



**AGENDA  
CITY COUNCIL REGULAR MEETING  
CITY COUNCIL CHAMBERS  
5803 THUNDERBIRD  
LAGO VISTA, TX  
JANUARY 16, 2025 AT 5:30 PM**

**\*\*\*\*AMENDED\*\*\*\***

**Added Executive Session Item and revision to Executive Session Item C**

**JOIN MEETING VIA VIDEO CONFERENCE**

Please join my meeting from your computer, tablet or smartphone.  
<https://meet.goto.com/618374741>

You can also dial in using your phone.  
United States: +1 (312) 757-3121

Access Code: 618-374-741

**CALL TO ORDER, CALL OF ROLL**

Kevin Sullivan, Mayor

Rob Durbin, Mayor Pro-Tem

Shane Saum, Council Member

Adam Benefield, Council Member

Norma Owen, Council Member

Paul Roberts, Council Member

Paul Prince, Council Member

**EXECUTIVE SESSION**

Convene into a closed Executive Session pursuant to;

- A. Consultation with Legal Counsel concerning all regular meeting agenda items requiring confidential, attorney/client advice (as needed). (Texas Government Code Section 551.071)
- B. Consultation with Legal Counsel concerning legal questions related to disannexation policy pursuant to Local Government Code Sec. 43.142. (Texas Government Code Section 551.071 - on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter).
- C. Consultation with Legal Counsel concerning update on grievance inquiry and status related to complaints or charges against an officer or employee of Lago Vista, filed by Executive Assistant to Chief of Police, pursuant to Local Government Code Section 551.071, on a matter in which the duty of the attorney to the governmental body under

the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter; and Section 551.074, Personnel Matters.

- D. Discussion regarding Council Subcommittee report on process for evaluating and providing feedback on Interim City Manager pursuant to Section 551.074, Personnel Matters.
- E. Consultation with Legal Counsel to receive legal advice related to handling of dormant projects in planned development districts pursuant to Local Government Code Section 551.071, on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

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

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

- A. Consultation with Legal Counsel concerning all regular meeting agenda items requiring confidential, attorney/client advice (as needed). (Texas Government Code Section 551.071)
- B. Consultation with Legal Counsel concerning legal questions related to disannexation policy pursuant to Local Government Code Sec. 43.142. (Texas Government Code Section 551.071 - on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter).
- C. Consultation with Legal Counsel concerning update on grievance inquiry and status related to complaints or charges against an officer or employee of Lago Vista, filed by Executive Assistant to Chief of Police, pursuant to Local Government Code Section 551.071, on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter; and Section 551.074, Personnel Matters.
- D. Discussion regarding Council Subcommittee report on process for evaluating and providing feedback on Interim City Manager pursuant to Section 551.074, Personnel Matters.
- E. Consultation with Legal Counsel to receive legal advice related to handling of dormant projects in planned development districts pursuant to Local Government Code Section 551.071, on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

**INVOCATION**

**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.

#### **WORK SESSION**

1. Joint discussion between City Council and the Comprehensive Plan Advisory Committee to review a DRAFT of the Parks Chapter within the Comprehensive Plan.
2. Presentation by the City's Financial Advisor, Tijerina Financial Consulting, LLC to discuss the City's current financial outlook and bonding capacity.
3. Discussion, consideration, and possible action regarding the budget process, policies, publications and format.
4. Discussion regarding the Charter Review Committee report from their meeting held January 13, 2025 and any direction or feedback from the Council.

#### **CONSENT AGENDA**

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

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

#### **ACTION ITEMS**

8. Discussion, consideration, and possible action awarding RFP 25-03 to Jerdon Enterprise, L.P. for the Effluent Pond #17 Rehab & #2 Repairs; and authorize the City Manager to execute an agreement for such services.
9. Discussion, consideration, and possible action to pass **Resolution No. 25-2108**, updating the City's authorized signatory list by removing former City employees and

Council members, and adding new employees and Council members to the signature list.

10. Discussion, consideration, and possible action on various City expenses that are eligible for Hotel and Occupancy Tax funds.
11. Discussion, consideration, and possible action on revisions to the City Council's Rules of Procedure.
12. Discussion, consideration, and possible action regarding **Ordinance No. 25-01-16-01**; dis-annexing real property located at 18315 Lakeshore Blvd, Lago Vista, TX 78645 from the City's Corporate Limits.
13. Discussion, consideration, and possible action awarding HHW Solutions' proposal price for RFP 25-02 in the amount of \$1.10 per home per month with a contract length of 3 years for Household Hazardous Waste pickup and authorize the Interim City Manager to execute the contract.
14. Discussion, consideration, and possible action on **Ordinance No. 25-01-16-02** amending Chapter 6, Article 6.200, Section 6.212 of the Lago Vista Code of Ordinances regarding Oak Wilt Control

## ADJOURNMENT

IT IS HEREBY CERTIFIED that the above Notice was posted on the Bulletin Board in accordance with Government Code section 551.0411(b) located at all times in City Hall in said City at 10 AM on the 13th day of January 2025.

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Maria Franco, City Secretary TMRS

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:** January 16, 2025

**SUBMITTED BY:** Taylor Whichard, City Manager

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

**BACKGROUND:** During the joint meeting between CPAC and City Council at the December 19th Council Meeting there wasn't enough to time for everyone to discuss the parks aspect of the Comprehensive. Below are some bullet points provided by Halff and Associates for more background.

- This chapter summarizes our findings from the conditions assessment and our analysis over the past year, opinions on parks from engagement, and outlines general direction and key takeaways for the parks system. We used population estimates and projections from the school district and worked with the POA to determine approximate number of members living in Lago Vista.
  
- As this is one chapter of the Comprehensive Plan, full demographics and a public engagement will be summarized in an earlier chapter. Additionally, parks specific goals, objectives, and recommendations (listed below) will be found in a consolidated implementation chapter with the rest of the plan goals, objectives, and recommendations.

**FINDINGS:** The Parks Chapter of the Comprehensive Plan outlines a strategic vision for enhancing the City of Lago Vista's parks system over the next decade. This chapter is the result of a comprehensive conditions assessment, public engagement, and analysis, incorporating demographic projections and feedback from the Property Owners Association (POA). The plan identifies opportunities for operational improvements, efficient resource utilization, and evidence-based recommendations aligned with national benchmarks.

Key findings and priorities include:

1. **Resource Constraints:** Due to limited staffing, funding, and resources, significant parks improvements are not feasible in the immediate future. The City's capital improvement funds are primarily allocated to infrastructure projects over the next five years.
2. **Strategic Focus:** The plan provides actionable recommendations to maximize the efficient use of available resources, focusing on operational enhancements, partnerships, and phased improvements to meet community needs and expectations.
3. **Top Priority:** The highest priority identified is constructing trails connecting Sunset Park to the Balcones Canyonlands to enhance recreational access and leverage potential grant opportunities.
4. **Goals and Objectives:** The plan emphasizes improving park opportunities to enhance personal well-being, creating standards for sustainable park operations, and fostering recreational tourism through unique community experiences.
5. **Park-Specific Recommendations:** Detailed recommendations for key parks include:
  - **Sunset Park:** Enhancements such as trails, paved pathways, landscaping, and pavilions.
  - **Upper Bar-K Park/Sportsplex:** Repairs to amenities like the splash pad, tennis courts, and sidewalks, as well as modernizing facilities and replacing playground equipment.
  - **Bowden Point:** Safety and aesthetic improvements, including fencing, trails, and updated signage.
  - **Lago Vista Golf Course:** Consideration of clubhouse revitalization as a community hub and implementing fire prevention measures.
6. **Implementation Considerations:** The plan proposes a phased approach for initiating recommendations over the next 0-10 years, prioritizing partnerships, grant applications, and community engagement to address financial and staffing limitations.

This chapter seeks guidance from the City Council and the Comprehensive Plan Advisory Committee (CPAC) on the overall direction, priority of actions, and alignment with community needs to ensure a clear, actionable roadmap for improving the City's parks system.

**FINANCIAL IMPACT:** N/A

**RECOMMENDATION:** Staff along with Halff & Associates are seeking guidance and consensus on the recommendations, overall plan direction, and priority of the actions.

**ATTACHMENTS:**

[2025-01-08 \\_ DRAFT \\_ LV Parks \\_ Chapter 6 Primer \\_ Halff.pdf](#)

[2025-01-07 \\_ DRAFT \\_ LV Parks \\_ Chapter 6.pdf](#)

## **\*Read this before the Parks Chapter\***

### **Background Information**

- This chapter summarizes our findings from the conditions assessment and our analysis over the past year, opinions on parks from engagement, and outlines general direction and key takeaways for the parks system. We used population estimates and projections from the school district and worked with the POA to determine approximate number of members living in Lago Vista.
- As this is one chapter of the Comprehensive Plan, full demographics and a public engagement will be summarized in an earlier chapter. Additionally, parks specific goals, objectives, and recommendations (listed below) will be found in a consolidated implementation chapter with the rest of the plan goals, objectives, and recommendations.

### **How to view the PDF**

- The chapter is meant to be viewed in two-page view with no cover page (as one would for a book).

### **Direction**

- City staff and elected officials have indicated the bulk of the next approximately five years of capital improvement funds are dedicated to infrastructure improvements. While the City would like to improve parks and recreation there is a lack of staff, funding, and resources to make that happen for the near future. With this direction, our goal was to make this a manageable plan to maximize efficient use of the limited resources available to the Parks Department. This plan aims to provide clear direction based in evidence-based analysis and national benchmarks for the Parks Department with operational improvements and a balance of recommendations to be initiated over the next ten years.

### **Guidance**

- The conditions assessment, analysis, and scope of this chapter cannot be changed. We cannot examine new aspects of parks or dive deeper into any component without additional time and budget. We are seeking guidance on the recommendations, overall plan direction, and priority of the actions. As you read the chapter please think of the following questions:
  - Is the chapter understandable? There are some very technical concepts that need to be included to be useful for staff but does the chapter feel approachable?
  - Are there any missing recommendations? Are there any actions you would like removed?
  - Should timeframe for any of the actions be adjusted?
  - What is the top priority for this plan? Our understanding is the top priority is for the City to apply for grants for trails connecting Sunset Park to the Balcones Canyonlands, is that the top priority?

