SEVERABILITY CLAUSE. If any section, subsection, article, paragraph, sentence, clause, phrase or word in this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

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

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

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

AND, IT IS SO ORDERED.

PASSED AND APPROVED this 19th day of October 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”

CHAPTER 3

BUILDING REGULATIONS

ARTICLE 3.800 OUTDOOR OR EXTERIOR LIGHTING

Sec 3.804 Procedures And Compliance

- (a) Single-family and Two-family Residential Outdoor Lighting.
- (1) The permit application for a single-family or two-family residence shall include information sufficient to demonstrate compliance with these provisions for use during the required local ordinance review. An approved permit shall include a signed acknowledgment by the applicant confirming that they are aware of and will comply with these outdoor lighting regulations.
 - (2) In addition to the required permit application review described above, compliance with outdoor lighting requirements for single-family or two-family residences will be reviewed onsite and verified before issuance of a Certificate of Occupancy. The Building Official may require manufacturer's data on any outdoor light fixture, adaptive controls, or lamp prior to that onsite review.

EXHIBIT “B”

APPENDIX A FEE SCHEDULE

ARTICLE 3.000 BUILDING RELATED FEES.

Sec 3.100 Building Permit Fees

- (a) Residential review and permit fees. Unless otherwise noted, the review fees below are for compliance with local zoning and building regulations only. As a prerequisite to the local review, an applicant must provide documentation of a successful review for compliance with all applicable model building and fire codes from a third-party vendor that has been prior approved by the Building Official or Development Services Director. The cost of that third-party review is the responsibility of the applicant. Residential permits do not authorize the construction of fences, irrigation systems, solar panels, pools, spas, or similar improvements which require separate permits in accordance with the remainder of the fee schedule below.
- (1) Single-family: \$180.00 plan review fee plus \$0.75/sq. ft. permit fee.
 - (2) Single-family in the floodplain: \$200.00 plan review fee plus \$0.75/sq. ft. permit fee.
 - (3) Industrialized housing: \$180.00 plan review fee plus \$0.75/sq. ft. permit fee.
 - (4) Duplex: \$180.00 plan review fee plus \$0.75/sq. ft. permit fee.
 - (5) Multifamily: \$600.00 plan review fee plus \$0.80/sq. ft. permit fee (requires site development plan approval and design approval as a prerequisite to a building permit application; see Article 5.000 of Appendix A and Section 6.105 of Chapter 14).
 - (6) Manufactured home: \$180.00 plan review fee plus \$820 permit fee.
 - (7) Local review after each prior review failure: Single-family in the floodplain \$100.00, Multifamily \$300, all others \$90.00.
 - (8) Applicant initiated revision review fee (after approval, for items under local review only): \$25.00.
- (b) Commercial review and permit fees. Unless otherwise noted, the review fees below are for compliance with local zoning and building regulations only. As a prerequisite to the local review, an applicant must provide documentation of a successful review for compliance with all applicable model building and fire codes from a third-party vendor that has been prior approved by the Building Official or Development Services Director. The cost of that third-party review is the responsibility of the applicant. Commercial permits do not authorize the construction of fences, irrigation systems, solar panels, pools, spas, or similar improvements which require separate

permits in accordance with the remainder of the fee schedule below. All commercial development requires site development plan approval and design approval as a prerequisite to a building permit application; see Article 5.000 of Appendix A and Section 6.105 of Chapter 14).

- (1) Commercial building or shell (including industrialized buildings): \$600 review fee plus \$0.85/sq. ft permit fee.
 - (2) Tenant finish-out permit: \$150 review fee plus \$0.30/sq. ft. permit fee.
 - (3) Local review after each prior review failure: \$300.
 - (4) Applicant initiated revision review fee (after approval, for items under local review only): \$150.00
- (c) Building permits Renewals and Extensions (minimum – see Chapter 3, Article 3.100 Building Codes and Construction Requirements):
- (1) 1st renewal: \$200.00.
 - (2) 2nd and subsequent renewal: \$450.00.
- (d) Subcontractor permit renewals and extensions:
- (1) 1st renewal: \$50.00.
 - (2) 2nd and subsequent renewals: \$100.00.
- (e) Engineering review and inspection fees: \$200.00 + \$1.00 for every 100 square feet.
- (f) Remodeling that does not include additions: \$50.00 local plan review fee plus \$0.20/sq. ft.
- (g) Water well permit: \$200.00.
- (h) Plumbing permit (includes local and model building code review):
- (1) Single-family residence and each unit within a duplex or multifamily development: \$100.00.
 - (2) Commercial:
 - (A) Up to 3,000 sq. ft.: \$125.00.
 - (B) 3,001 sq. ft. and above: \$125.00 plus \$0.05/sq. ft of the area above 3,000 sq. ft.
- (i) Mechanical permit (includes local and model building code review):
- (1) Single-family residence and each unit within a duplex or multifamily development: \$100.00.
 - (2) Commercial:
 - (A) Up to 3,000 sq. ft.: \$125.00.