**Goal: Lago Vista will improve its park system to provide spaces for people to play, gather, and enjoy nature.**

- A. Objective: Improve park and recreation opportunities that enhance personal well-being, promote active lifestyles, and foster public pride by maintaining amenities and programs that cater to diverse interests, ages and abilities.
  - 1. Develop strategic partnerships and programs with volunteer groups or local nonprofits to encourage and facilitate volunteer park maintenance and clean up groups. (Timeframe for initiation: 0-5 years)
  - 2. Maintain and strengthen the existing partnership with LVISD to maximize shared use opportunities such as shared maintenance costs, shared use facilities such as playgrounds or athletic fields, and general planning for facilities. (Timeframe for initiation: 0-5 years)
  - 3. Publish a list of volunteer and donation opportunities on the City's website to help improve City parks (i.e. Maintenance cost mitigation (adopt-a-park, adopt-a-trail) and create a process to track volunteer hours, in-kind, and donations. (Timeframe for initiation: 0-5 years)
  - 4. Increase shade coverage in City-owned parks through tree planting programs or installation of shade structures. (Timeframe for initiation: 5-10 years)
  - 5. Update the phase two concept plan for Sunset Park, considering including tournament ready ball fields, trails, dog park, concert space, 18-hole disc golf course or other regional park amenities. (Timeframe for initiation: 5-10 years)
  
- B. Objective: Establish standards and policies for the operations and maintenance of city parks and programs to ensure transparency, responsiveness to community needs, environmental and fiscally sustainable practices, and operational efficiency.
  - 1. Establish a clear and compelling mission and vision statement for the Parks and Recreation Department. (Timeframe for initiation: 0-5 years)
  - 2. (Timeframe for initiation: 0-5 years)
  - 3. Consider establishing a Parks and Recreation Commission or Board. (Timeframe for initiation: 0-5 years)
  - 4. Review and strengthen requirements for parkland and trail dedication from new development. (Timeframe for initiation: 0-5 years)
  - 5. Prioritize drought tolerant native plants in landscape design and when restoring degraded areas within the park system. (Timeframe for initiation: 0-5 years)

6. Ensure that future amenities in all City-owned parks have ADA-compliant paths, restrooms, and facilities. (Timeframe for initiation: 5-10 years)
  7. Seek to add revenue-generating enhancements in parks such as pavilions, event-focused facilities, and pay-to-use amenities within the parks. Consider implementing a fee structure for park reservations or rental fees that introduces a distinction between resident and non-resident rates. (Timeframe for initiation: 5-10 years)
  8. Develop a maintenance plan for the city-owned parks. (Timeframe for initiation: 5-10 years)
- C. Objective: Create unique experiences in Lago Vista for the purposes of recreational tourism and creating community focal points.
1. Develop a community garden program that will determine installation and maintenance efforts and establish a local board or volunteer group to maintain these types of facilities. (Timeframe for initiation: 0-5 years)
  2. Develop a concept plan for the undeveloped parkland area near Ann Murrow 4<sup>th</sup> of July Circle. (Timeframe for initiation: 0-5 years)
  3. Evaluate the feasibility for a future skatepark that incorporates diverse features and skill levels to attract users of all ages and abilities. (Timeframe for initiation: 0-5 years)
  4. Evaluate the feasibility of developing the Bonanza parcel into parkland. (Timeframe for initiation: 0-5 years)
  5. Consider introducing City operated recreational programming to provide recreational programming and activities to residents of all ages. (Timeframe for initiation: 5-10 years)
  6. Consider developing a city-wide Trails Master Plan. This plan would need to evaluate the developability of the city-owned parcels and “strips” of land for future parks or trails, seek to expand trail investments throughout the community using existing right-of way, easements, or targeted acquisition locations, and investigate the feasibility of including mountain bike trails in Lago Vista. (Timeframe for initiation: 5-10 years)

### **Park specific recommendations from the conditions assessment**

#### **Sunset Park:**

1. Construct trails connecting Sunset Park to the Balcones Canyonlands.
2. Pave and stripe all parking areas.
3. Install paved sidewalks and park pathways to and from different park amenities and parking areas.

4. Consider creating a landscaping / planting plan for the entire park.
5. Conduct annual turf maintenance on sports fields (aeration, irrigation, seeding, fertilization).
6. Construct pavilions with seating areas for more public gathering opportunities.

**Upper Bar-K Park / Sportsplex:**

1. Repair splash pad and enhance surrounding seating area.
2. Repair foundation and nets of both tennis courts.
3. Repair existing sidewalks and replace crushed granite park pathways and trails with concrete sidewalks throughout the park in order better enhance access for all types of park users.
4. Conduct annual turf maintenance on sports fields (aeration, irrigation, seeding, fertilization).
5. Construct a large pavilion near the baseball field for team gatherings.
6. Renovate and modernize the ballfield clubhouse and bathrooms.
7. Remove existing play structure and replace with new playground equipment.

**Bowden Point:**

1. Construct screening and fencing around the park for additional safety and noise reduction.
2. Install a small, looped trail that provides access to the art and flower beds in the park.
3. Re-purpose and improve monument signage at the corner of Boggy Ford and Highland Lakes Blvd.

**Lago Vista Golf Course:**

1. Consider revitalizing the club house as a community hub with later hours, free Wi-Fi, and community events.
2. Implement fire prevention measures for the clubhouse and golf cart storage area.

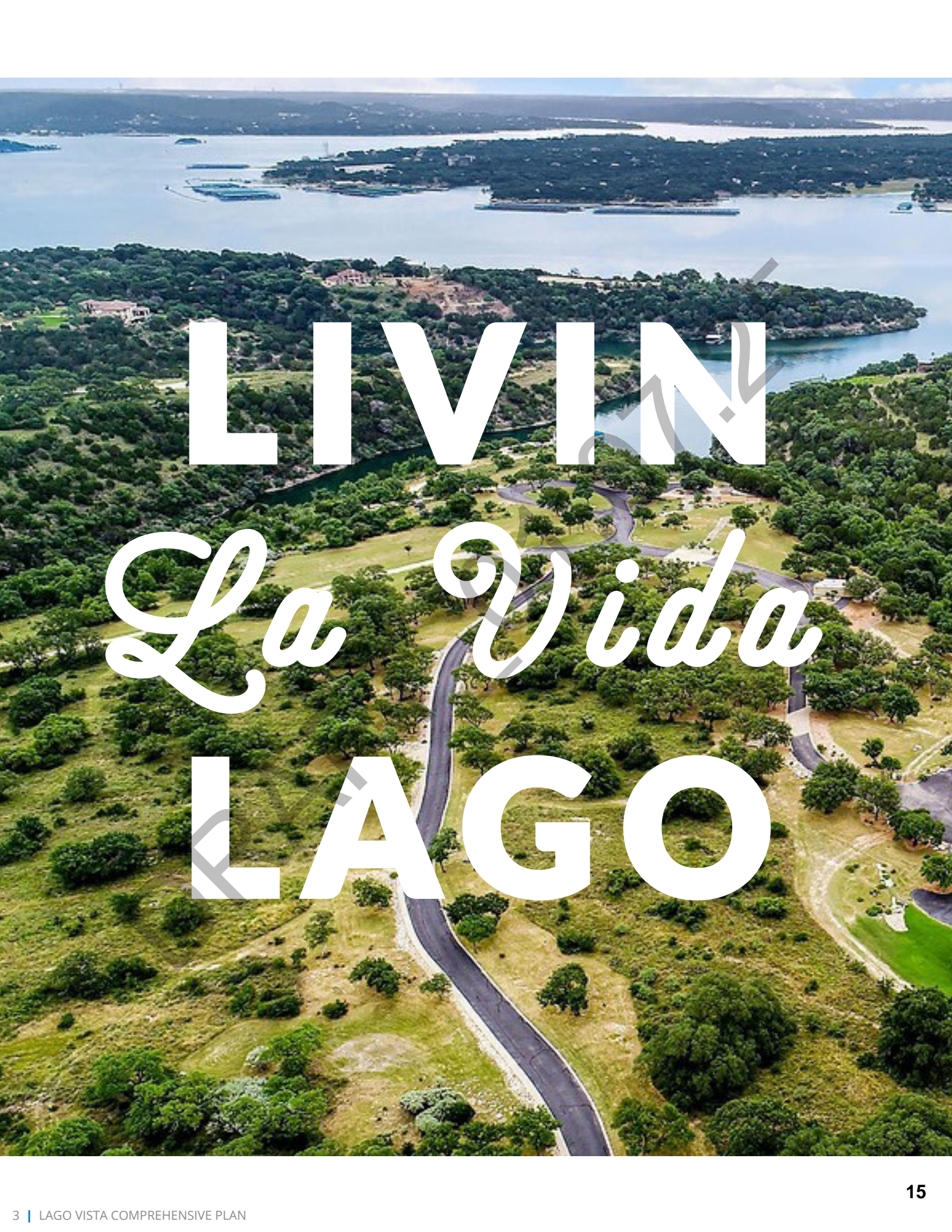


21.07.25

01.07.25

**EXPLORING OUR OUTDOORS:  
CITY OF LAGO VISTA PARKS**

**6**



LIVIN  
*La Vida*  
LAGO



Photo Courtesy of: Loopnet

## PLAN BACKGROUND & PURPOSE

### WHY PLAN FOR PARKS RIGHT NOW

This planning effort was initiated by the City of Lago Vista with the intent to guide the City's parks system in effectively meeting the diverse needs of its community residents. Recognizing the vital role that parks and recreational spaces play in enhancing quality of life, this plan seeks to guide near-term and future parks and recreation opportunities. This chapter highlights the current conditions of the park system but also delves into the insights and preferences expressed by Lago Vista residents during the public engagement process.

## PLAN TIMEFRAME

This Parks Master Plan provides direction for park system development over the next ten years (2025-2035). Industry best practices suggest that park master plans should be thoroughly updated every ten years and partially updated every five years. Although the Texas Parks and Wildlife Department (TPWD) does not require a master plan for grant eligibility, TPWD recommends five and ten year updates to ensure updated community priorities when considering grant allocation in a competitive environment. Each update will act as an opportunity to measure success and make revisions to plan policies, updated projects, implementation strategies. Plan updates and implementation provisions are detailed in [Chapter 8 - Implementation](#).

## PARK SYSTEM UNDERSTANDING

### CONTEXT & PLANNING AREA

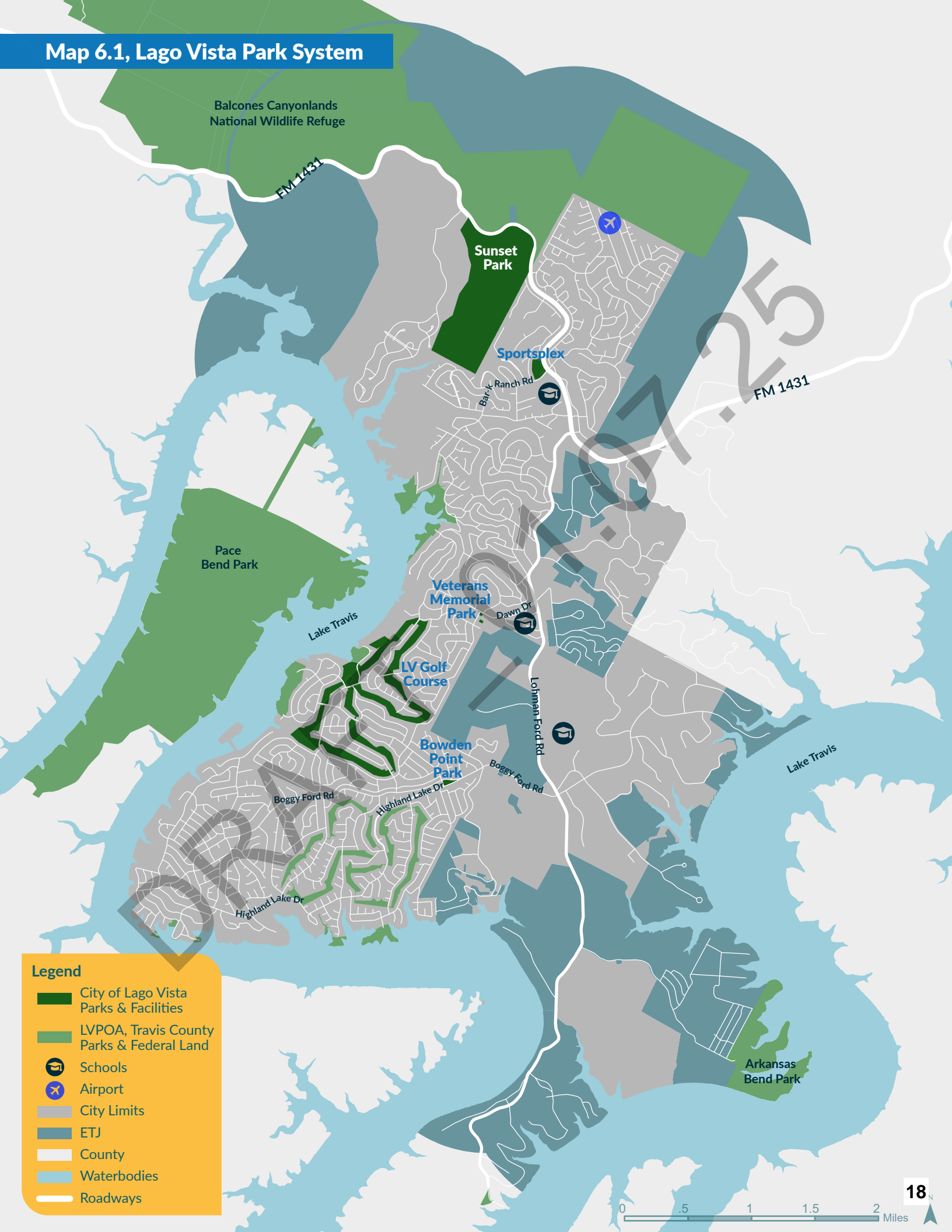
The Lago Vista Parks and Recreation Master Plan encompasses all of the city parks, open space, and recreation facilities. The existing parks system is 325 acres comprised of five parks and a golf course. In addition to the 325 acres of park space, Lago Vista owns an additional roughly 11 acres of open space which could potentially be developed into future parks or serve as publicly accessible open space.

Park planning must encompass the entire municipal jurisdiction, including areas beyond city limits, to leverage natural resources and accommodate future growth. The boundaries for the park planning effort include all areas inside the city limits and the extraterritorial jurisdiction (ETJ), as seen on [Map 6.1, Lago Vista Park System](#), to the right.

### NATURAL RESOURCES

Lago Vista is located between Lake Travis and the Balcones Canyonlands Preserve, which gives the area its rolling hills and picturesque vistas. Sunset Park, the city's largest park is located across from the Balcones Canyonlands Preserve and has dense green foliage with a meandering trail, sports fields, and places to sit and enjoy the quiet of nature. Within Lago Vista's ETJ is Arkansas Bend Park, a County-owned and operated lake front park. This park was recently renovated, and now includes two boat ramps, a playground, and improved campsites.

# Map 6.1, Lago Vista Park System



**Legend**

- City of Lago Vista Parks & Facilities
- LVPOA, Travis County Parks & Federal Land
- Schools
- Airport
- City Limits
- ETJ
- County
- Waterbodies
- Roadways

# DEMOGRAPHICS

## GROWTH

Key socioeconomic indicators such as age, race, disability, household indicators, help paint the bigger story of how park and recreation resources might be better distributed to reach a wider range of residents (See Chapter X for full Community Profile). Effectively addressing the public’s needs requires an understanding of the characteristics of the population.

It's important to note that about 80% of current residents live within the Lago Vista Property Owners Association (LVPOA) and have access to both LVPOA parks and City parks. However, residents who do not live within the LVPOA can only access City parks. As new developments occur, this 80% will decrease since new growth will be outside the LVPOA. This shift will increase demand on the City's park system as all future growth will rely solely on City parks.

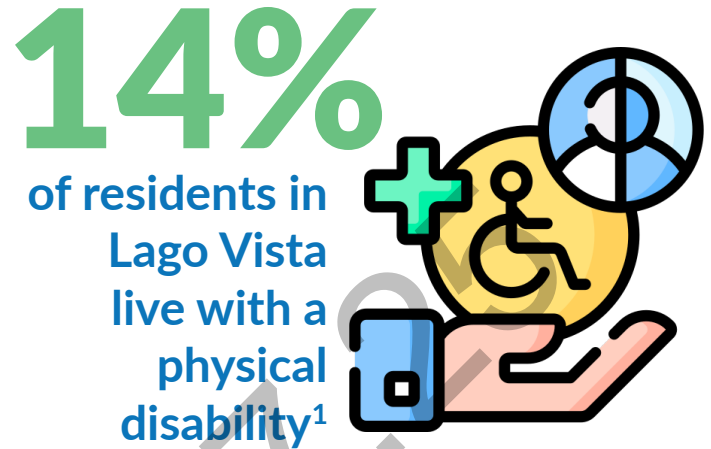
## POPULATION

As seen in Chapter X, Lago Vista’s population has experienced significant changes over the past 20 years. From 2000 (pop. 4,507) to 2024 (pop. 11,620), the population has more than doubled and it is expected that Lago Vista’s population will continue to grow.

Lago Vista has several new subdivisions planned and under construction. These neighborhoods are anticipated to add to the overall population over the next 10 years, all of whom will not have access to LVPOA parks and facilities.

## AGE

The majority of Lago Vista residents tend to be older compared to the rest of the state. Lago Vista's average age of residents is 52.9 years old, compared to the average age of Texas residents, which is 35 years old. This demographic trend may influence the types of recreational facilities, programs, and amenities needed in Lago Vista's parks system, with a likely focus on features that cater to older adults.



### Participation in Club and Gym Activities<sup>1</sup>

CONSUMER BEHAVIOR	PERCENT OF POPULATION
Exercise at Home 2+ Times/Week	51.8%
Exercise at Club 2+ Times/Week	11.3%
Exercise at Other Facility (Not Club) 2+ Times/Week	7.9%

Lago Vista residents are projected to spend

**\$2.3** MILLION  
on sports, recreation and exercise equipment by 2028<sup>2</sup>



<sup>1</sup>U.S. Census: American Community Survey, 2022

<sup>2</sup>Esri Forecasts 2023 & 2028 & Bureau of Labor Statistics

# PARK PREFERENCES

The public engagement process provided opportunities for the community to share their desires and concerns regarding Lago Vista parks and recreational facilities. Residents were able to attend two open houses that included educational and interactive boards, where they could select personal preferences for the park system.



In question #10 of the first community-wide survey, parks and trails ranked first and second among the other answer choices. The choices included not only park related answers, but also other quality of life elements related to the Comprehensive Plan. See the top five results from question #10 below.

**#1 317 VOTES**

PARKS AND NATURAL AREAS

**#2 302 VOTES**

TRAILS AND GREENWAYS

**#3 268 VOTES**

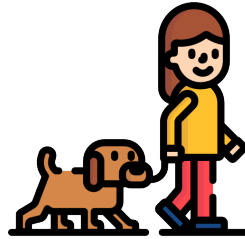
TOWN CENTER W/ COMMUNITY SERVICES, SHOPPING, AND RESTAURANTS

**#4 218 VOTES**

AESTHETICS / APPEARANCE

**#5 199 VOTES**

FAMILY-FRIENDLY ENTERTAINMENT



**31%**

of residents in Lago Vista desire more preserved open space and natural areas for passive recreation opportunities.<sup>3</sup>

Which of the following park activities would you or your children most like to participate in?<sup>3</sup>

AGE GROUP	ACTIVITY
Children up to Age 10	#1 Playgrounds #2 Splash pads #3 Art / crafts classes
Children age 11-17	#1 Basketball #2 Archery #3 Skateboarding
Adults	#1 Walking / hiking on trails #2 Festivals / special events #3 Viewing nature / wildlife

<sup>3</sup>2024 Spring Survey Results: 20

# PARK PREFERENCES

## Future Park Facility Priority Preferences<sup>1</sup>

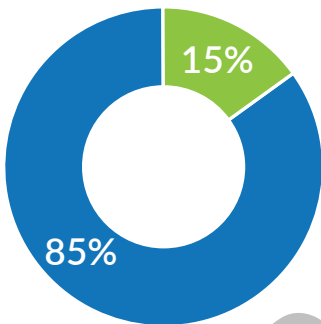
RANK	FACILITY TYPE
#1	Natural areas preservation
#2	Improve existing facilities
#3	Lake access
#4	Active recreation
#5	Nature and historical programing

## Desired Components for Sunset Park<sup>1</sup>

RANK	PARK COMPONENTS
#1	Shade
#2	Natural areas
#3	Dog park
#4	Trails
#5	Lighting

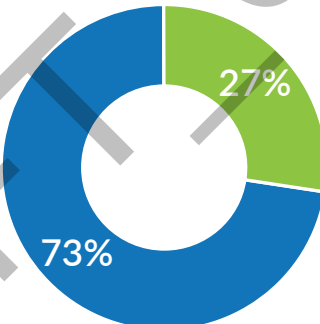
## Agree or Disagree<sup>1</sup>

Better parks will help to improve our City image.



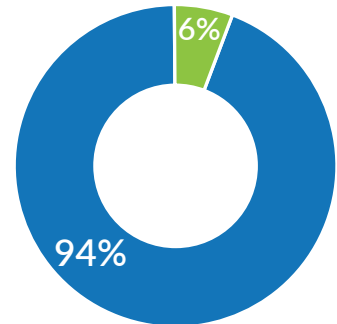
■ I Agree ■ I Disagree

Better parks and recreation facilities would help strengthen our City economically.