- (B) 3,001 sq. ft. of conditioned space or larger: \$125 plus \$0.05/sq. ft. of the area above 3,000 sq. ft.
- (j) Electrical permit (includes local and model building code review:
 - (1) Single-family residence and each unit within a duplex or multifamily development: \$100.00.
 - (2) Commercial:
 - (A) Up to 3,000 sq. ft.: \$125.00.
 - (B) 3,001 sq. ft. and above: \$125.00 plus \$0.05/sq. ft of the area above 3,000 sq. ft.
- (k) Reinspection fee and construction activity violation inspections (includes inspections out of sequence and without required documentation): \$75.00.
- (l) Reinspection fee (including construction activity violations) for items not initially corrected (2nd or subsequent trips): \$150.00.
- (m) Special project specific inspections: \$75.00.
- (n) Site visit requested by application (no inspection required): \$75.00.
- (o) Special third-party plan review and/or inspection (when required by the building official): 115% of actual cost.
- (p) Fire suppression system permit (local review only included): \$125.00.
- (q) Variance or appeal request (Building Codes or Chapter 3): \$250.00.
- (r) Administrative Fees:
 - (1) Upload documents for permit applicants: \$10.00.
 - (2) Scan and upload documents for permit applicants: \$35.00.
 - (3) Establish MPN permit file for applicants: \$75.00 plus any scan and/or upload fees.
- (s) Temporary Certificate of Occupancy:
 - (1) Initial (1-30 Days): \$250.
 - (2) First Extension (31-60 Days): \$500.00.
 - (3) Additional 30-day Extensions: \$750.00 each.
- (t) Amended or replacement Certificate of Occupancy (includes changes in use and/or occupancy classification):
 - (1) Name of business or ownership change only: \$25.00.
 - (2) All others: (Does not include cost of inspections or required permits): \$150.00.

- (u) Other permits (includes all required reviews unless specifically stated otherwise):
- (1) Residential accessory buildings and structures:
 - (A) 120 sq. ft. or less: \$50.00.
 - (B) Over 120 sq. ft.: \$125 plus \$0.25/sq. ft.
 - (2) Boat docks, decks, and patios:
 - (A) 100 sq. ft. or less: \$100.00.
 - (B) Over 100 sq. ft.: \$150.00.
 - (3) Irrigation systems: \$75.00.
 - (4) Fences (regardless of when constructed): \$75.00.
 - (5) Pools, including all related construction with associated electrical and plumbing provisions as well as the required barrier reviews and inspections.
 - (A) Residential:
 - (i) Within the 100-year floodplain: \$575.00
 - (ii) Outside of the 100-year floodplain: \$475.00
 - (iii) Hot Tub (Spa) or portable above-ground pool: \$150.00.
 - (B) Commercial:
 - (i) Hot Tub (Spa) only: \$400.00.
 - (ii) All others: \$600.00.
 - (6) Minor plumbing, electric and mechanical repairs (excludes water heater and HVAC replacement): \$25.00.
 - (7) Small Job Permit (includes windows, doors, HVAC, and water heater replacement; no structural changes): \$75.00.
 - (8) Demolition permit: \$150.00.
 - (9) Solar Panels and associated equipment: \$250.00.