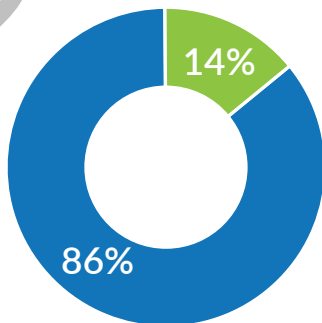
■ I Agree ■ I Disagree

Publish a list of volunteer and donation opportunities to allow the public to help improve City parks



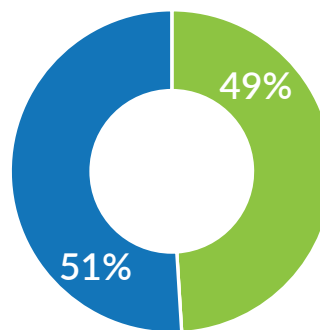
■ I Agree ■ I Disagree

I believe that the City should more fully develop the parkland and open space that it already owns.



■ I Agree ■ I Disagree

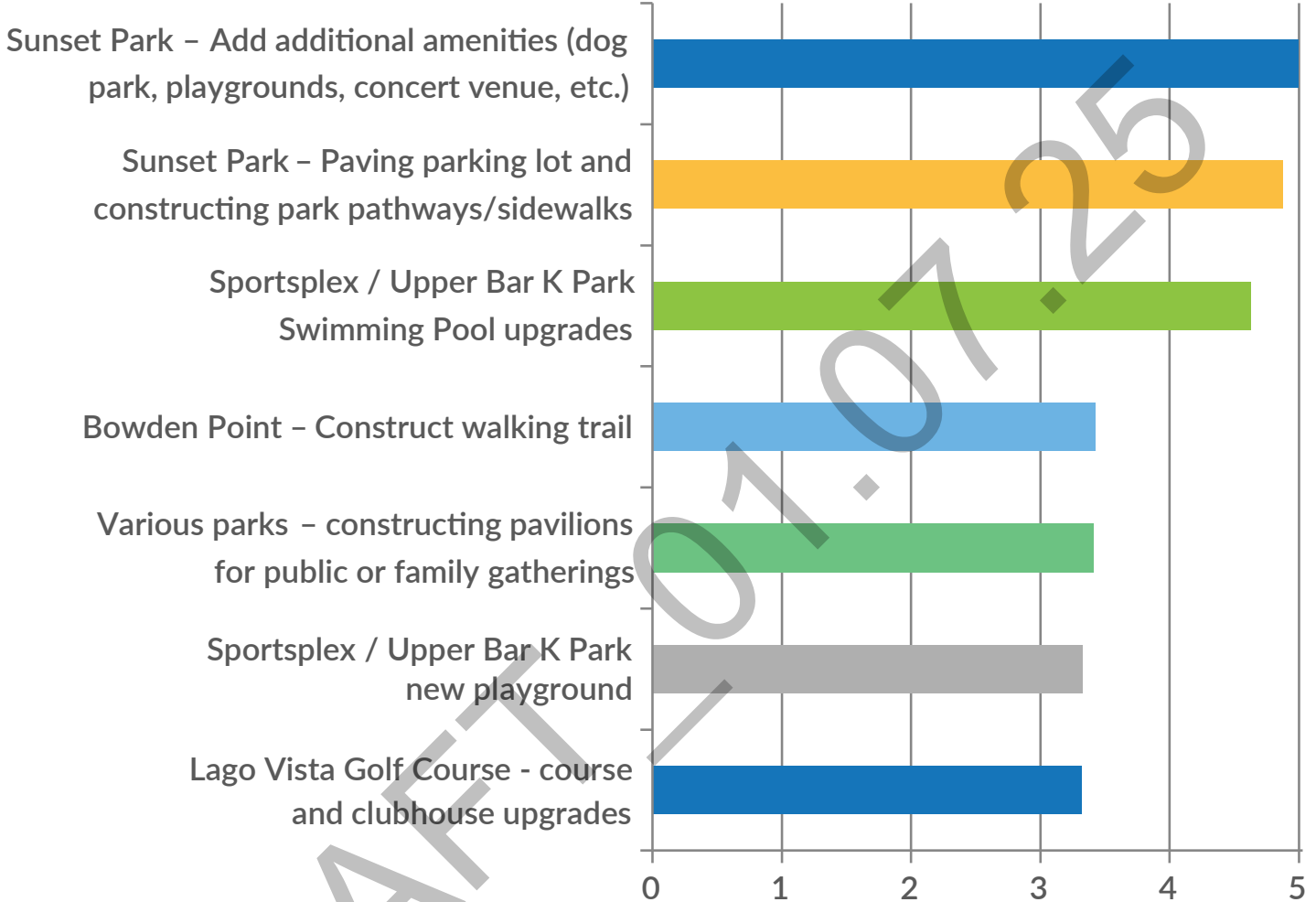
I am willing to pay additional City taxes and/or consider a bond initiative to see new parks and recreational amenities added to the community.



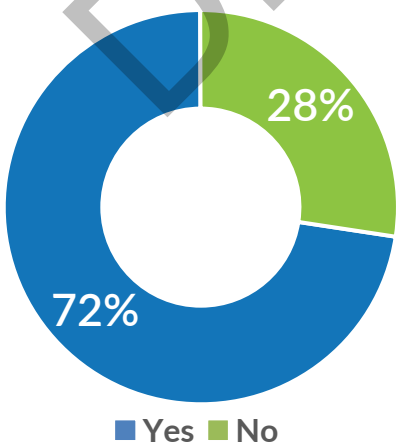
■ I Agree ■ I Disagree

# PARK PREFERENCES

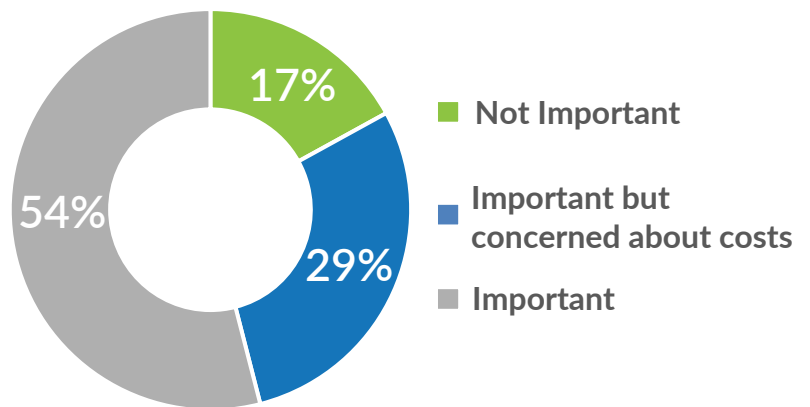
Out of the priority park projects below, please rank them in order of importance. (One being the highest priority and seven being the lowest priority.)<sup>2</sup>



Would you support incorporating community gardens within a park to promote local food production and sustainability?<sup>2</sup>



How important is it to you that parks in Lago Vista incorporate environmentally sustainable features in the parks?<sup>2</sup>



# TYPICAL PARK SYSTEM CLASSIFICATIONS

The following park classification descriptions identify common types of parks. These classifications are widely used in park system assessments throughout the country, and are frequently cited by the National Recreation and Parks Association (NRPA). Although not all of these park types exist in Lago Vista today, it is important to identify a range of park types that could exist in the community in the future. Today the parks in Lago Vista can be classified as community parks, neighborhood parks, and pocket parks.

Organizing park land into a classification system is important for both the management and evaluation of the park offerings and services being provided to the local citizenry.

## PARK CLASSIFICATIONS



### REGIONAL PARKS

These large parks serve the community and greater region. Regional parks may vary in size but often range from 50 to 1,000 acres. Because of their size, they typically contain a mix of preserved natural areas and activated recreation amenities that provide both active and passive recreation opportunities.



### COMMUNITY PARKS

These parks serve visitors and residents in nearby neighborhoods and may reach residents across the city. Community parks typically range from 10 to 50 acres and should be easily accessible to the surrounding neighborhoods. These parks may offer similar amenities and recreation opportunities as regional parks, but at a smaller scale.



### NEIGHBORHOOD PARKS

These parks serve neighborhood residents within about a ½ mile radius and should be easily accessible by bicycling or walking. Neighborhood parks typically range from two to 10 acres. Typical amenities in neighborhood parks include playgrounds, picnic areas, multi-purpose fields, and open space.



### POCKET PARKS

These parks serve residents within immediate walking distance and provide a small area of green space in developed areas. Pocket parks are typically less than two acres in size. They function like neighborhood parks but feature fewer amenities due to their size. Common amenities in pocket parks include seating and walking paths.



### CIVIC SPACE

These areas serve residents and visitors in city centers and more dense parts of the city. Civic spaces are defined by their social features rather than active recreational amenities. These spaces may host special events and festivals and may include plazas, parkways, or other similar public grounds.



### SPECIAL PURPOSE PARKS

These parks serve the community with access to a special recreational activity or amenity. A few examples are an athletic complex, golf course, or nature parks. Special purpose parks can vary in size and amenities depending on the purpose of the park.



### OPEN SPACE

These areas serve regional or community recreation needs and provide access to preserved natural areas. Open spaces typically have minimal amenities to conserve natural resources and promote passive use through features such as trails, lake access, or restrooms.



*Veteran's Memorial Park (Pocket Park)*

## MULTI-USE TRAILS

Trails are an important component of both a balanced parks system and a city's mobility network. The popularity of walking, running, and bicycling is growing across the country, and many users prefer a separate, dedicated space away from motor vehicles to feel comfortable.

Currently, Lago Vista has approximately 1.7 miles of trails within Sunset Park. This plan will make recommendations for future trail corridors to connect various parks or community destinations. Two typical trail types that residents could see in the future include,

- **Multi-use trails** provide bicyclists and pedestrians a path that connects them to other recreational areas, parks, or community destinations. Multi-use trails may pass through parks, serving as a recreational opportunity and connector to trails outside the park. Multi-use trails are not a park type, rather a recreational and transportation amenity, and their length can vary. In order for both bicyclists and pedestrians to share the multi-use trail, they should be a minimum of 10 feet wide.
- **Recreational trails** are internal to parks and primarily serve those walking, running, biking, or using an assisted mobility device for leisure purposes. Unlike multi-use trails, recreational trails provide limited connectivity to destinations outside of the park space making any transportation benefit to the community incidental.



*Eagles Trail at Sunset Park is the only recreational trail within a city park.*

# EXISTING PARK INVENTORY

The City of Lago Vista’s parks system includes the Lago Vista Golf Course, and five parks that fall into three park types. These park types include neighborhood, community, and pocket parks. The City’s parks provide residents with access to recreational amenities including sport fields, playscapes, sports courts, and pavilions. The table below provides an inventory of Lago Vista’s existing parks system by classification, size, and common facilities by type.



## Lago Vista Park Inventory by Classification

PARK TYPE	ACRES	AMENITY TYPE			
		ATHLETIC FIELDS <sup>1</sup>	PLAY EQUIPMENT	SPORTS COURTS <sup>2</sup>	PAVILIONS
<b>Neighborhood Parks</b>					
Bowden Point Park	1.9	0	1	0	0
<b>Community Park</b>					
Sunset Park	314.1	3	2	1	0
Sportsplex (Upper Bar-K Park)	8.6	1	1	2	2
<b>Pocket Parks</b>					
City Hall Park	0.4	0	0	0	0
Veteran’s Memorial Park	0.3	0	0	0	0
<b>Special Use Parks</b>					
Lago Vista Golf Course	N/A <sup>3</sup>	0	0	7	0
<b>Totals</b>	<b>325.3</b>	<b>4</b>	<b>4</b>	<b>10</b>	<b>2</b>

1. Baseball, softball, football, soccer, and multi-use, 2. Basketball, tennis, volleyball, and multi-use, 3. Golf course acreage is excluded from the city’s overall parkland acreage, the course primarily serves a specific recreational purpose with limited accessibility and broader community benefit compared to traditional parks and open spaces.

The table below provides a comprehensive list of City-owned parcels that have been identified as potential sites for future park development. These parcels, located across Lago Vista, present opportunities to enhance the community’s access to recreational spaces and address gaps in the current park system. These potential parkland sites will play a crucial role in meeting the growing needs of the city.

Additional City-Owned Undeveloped Open Space	ACRES
Lago Vista Way / Canyon Dr Parcel (Bonanza Property)	2.2
Shoreline Ranch Park Shoreline Dr / Austin Blvd Parcel	1.0
Parcel Behind Police Station	5.3
West Dawn Drive Parcel	2.2
<b>Totals</b>	<b>10.7</b>



The City-owned land (5.2 ac) shown above is located behind the Library and Police Station. It is large enough to develop additional facilities and amenities. **25**

# Map 6.2, City-Owned Parkland

Balcones Canyonlands  
National Wildlife Refuge

FM 1431

Sunset Park

Sportsplex

FM 1431

Bark Ranch Rd

Pace Bend Park

Dawn Dr. Parkland

Veteran's Memorial Park

Bonanza Parkland

City Hall Park

Police Station Parkland

Lago Vista Golf Course

Lake Travis

Lohnan Ford Rd

Lake Travis

Boggy Ford Rd

Boggy Ford Rd

Shoreline Ranch Parkland

Highland Lake Dr

Bowden Point Park

Highland Lake Dr

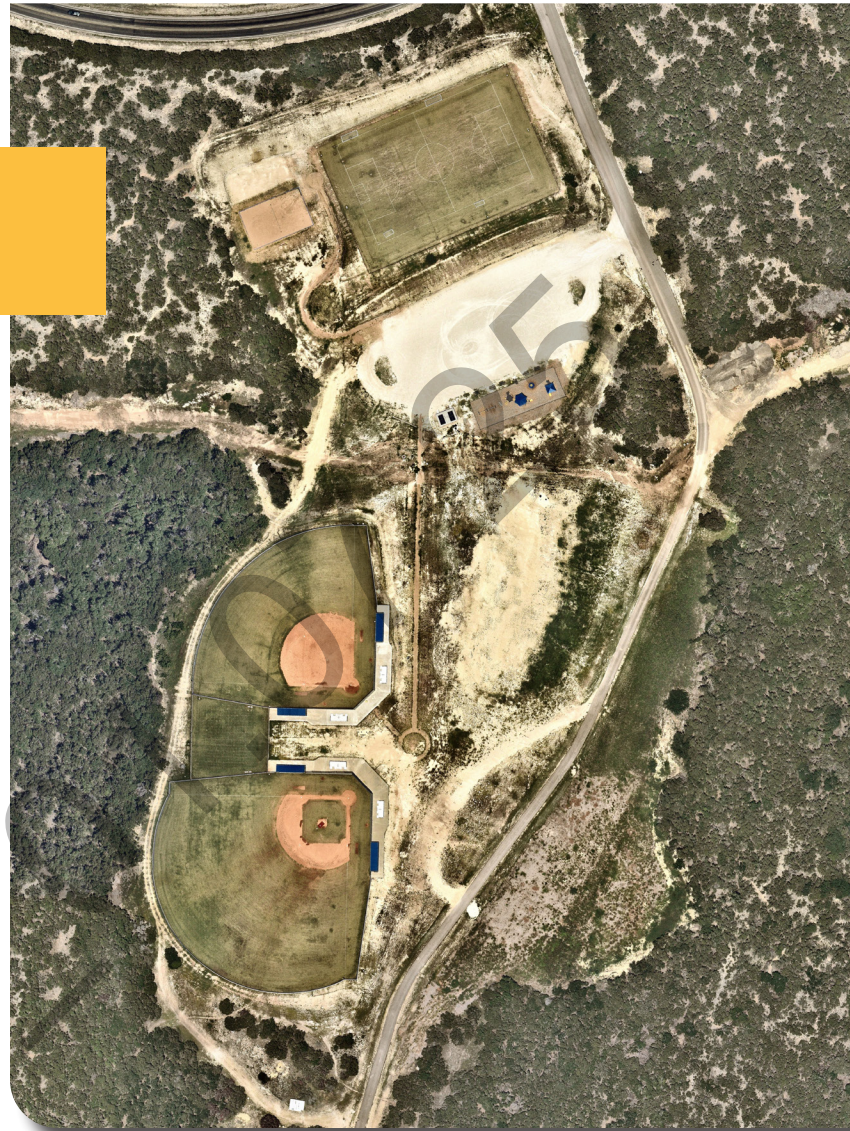
Arkansas Bend Park

## Legend

- City of Lago Vista Parks & Facilities
- LVPOA, Travis County Parks & Federal Land
- Trails
- City Limits
- ETJ
- County
- Waterbodies
- Roadways



# SUNSET PARK



**Park Type:** Community

**Size:** 20 acres

**Address:** 21817 RM 1431

**Sunset Park is the City's largest park, situated on a 315-acre property with stunning views and conveniently located across FM 1431 from the Balcones Canyonlands National Wildlife Refuge.**

In 2019, the City was awarded a \$500,000 grant from the Texas Parks and Wildlife Commission. Phase 1 of the project was completed in 2021 and shortly after the park was opened to the public. Phase 2 of the project kicked off in 2021, which included the addition of the baseball and softball fields, play structures, and restrooms. A final phase of development is planned for the park and includes a volleyball court, a baseball field, a softball field, paved parking lot, and paved internal park pathways. The park also includes the Eagles Trail a 1.28-mile natural loop trail that takes you into the wooded forest surrounding the existing sport fields. There are also primitive walking and hiking trails at the south end of the park and continue south towards Lake Travis.

## PARK FEATURES

- Youth baseball field
- Youth softball field
- Youth soccer field
- Sand volleyball court
- Nature trail (1.28 miles)
- Two playscapes
- Two swing-sets
- Scent garden
- Picnic tables
- Benches
- Restrooms

# VIEWS, VISTAS, AND A PARK FOR ALL

## EXISTING CONDITIONS

While the grant from TPWD was a major success, the City has not been able to finish the remaining phases of construction. Due to these shortfalls in completing this project, the park seems unfinished, dampening the overall experience for people visiting the park.

Currently the park entrance road is the only paved facility in the park. The parking lots and in-park roads are dirt and crushed limestone which creates a harsh environment for cars and pedestrians visiting the park.

The sport fields and site amenities (bathrooms, bleachers, dugouts, practice/warm up area, benches/picnic tables) have been installed in the last few years. These amenities were well designed, of great quality, and maintained well. The playground at Sunset Park is the highest quality playground in the entire parks system. It is very popular in the community for its overall size, different equipment for varying ages, and close proximity to a newly installed public bathroom.

## RECOMMENDED IMPROVEMENTS

- All parking areas need to be paved and striped.
- Construct paved sidewalks and park pathways to and from site facilities and parking areas.
- Consider creating a landscaping/planting plan (trees, shrubs, flowers, ornamental shade trees, etc.) for the entire park.
- Construct pavilions with seating areas for public gathering opportunities



## Park Conditions

Pedestrian/Bike Access	○ ○ ○ ○ ○
Park Features	● ● ● ○ ○
Site Facilities	● ● ● ○ ○
Maintenance	● ● ● ● ○
Aesthetics	● ● ○ ○ ○

# SPORTSPLEX PARK

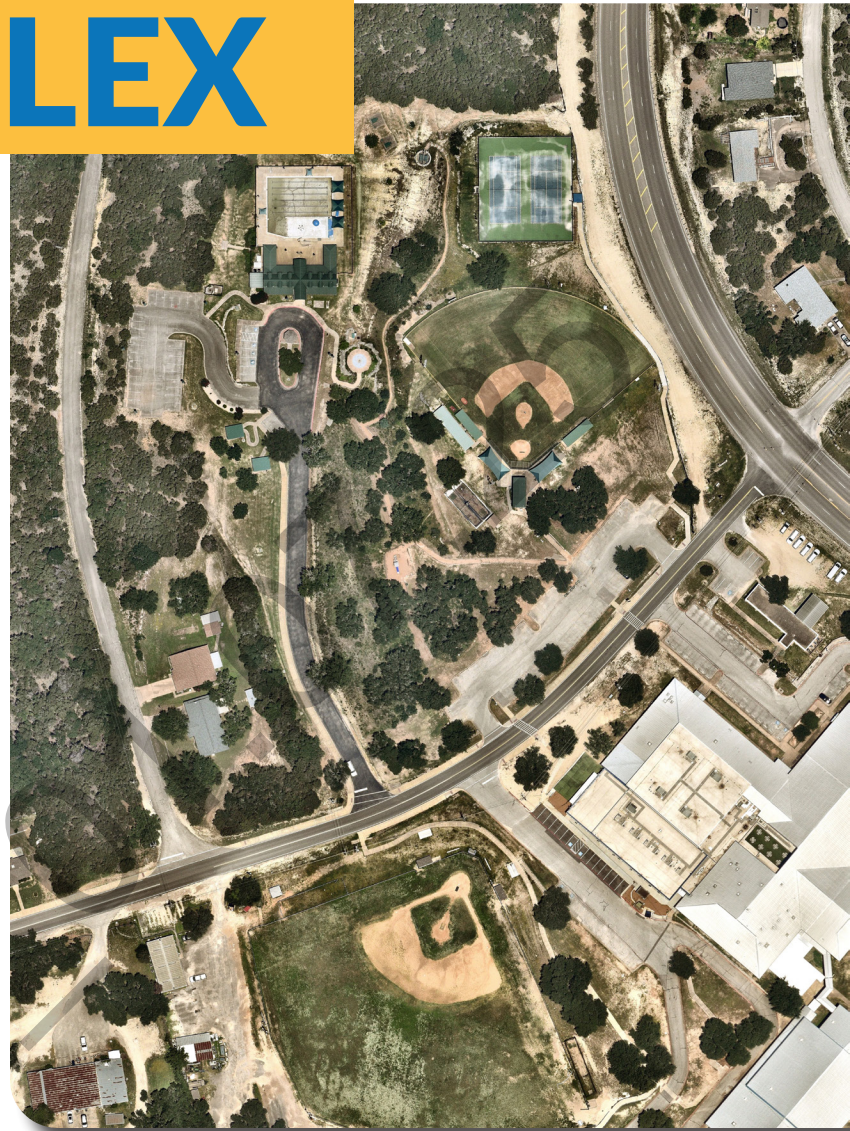
**Park Type:** Community

**Size:** 8.6 acres

**Address:** 8039 Bar K Ranch Road

***The Sportsplex is Lago Vista's most diverse park, offering different types of sport courts, facilities and recreational programming. Residents love the parks central location in town and the parks hill-top setting overlooking the hill country.***

The Upper Bar K Park (Sportsplex) is centrally located in Lago Vista directly across from the Lago Vista Middle School. This community park serves as a hub for residents throughout the year, providing an opportunity for swimming in the summer months, year-round access to the tennis courts, and youth baseball leagues. The park also hosts sports programming that includes the Tidal Waves youth swim team, the Lago Vista United Baseball and Softball youth leagues, and the tennis courts host a schedule for tennis play and the Lago Vista Pickleball Players league (youth and adult leagues). The park fosters a great sense of pride, which is shown through a beautiful mural of youth players on the field clubhouse, which can be seen when driving by on FM 1431.