CHAPTER 3

BUILDING REGULATIONS

ARTICLE 3.800 OUTDOOR OR EXTERIOR LIGHTING

Sec 3.804 Procedures And Compliance

- (a) Single-family and Two-family Residential Outdoor Lighting.
- (1) The permit application for a single-family or two-family residence shall include information sufficient to demonstrate compliance with these provisions for use during the required local ordinance review. ~~Upon receipt of single-family or two-family residential building permit application, the Development Services Department shall provide either a summary or a copy of these requirements. Continued pursuit of a~~ An approved permit shall ~~serve as~~ include a signed acknowledgment ~~that~~ by the applicant ~~has been notified~~ confirming that they are aware of and will comply with these outdoor lighting regulations.
 - (2) In addition to the required permit application review described above, ~~Compliance~~ compliance with outdoor lighting requirements for single-family or two-family residences will be reviewed onsite; and verified before issuance of a Certificate of Occupancy. ~~A separate lighting permit apart from the building permit is not required. However, the~~ The Building Official may require manufacturer's data on any outdoor light fixture, ~~adaptive~~ controls, or lamp ~~as part of prior to~~ that onsite review.

APPENDIX A

FEE SCHEDULE

ARTICLE 3.000 BUILDING RELATED FEES.

Sec 3.100 Building Permit Fees

- (a) Residential review and permit fees. Unless otherwise noted, the review fees below are for compliance with local zoning and building regulations only. As a prerequisite to the local review, an applicant must provide documentation of a successful review for compliance with all applicable model building and fire codes from a third-party vendor that has been prior approved by the Building Official or Development Services Director. The cost of that third-party review is the responsibility of the applicant. ~~(Fees Residential permits do not include authorize the construction of fences, irrigation systems, solar panels, pools, or spas, or similar improvements which require separate permits in accordance with the remainder of the fee schedule below.)~~
- (1) Single-family: ~~\$175.00~~ \$180.00 plan review fee plus \$0.75/sq. ft. permit fee.
 - (2) Single-family in the floodplain: \$200.00 plan review fee plus \$0.75/sq. ft. permit fee.
 - (3) Industrialized housing: ~~\$175.00~~ \$180.00 plan review fee plus \$0.75/sq. ft. permit fee.
 - (4) Duplex: ~~\$175.00~~ \$180.00 plan review fee plus \$0.75/sq. ft. permit fee.
 - (5) Multifamily: ~~\$175.00~~ \$600.00 plan review fee plus \$0.80/sq. ft. permit fee (requires site development plan approval and design approval as a prerequisite to a building permit application; see Article 5.000 of Appendix A and Section 6.105 of Chapter 14).
 - (6) ~~Mobile~~ Manufactured home: ~~\$1,000.00~~ \$180.00 plan review fee plus \$820 permit fee.
 - (7) ~~Applicant Permit Revision Re-Review fee~~ Local review after each prior review failure: ~~\$25.00~~ Single-family in the floodplain \$100.00, Multifamily \$300, all others \$90.00.
 - (8) ~~Re-review fee after two failures~~ Applicant initiated revision review fee (after approval, for items under local review only): ~~\$75.00~~ \$25.00.
 - ~~(9) Driveways and Parking (temporary and permanent): \$150.00.~~
 - ~~(10) Separate Flatwork (other than driveways): \$75.00.~~
- (b) Commercial review and permit fees: ~~Plan review fee: \$600.00 plus \$0.85.~~ Unless otherwise noted, the review fees below are for compliance with local zoning and building regulations only. As a prerequisite to the local review, an applicant must provide documentation of a successful review for compliance with all applicable model building and fire codes from a third-party vendor that has been prior approved by the Building Official or Development Services Director. The cost of that third-party review is the responsibility of the applicant. Commercial permits do not authorize the construction of

fences, irrigation systems, solar panels, pools, spas, or similar improvements which require separate permits in accordance with the remainder of the fee schedule below. All commercial development requires site development plan approval and design approval as a prerequisite to a building permit application; see Article 5.000 of Appendix A and Section 6.105 of Chapter 14).