## PARK FEATURES

- Swimming pool
- Splash pad
- Two pavilions w/grills
- Youth baseball field
- Two tennis courts
- Restrooms
- Small playscape
- Picnic tables (covered & uncovered)
- Benches
- Drinking fountains
- Two large parking lots

# SWIM, SWING, SET!

## PLAY BALL!

### EXISTING CONDITIONS

The baseball field is in good condition. The grass is well established with few bare spots, some grass has overgrown into the infield but with regular maintenance this should not be an issue. The lighting equipment is dated, but provides enough coverage. The clubhouse which includes bathrooms facilities is currently in poor condition. There are visible signs of structural deterioration, such as cracks in the walls, water damage, and peeling paint.

Netting on the tennis courts was in good condition and the newly installed fence and lighting equipment was in excellent condition. The tennis courts foundations are starting to experience some cracking, and the courts need to be resurfaced and painted.

The playground has reached the end of its life cycle and needs complete replacement. The gravel surrounding the play equipment needs to be replaced with proper fall surface material. The splash pad is not functioning and the area around the pad was in poor condition.

The park's pathways and trails were all in poor condition, with multiple tripping hazards and uneven surfaces were present. Most of this park is inaccessible to wheelchair users.

### RECOMMENDED IMPROVEMENTS

- Repair splash pad.
- Repair tennis courts.
- Repair and replace park pathways and trails.
- Construct a pavilion for large gatherings.
- Renovate ballfield clubhouse and bathrooms.
- Replace play structure.



### Park Conditions

Pedestrian/Bike Access ●●○○○

Park Features ●●●○○

Site Facilities ●●○○○

Maintenance ●●○○○

Aesthetics ●●●○○

# BOWDEN POINT

## PARK

**Park Type:** Neighborhood

**Size:** 1.9 acres

**Address:** Boggy Ford Rd and  
Highland Lake Dr

***This park provides a place where neighbors can meet, children can play, and families can gather for a picnic under the shade of the trees.***

Nestled within the Old Lago Vista neighborhood, this small park offers a retreat for nearby residents. This passive park features vibrant public art crafted by local artists, adding a touch of creativity to the park. Families enjoy the swing set and open play areas, while the picnic table and benches provide perfect spots for relaxation and social gatherings. The park's meticulously maintained flower beds and lush landscaping are a testament to the dedication of "Keep Lago Vista Beautiful" (KLVB), a group of passionate neighbors who take pride in preserving its beauty. The park is scattered with small to medium-sized trees, which cast shade perfect for a family picnic. With its passive nature and limited amenities, the park is an ideal place to relax outside.



## PARK FEATURES

- Public art
- Swing-set
- Picnic table
- Two benches
- Flower beds
- Open play areas



# COMMUNITY ART, INSPIRES THE MIND!

## EXISTING CONDITIONS

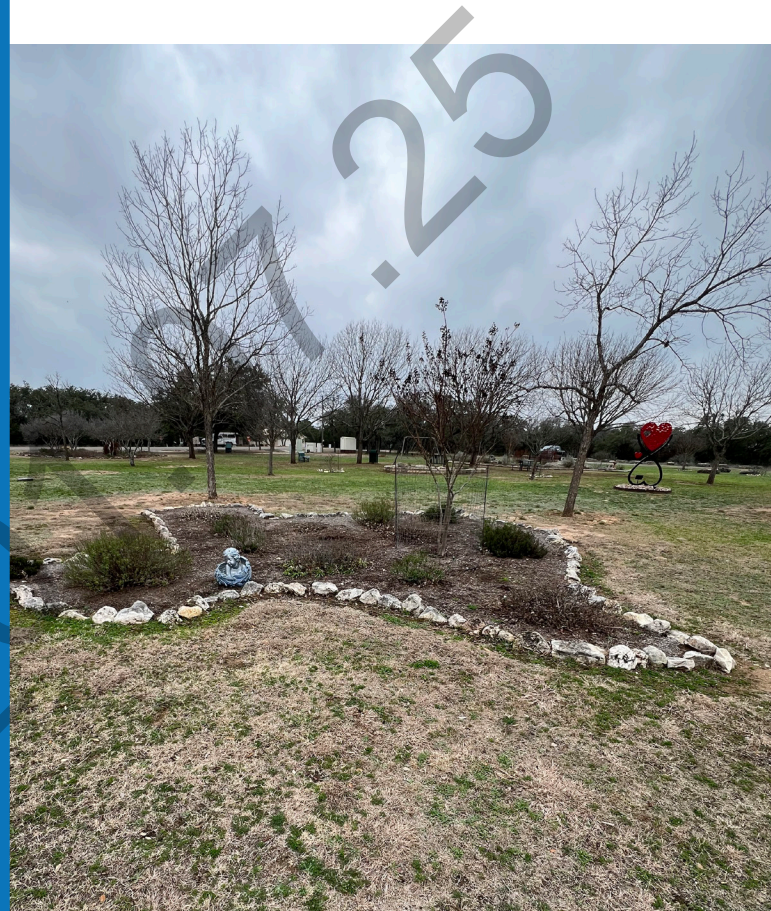
Bowden Point Park is flanked by two busy roads, Boggy Ford Road and Highland Lake Drive. Despite its active surroundings, when cars are not driving by the park has a calm and relaxed atmosphere. The only play structure inside of the park is a simple swing set that is in great condition. There are also a few benches scattered throughout the park provide areas to unwind.

This park's amenities (swing set, picnic table trash receptacle, and benches) are not consistent (different use of products, materials, and colors) with other City of Lago Vista park amenities and facilities. The park does not have any sidewalk or trail connections. This creates an unsafe environment for pedestrian and bike access to the park.

The park has a diverse array of public art sculptures, adding a touch of creativity and local culture to the park. Along with the art sculptures, the maintained landscaping beds with flowers, bushes and shrubs, enhance the park's natural beauty.

## RECOMMENDED IMPROVEMENTS

- Construct screening and fencing around the park for additional safety and noise reduction.
- Construct an in-park looped trail.
- Consider annual turf maintenance (aeration, irrigation, seeding, fertilization).
- Address drainage and grading issues.
- Install irrigation for all young trees, and all future plantings.
- Re-purpose monument signage.



## Park Conditions

Pedestrian/Bike Access ○○○○○○

Park Features ●●●○○○

Site Facilities ●●○○○○

Maintenance ●●●●●●

Aesthetics ●●●○○○

# LAGO VISTA GOLF COURSE



**Park Type:** Special Use

**Size:** 156 acres

**Address:** 4616 Rimrock Dr

**Located in the Texas Hill Country, the Lago Vista Golf Course combines breathtaking scenery with a championship style golf course.**

This par 72, 18-hole golf course, designed in 1971 by Leon Howard, offers over 6500 yards of play. The course features four sets of tees to provide a fun challenge for all ability levels, a practice facility with views over Lake Travis, and an active local golf association. Lago Vista sits peacefully on the north shore of Lake Travis and has been a golf resort community for over 50 years. Only 30 minutes from downtown Austin, the golf course is open to the public year-round, and committed to providing a golf experience that is casual and memorable all at the same time.

## COURSE FEATURES

- Open to the public
- 18 holes
- Course elevation changes
- Putting green
- Driving range
- Lake views
- Wildlife



# BIRDIES AND BLISS ON THE GREENS!

## EXISTING CONDITIONS

The Lago Vista Golf Course is largely comprised of Bermuda grass on the tees, fairways and the rough, with hybrid Bermuda and Tif-Eagle Bermuda grass on the greens. Recently the greens have been improving with agronomic practices that are being carried out throughout the year. The irrigation system is in poor condition and needs to be replaced. It has many leaks and is only partially functional. The course is treated with fertilizer every month (based on need) and the greens and surrounding grass are treated as needed with herbicide. Playing conditions have improved over the past two years.

Also provided at the course are six pickleball courts, and one tennis court. These courts are used regularly and support year-round adult leagues that are open to the public.

## RECOMMENDED IMPROVEMENTS

- Irrigation will be replaced as part of the effluent disposal process, which will improve course conditions overall with proper watering.
- Continued capital improvements should be made at the clubhouse, and on the course to help attract more golfers.
- Relocate pickleball/tennis courts so that they are not near the driving range.
- Renovate and modernize the clubhouse.
- Implement fire prevention measures for the clubhouse and golf cart storage area.



# PARK CONDITIONS ASSESSMENT

## PARK AUDIT SUMMARY

This audit assessed 15 categories in four of the city-owned parks. The categories that were assessed include sports courts, sports fields, pathways/trails, gathering spaces, structured play areas, open play areas, parking, fencing, site facilities, plantings & trees, turf, signage, lighting, and accessibility.

The results are presented by park on the next page in the table, **Park Conditions Assessment Scores**. The City of Lago Vista parks system received an average score of **2.98** out of 5.00. Common themes observed in the parks included,

1. A LACK OF BIKE/PEDESTRIAN ACCESS TO THE PARKS;
2. SPORT FIELDS WERE IN MODERATE CONDITION; AND
3. A LACK OF PUBLIC GATHERING SPACES.

The highest scoring categories included general fencing and retaining walls (Score: 4.0), plantings and trees (Score: 3.7), and sport fields (Score: 3.5). High scores in a conditions assessment for a parks system often indicate that these categories are well-maintained and in good condition. In general, fencing and retaining walls had good structural integrity, very few safety concerns, and were all high-quality and well-kept. For the plantings and trees, the health of the trees and vegetation were in above average condition, with minimal signs of disease, pests, or damage. The sports fields scored high as well, for their well-maintained surfaces, with even grass coverage, good drainage, and minimal wear and tear.

The lowest scoring categories included park pathways and trails (Score: 1.7), public gathering spaces (Score: 2.0), and signage (Score: 2.5). The pathways and trails scored low because of their issues with surface conditions, lack of maintenance, and poor accessibility. Public gathering spaces scored low for lack of adequate pavilions/shelters, seating, tables, or other amenities that encourage group gatherings. The signage within the City's park system is visually inconsistent, instances of inadequate placement of signage, and some signage was in poor condition.



Access to Bowden Point Park



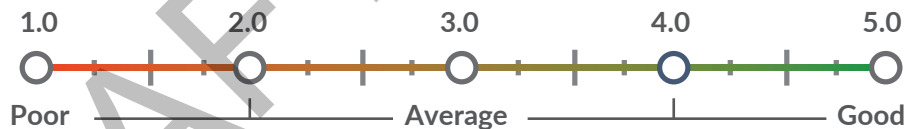
Ball field at Sportsplex



Pavilion at Sportsplex (largest pavilion in park system)

## Park System Conditions Assessment Categories

Category	Principal Review Items
Sport Courts	Playing surface, fencing, netting, striping, walls, and other non-removable facilities essential to support the activity and define the area of play.
Athletic Fields	Playing surface, fencing, netting, and other non-removable facilities essential to support the activity and define the field of play.
Park Pathways/Trails	Surface condition, pathway/trail widths, vertical and horizontal clearance, crossing points, and ADA accessibility.
Public Gathering Spaces	Areas defined for public gathering including seating and shade structures.
Structured Play	Playscapes, surrounding surface areas, accessory structures to improve the comfort of users and attendants.
Open Play Areas	Surface condition, landscaping, and access to shade for open lawn areas intended for random play.
Parking	Off-street parking areas and proximate on-street parking areas.
General Fencing and Retaining Walls	Condition of structures.
General Site Facilities	General recreational and accessory structures (enclosed and open air) including pavilions, restrooms, concession stands, bleachers, and special use facilities to support miscellaneous activities.
Additional Site Amenities	Accessory amenities serving general visitation including trash receptacles, pet waste stations, water fountains, benches, etc.
Planting and Trees	Health, maintained condition, and coverage of trees and other landscaping including overgrowth. Strategic placement of vegetation to define park spaces.
Turf	Manicured lawn areas. Cumulative - may include surfacing for previously listed categories including athletic fields and open play areas.
Signage	Identification, informational, and wayfinding signage.
Site Lighting	Lighting standards, fixtures, and coverage area.
Park Accessibility	Bicycle, pedestrian, and ADA access to, from, and within the park space.



## Park Conditions Assessment Scores

	SPORT COURTS	SPORT FIELDS	PARK PATHWAYS / TRAILS	PUBLIC GATHERING SPACES	STRUCTURED PLAY	OPEN PLAY AREAS	PARKING	GENERAL FENCING / RETAINING WALLS	GENERAL SITE FACILITIES	ADDITIONAL SITE AMENITIES	PLANTINGS AND TREES	TURF	SIGNAGE	SITE LIGHTING	PARK ACCESSIBILITY	OVERALL PARK SCORES
<b>Parks</b>																
Sunset Park	3	4	1	N/A	4	N/A	1	5	4	4	N/A	4	3	2	1	3.0
Bowden Point Park	N/A	N/A	N/A	N/A	3	4	3	N/A	N/A	4	4	3	2	N/A	1	3.0
Sportsplex (Upper Bar-K Park)	3	3	1	2	2	2	4	3	2	2	4	3	2	4	3	2.7
Veteran's Memorial Park	N/A	N/A	3	N/A	N/A	N/A	4	N/A	3	3	3	4	3	4	2	3.2
<b>Average Category Scores</b>	<b>3.0</b>	<b>3.5</b>	<b>1.7</b>	<b>2.0</b>	<b>3.0</b>	<b>3.0</b>	<b>3.0</b>	<b>4.0</b>	<b>3.0</b>	<b>3.3</b>	<b>3.7</b>	<b>3.5</b>	<b>2.5</b>	<b>3.3</b>	<b>1.8</b>	

## EXISTING POPULATION

### PARKLAND LEVEL OF SERVICE

Parkland Level of Service (LOS) measures the amount of parkland a community provides per capita, often shown as 'X acres per 1,000 population.' The National Recreation and Park Association (NRPA) offers average LOS figures based on community population size. According to the NRPA, communities with under 20,000 residents should have an average of 10 to 12 acres of parkland per 1,000 residents. However, LOS does not account for park quality or varying definitions of parkland between communities. While useful, per-capita acreage is just one factor in evaluating a park system's service in this master plan and is used as guidance.

It is difficult to determine the Level of Service for Lago Vista due to the City-owned parks and the Lago Vista Property Owner Association parks. To examine one without the other would not tell the whole story, the next two pages cover the detailed calculations to assess the recommended amount of parkland to ensure all residents have access to recreational opportunities comparable with peer cities.

If we include all Lago Vista residents, the **Lago Vista City-owned parks system sits below the national averages, providing only 3.11 acres per 1,000 residents.** However, this measurement only looks at developed parkland and does not factor in the Lago Vista Property Owners Association (LVPOA) parks.

## LAGO VISTA PROPERTY OWNERS ASSOCIATION (LVPOA) PARKLAND

In 2024, roughly **80%** of the population in Lago Vista are members of the LVPOA. The LVPOA owns approximately 113 acres of parkland across nine parks. If the Lago Vista population is split into LVPOA members and non-LVPOA members, each section is adequately served by the parks they have access to. The approximately 9,296 LVPOA members have 12.22 acres per 1,000 residents with just POA parks and the approximately 2,324 non-LVPOA members have 15.53 acres with just City-owned parks.

## CITY OF LAGO VISTA DEVELOPED PARKLAND CURRENT (2024)

### City of Lago Vista Developed Parkland, Level of Service (2024)

Population	11,620
Number of Parks	5
Acreage	36.09 acres
Total System (excluding undeveloped parkland)	<b>3.11</b> acres per 1,000 residents
Neighborhood Parks	<b>0.17</b> acres per 1,000 residents
Community Parks	<b>2.88</b> acres per 1,000 residents

## LVPOA DEVELOPED PARKLAND CURRENT (2024)

### LVPOA Developed Parkland, Level of Service (2024)

Population	9,296
Number of Parks	9
Acreage	113.6 acres
Total System	<b>12.22</b> acres per 1,000 residents

## NON - LVPOA POPULATION DEVELOPED PARKLAND CURRENT (2024)

### Non - LVPOA Population in Lago Vista

Population (Total Lago Vista Population minus LVPOA Population)	2,324
Number of Parks	5
Acreage	36.09 acres
Total System (excluding undeveloped parkland)	<b>15.53</b> acres per 1,000 residents

## FUTURE POPULATION

### PARKLAND LEVEL OF SERVICE

*IN SUMMARY, WHEN REMOVING MEMBERS OF THE LVPOA FROM THE CITY CALCULATIONS (BECAUSE THEY ARE ADEQUATELY SERVED BY POA PARKS), THE CITY OF LAGO VISTA MEETS THE NRPA AVERAGE.*

However, the LVPOA population is not expected to grow in the future, due to all new neighborhood developments being built outside the LVPOA boundaries. Thus, new residents in Lago Vista will rely on City-owned parks for local recreation. The projected 2034 population for Lago Vista is 17,600. Subtracting the POA members, the future parkland LOS for City-owned parks will only be 4.35 acres per 1,000 residents in 2034. Meaning, with the anticipated population growth and the limited membership of the LVPOA, the City of Lago Vista will need to develop more parkland to provide a comparable access to recreation.

*BECAUSE THE LVPOA IS NOT GROWING, LAGO VISTA WILL NEED TO DEVELOP MORE PUBLIC PARKLAND BY 2034 TO MEET THE GROWING DEMAND FOR PARKS.*

**To meet future NRPA standards, the City will need to build between 47 to 63.5 new acres of parkland. However, the City does need to acquire or purchase additional parkland for the system.**

The complete City-owned park system (undeveloped and developed parkland) has 335.99 acres, with approximately 300 acres being undeveloped parkland. If the City were to develop just 47 acres of this undeveloped parkland, the projected 2034 NRPA average would be met.

## NON-LVPOA POPULATION

### DEVELOPED PARKLAND

### FUTURE (2034)

#### Non - LVPOA Population in Lago Vista

Population (Total Lago Vista Population minus LVPOA Population)	8,304
Number of Parks	5
Acreage	36.09 acres
Total System (excluding undeveloped parkland)	<b>4.35</b> acres per 1,000 residents

## CITY OF LAGO VISTA FUTURE PARKLAND

### Acres Needed to Meet Recommendation

Target LOS (Low range)	10 acres per 1,000 pop
Acreage to acquire to meet TLOS	<b>47</b> acre deficit
Target LOS (High range)	12 acres per 1,000 pop
Acreage to acquire to meet TLOS	<b>63.5</b> acre deficit

# PUBLIC RECREATIONAL FACILITY LEVEL OF SERVICE

The City of Lago Vista Recreational Facility Level of Service (LOS) was calculated using Lago Vista’s current population compared to the existing inventory. The national facility LOS averages are provided as guidance by NRPA through a national survey of participating communities across the country.

The table below depicts the LOS at which the City of Lago Vista offers recreational facilities compared to other communities. In 2024, **for most of the facilities that were reviewed, Lago Vista is not meeting the national average.** Currently, the community is not supported with an adequate amount of city-owned and publicly available facilities. Results in the table vary widely and should not be viewed as conclusive comparisons. This table should be viewed as a guide for determining facility needs.