- (1) ~~Re-review fee: \$200.00~~ Commercial building or shell (including industrialized buildings): \$600 review fee plus \$0.85/sq. ft permit fee.
 - (2) Tenant finish-out permit: \$150 review fee plus \$0.30/sq. ft. permit fee.
 - (3) Local review after each prior review failure: \$300.
 - (4) Applicant initiated revision review fee (after approval, for items under local review only): \$150.00
- (c) Building permits Renewals and Extensions (minimum – see Chapter 3, Article 3.100 Building Codes and Construction Requirements):
- (1) 1st renewal: \$200.00.
 - (2) 2nd and subsequent renewal: \$450.00.
- (d) Subcontractor permits ~~renewals and extensions~~:
- (1) 1st renewal: \$50.00.
 - (2) 2nd and subsequent renewals: \$100.00.
- (e) Engineering review and inspection fees: \$200.00 + \$1.00 for every 100 square feet.
- (f) ~~Residential accessory storage buildings~~ Remodeling that does not include additions: \$50.00 local plan review fee plus \$0.20/sq. ft.
- ~~(1) 120 sq. ft. or less: \$50.00.~~
- ~~(2) Over 120 sq. ft.: \$125.00 plus \$0.25/sq. ft.~~
- (g) ~~Remodeling that does not include additions: \$50.00 plan review fee plus \$0.20/sq. ft.~~ Water well permit: \$200.00.
- (h) ~~Boat docks/decks/patios~~ Plumbing permit (includes local and model building code review):
- (1) ~~100 sq. ft. or less~~ Single-family residence and each unit within a duplex or multifamily development: \$100.00.
 - (2) ~~Over 100 sq. ft.~~ Commercial: ~~\$150.00.~~
 - (A) Up to 3,000 sq. ft.: \$125.00.
 - (B) 3,001 sq. ft. and above: \$125.00 plus \$0.05/sq. ft of the area above 3,000 sq. ft.
- (i) ~~Irrigation systems~~ Mechanical permit (includes local and model building code review): ~~\$75.00.~~

- (1) Single-family residence and each unit within a duplex or multifamily development: \$100.00.
 - (2) Commercial:
 - (A) Up to 3,000 sq. ft.: \$125.00.
 - (B) 3,001 sq. ft. of conditioned space or larger: \$125 plus \$0.05/sq. ft. of the area above 3,000 sq. ft.
- (j) ~~Fences (constructed at any time)~~ Electrical permit (includes local and model building code review: ~~\$75.00.~~
- (1) Single-family residence and each unit within a duplex or multifamily development: \$100.00.
 - (2) Commercial:
 - (A) Up to 3,000 sq. ft.: \$125.00.
 - (B) 3,001 sq. ft. and above: \$125.00 plus \$0.05/sq. ft of the area above 3,000 sq. ft.
- (k) ~~Pools including pool, electrical, plumbing, and barrier review and inspection~~ Reinspection fee and construction activity violation inspections (includes inspections out of sequence and without required documentation): \$75.00.
- ~~(1) Residential:~~
 - ~~(A) Flood plain: \$575.~~
 - ~~(B) Non Flood plain: \$475.~~
 - ~~(C) Hot Tub: 150.00.~~
 - ~~(2) Commercial:~~
 - ~~(A) Hot Tub Only: \$400.00.~~
 - ~~(B) All others: \$600.00.~~
- (l) ~~Plumbing permit~~ Reinspection fee (including construction activity violations) for items not initially corrected (2nd or subsequent trips): \$150.00.
- ~~(1) Single family residence, multifamily multiply by number of units: \$100.00.~~
 - ~~(2) Commercial:~~
 - ~~(A) Up to 3,000 sq. ft. minimum: \$125.00.~~
 - ~~(B) 3,001 sq. ft. and larger: Permit fee plus \$0.05/sq. ft.~~
- (m) ~~Water well permit~~ Special project specific inspections: ~~\$200.00~~ \$75.00.
- (n) ~~Mechanical permit~~ Site visit requested by application (no inspection required): \$75.00.
- ~~(1) Single family residence, multifamily multiply by number of units: \$100.00.~~

- ~~(2) Commercial:~~
- ~~(A) Up to 3,000 sq. ft. minimum: \$125.00.~~
- ~~(B) 3,001 sq. ft. and larger of heated and AC space: Permit fee plus \$0.05/sq. ft.~~
- (o) ~~Electrical permit~~ Special third-party plan review and/or inspection (when required by the building official): 115% of actual cost.
- ~~(1) Single family residence, multifamily multiply by number of units: \$100.00.~~
- ~~(2) Commercial:~~
- ~~(A) Up to 3,000 sq. ft. minimum: \$125.00.~~
- ~~(B) 3,001 sq. ft. and larger: Permit fee plus \$0.05/sq. ft.~~
- (p) ~~Minor plumbing, electric and mechanical repairs (excludes water heater and HVAC replacement)~~ Fire suppression system permit (local review only included): ~~\$25.00~~ \$125.00.
- (q) Variance or appeal request (Building Codes or Chapter 3): \$250.00.
- (r) ~~Reinspection fee and construction activity violation inspections (includes inspections out of sequence and without required documentation)~~ Administrative Fees: ~~\$75.00.~~
- (1) Upload documents for permit applicants: \$10.00.
- (2) Scan and upload documents for permit applicants: \$35.00.
- (3) Establish MPN permit file for applicants: \$75.00 plus any scan and/or upload fees.
- (s) ~~Reinspection fee (including construction activity violations) for items not initially corrected (2nd or subsequent trips)~~ Temporary Certificate of Occupancy: ~~\$150.00.~~
- (1) Initial (1-30 Days): \$250.
- (2) First Extension (31-60 Days): \$500.00.
- (3) Additional 30-day Extensions: \$750.00 each.
- (t) ~~Model home permit (per dwelling, per year)~~ Amended or replacement Certificate of Occupancy (includes changes in use and/or occupancy classification): ~~\$50.00.~~
- (1) Name of business or ownership change only: \$25.00.
- (2) All others: (Does not include cost of inspections or required permits): \$150.00.
- (u) ~~Fire suppression permit~~ Other permits (includes all required reviews unless specifically stated otherwise): ~~\$125.00.~~
- (1) Residential accessory buildings and structures:
- (A) 120 sq. ft. or less: \$50.00.

- (B) Over 120 sq. ft.: \$125 plus \$0.25/sq. ft.
- (2) Boat docks, decks, and patios:
 - (A) 100 sq. ft. or less: \$100.00.
 - (B) Over 100 sq. ft.: \$150.00.
- (3) Irrigation systems: \$75.00.
- (4) Fences (regardless of when constructed): \$75.00.
- (5) Pools, including all related construction with associated electrical and plumbing provisions as well as the required barrier reviews and inspections.
 - (A) Residential:
 - (i) Within the 100-year floodplain: \$575.00
 - (ii) Outside of the 100-year floodplain: \$475.00
 - (iii) Hot Tub (Spa) or portable above-ground pool: \$150.00.
 - (B) Commercial:
 - (i) Hot Tub (Spa) only: \$400.00.
 - (ii) All others: \$600.00.
- (6) Minor plumbing, electric and mechanical repairs (excludes water heater and HVAC replacement): \$25.00.
- (7) Small Job Permit (includes windows, doors, HVAC, and water heater replacement; no structural changes): \$75.00.
- (8) Demolition permit: \$150.00.
- (9) Solar Panels and associated equipment: \$250.00.
- ~~(v) Demolition permit: \$150.00.~~
- ~~(w) Tenant finish out permit: \$150.00 plan check fee plus \$0.30/sq. ft. permit fee.~~
- ~~(x) Third party plan review and inspections (if required by building official): Actual cost plus 15%.~~
- ~~(y) Administrative Fees:~~
 - ~~(1) Upload documents for permit applicants: \$10.00.~~
 - ~~(2) Scan and upload documents for permit applicants: \$35.00.~~
 - ~~(3) Establish MPN permit file for applicants: \$75.00 plus any scan and/or upload fees.~~
- ~~(z) Temporary Certificate of Occupancy:~~

- ~~(1) Initial (1-30 Days): \$250.~~
- ~~(2) First Extension (31-60 Days): \$500.00.~~
- ~~(3) Additional 30-day Extensions: \$750.00 each.~~
- ~~(aa) Certificate of Occupancy, Change of Occupancy/Change of Use:~~
 - ~~(1) Name Change only on existing CO: 25.00.~~
 - ~~(2) All others: (Does not include cost of inspections or required permits): \$150.00.~~
- ~~(bb) Solar and Charging Equipment: \$250.00.~~
- ~~(cc) Non-Inspection related site visit requested by applicants: \$75.00.~~
- ~~(dd) Small Job Permit (Includes windows, doors, HVAC, and water heater replacement; no structural changes): \$75.00.~~
- ~~(ee) Project Specific Inspection: \$75.00.~~