City of Lago Vista Recreational Facility Level of Service Comparison<sup>1</sup>

FACILITY	CURRENT FACILITIES	LAGO VISTA CURRENT LOS (PER RESIDENTS)	AVERAGE LOS, ALL COMMUNITIES	AVERAGE LOS, COMMUNITIES UNDER 20,000 RESIDENTS	SURPLUS OR DEFICIT <sup>2</sup>
<b>Athletic Fields</b>					
Baseball Fields (youth)	3	1 per 3,873	1 per 6,863	1 per 3,114	Deficit of 1
Softball Fields (youth)	1	1 per 11,620	1 per 11,384	1 per 5,079	Deficit of 2
Softball Fields (adult)	0	0	1 per 15,345	1 per 5,800	Deficit of 3
Soccer Fields (youth)	1	1 per 11,620	1 per 7,228	1 per 3,600	Deficit of 3
<b>Sports Courts</b>					
Basketball Courts	0	0	1 per 7,404	1 per 3,729	Deficit of 4
Pickleball Courts	6	1 per 1,937	1 per 13,922	1 per 3,252	Surplus of 2
Tennis Courts	3	1 per 3,873	1 per 5,860	1 per 2,805	Deficit of 2
Volleyball Courts	1	1 per 11,620	1 per 17,475	1 per 5,093	Deficit of 2
<b>Aquatics</b>					
Swimming Pools (outdoor)	1	1 per 11,620	1 per 38,635	1 per 9,745	Deficit of 1
Splash Pads	1	1 per 11,620	1 per 54,010	1 per 12,756	—
<b>Miscellaneous Facilities</b>					
Community Gardens	1	1 per 11,620	1 per 31,395	1 per 8,178	Deficit of 1
Dog Parks	0	0	1 per 43,532	1 per 11,100	Deficit of 2
Playgrounds	2	1 per 5,810	1 per 3,759	1 per 2,014	Deficit of 4
Skate Parks <sup>3</sup>	0 SF	0 SF per 1,000	414 SF per 1,000 <sup>2</sup>	414 SF per 1,000 <sup>2</sup>	Deficit 414 SF
Trails	1.5 miles	N/A	16 miles	4.5 miles	Deficit of 3 miles
Golf Course	1	1 per 11,620	1 per 96,391	1 per 9,626	—
Disc Golf Course	0	0	1 per 76,780	1 per 11,079	Deficit of 1
Walking / Running tracks	0	0	1 per 20,071	1 per 5,459	Deficit of 3

1. Average LOS information collected from the 2023 NRPA Agency Performance Review.  
 2. Surplus and Deficits are based off of Average LOS, Communities Under 20,000 Residents, NRPA  
 3. Skatepark Adoption Model

## RECREATIONAL FACILITIES WITHIN LAGO VISTA

As described briefly on page 25, the LVPOA operates an extensive private parks system within Lago Vista, catering to about 80% of the current population. Their system boasts a wide variety of facilities and amenities, particularly excelling in providing six playgrounds throughout their parks. In addition to playgrounds, the LVPOA park system includes other amenities such as picnic areas, sports courts, pavilions, a disc golf course, boat ramps, and waterfront access points, a swimming pool, campsites, and a marina.

When analyzing the whole parks system for gaps in amenities or facilities offered, there are facilities that neither the LVPOA nor the City offer. These include but are not limited to: softball fields, splash pads, dog parks, skate parks, indoor recreation facilities, and adult sports fields. If the City were to consider adding new facilities it might be wise to begin with facilities not currently offered by the LVPOA.

In conclusion, the LVPOA park system significantly expands the range of recreational facilities available in Lago Vista, effectively complementing the City's offerings. This relationship ensures LVPOA residents have access to a larger network of amenities.



# SUMMARY OF KEY THEMES

## PARK SYSTEM ACCESS

- All parks currently lack sufficient non-motorized access. The City should develop a city-wide trails master plan, in order to comprehensively plan for sidewalks and trails to improve access to parks and other local destinations. To the right, **Map 6.3, Trail Opportunity Zones**, showcases the areas where residents identified potential future trails.
- All City-owned parks suffer from a lack of ADA-compliant paths, restrooms, and facilities. Implement universal design guidelines in future park improvements to improve accessibility, this can make parks more welcoming to people of all ages and abilities.
- Currently, the only lighting in the park system is located at sport fields and courts. Adding lighting to certain areas of parks or trails can enhance the usability of park amenities and safety for park users.
- Wayfinding could be enhanced by adding more consistent signage in and around the parks. At present, there is insufficient signage to inform visitors that they are in a city park, leading to safety and enforcement concerns. This issue is especially evident in parks with limited amenities.

## PARK SYSTEM INVESTMENTS

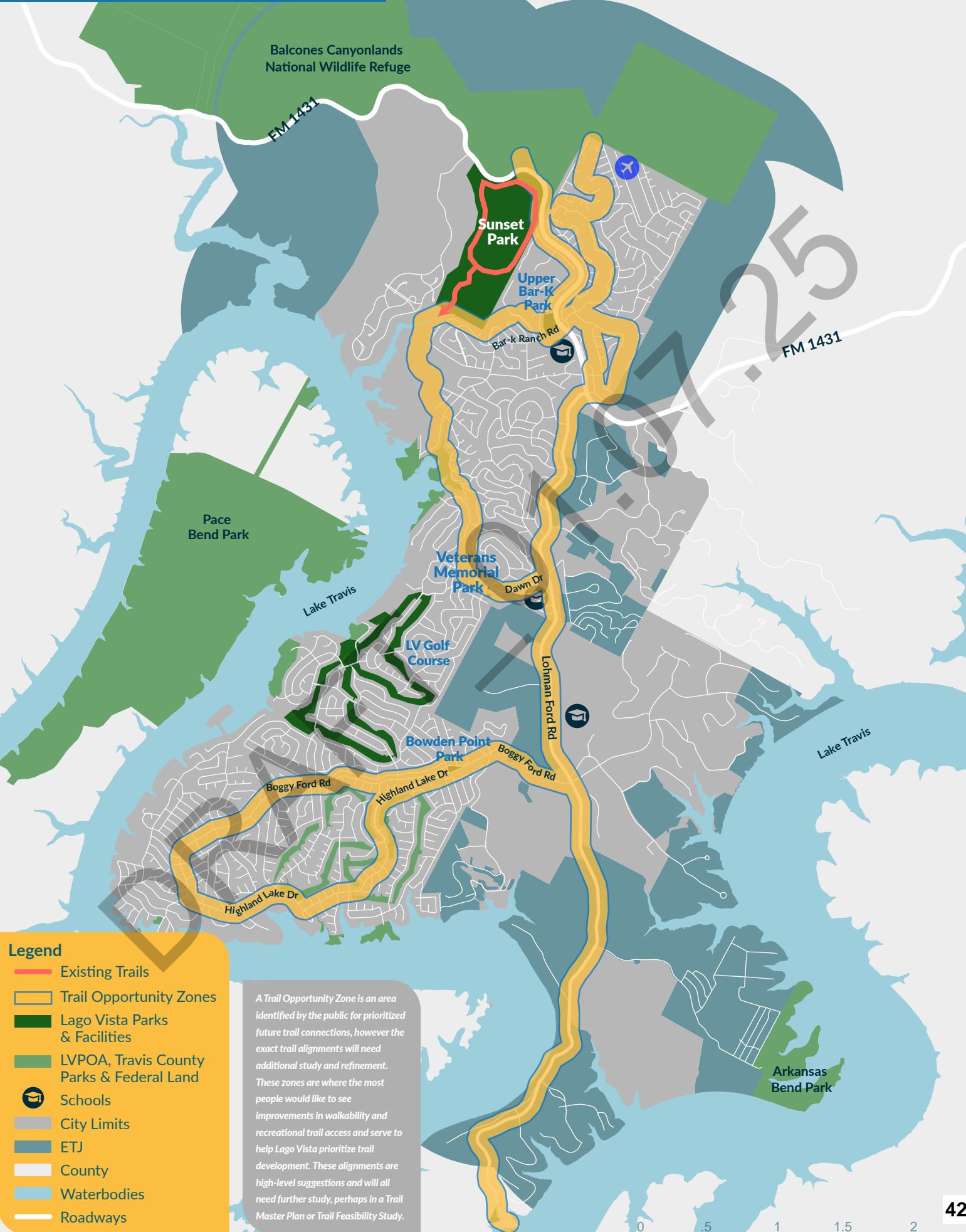
- The City should prioritize the necessary improvements to Sunset Park. While it has amenities, the park still has the opportunity to grow. This park has the potential to host more recreational activities and programming.
- Consider adding walking trails within parks that have ample space for strollers, wheelchairs, walkers, and bikes. This addition would create potential for more activation within the parks and meet the desires of the residents.
- To enhance the usability and appeal of the park system, it is recommended to install pavilions (various sizes) in all parks. Currently, the park system lacks such structures, which are essential for providing shelter and comfortable spaces for community gatherings, particularly in the hot Texas summer.

- Residents have a desire for recreational programming. To enhance the value and engagement of the park system, it is recommended to consider introducing recreational programming such as youth sports, creative classes, walking groups, etc.

## FUTURE PARK DEVELOPMENT

- The City currently owns approximately 300 acres of undeveloped parkland, to meet a projected 2034 population of 17,600, the City will need to add at least 47 acres into new parkland. Therefore, the city does not need to acquire new land for parks and can instead spend park resources on investing in already-owned park space and facilities.
- Residents expressed that they would like to see more, "Small Parks" (Parks intended to serve the everyday needs of residents in surrounding neighborhoods often including a mix of playscapes, sport courts, open play areas, or casual gathering space, etc.). Residents would also like to see more "Open Space" (Preserved natural areas often available for passive recreation (e.g. trails, nature observation, etc.)) areas. These were the two most desired park types to be added to the system in the future.
- Based on public survey feedback, incorporating water-based amenities such as lake access, a boat ramp, and kayak launches into the park system to expand the City's "Lake Life" outdoor recreation opportunities. This addition would provide all residents in Lago Vista the opportunity to access Lake Travis and enjoy water based amenities.
- Currently Lago Vista residents are well served through both the city-owned parks and LVPOA-owned parks. But as the city grows, and less people have access to LVPOA parks, the city should focus on developing more publicly accessible park space for residents.

# Map 6.3, Trail Opportunity Zones



## Legend

- Existing Trails
- Trail Opportunity Zones
- Lago Vista Parks & Facilities
- LVPOA, Travis County Parks & Federal Land
- Schools
- City Limits
- ETJ
- County
- Waterbodies
- Roadways

A Trail Opportunity Zone is an area identified by the public for prioritized future trail connections, however the exact trail alignments will need additional study and refinement. These zones are where the most people would like to see improvements in walkability and recreational trail access and serve to help Lago Vista prioritize trail development. These alignments are high-level suggestions and will all need further study, perhaps in a Trail Master Plan or Trail Feasibility Study.



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** January 16, 2025

**SUBMITTED BY:** Taylor Whichard, City Manager

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

**BACKGROUND:** In advance of the Strategic Planning meeting scheduled for February, the City Manager asked the Financial Advisor to provide City Council with an update on the state of the City's finances. This will provide the City Council an opportunity to weigh in, ask questions, and provide feedback so a more comprehensive analysis can be done, and presented during strategic planning.

**FINDINGS:** Below is a narrative explaining what each slide represents:

- Slide 1 - TAV History
  - This slide is a visual representation of the past 20 years of taxable value within the City of Lago Vista. Particularly, the past 3 years have seen substantial growth as new homes have been developed within the City, which has also put a strain on existing infrastructure. This growth in taxable value has also allowed the City to reduce the tax rate required to fund operations and pay off outstanding debt.
- Slide 2 - Tax Rate History
  - This slide is a visual representation of the past 20 years of tax rates within the City of Lago Vista. When compared to the previous slide, the decrease in tax rate over the last three years corresponds to the explosion in taxable value within the City. Residents within the City have seen their tax rate reduced as a result of increased values, as the necessary income to run the City is generated from a greater number of taxpayers.
- Slide 3 - Outstanding Debt Profile (we swapped slides three and four)
  - This slide is a visual representation of the outstanding

debt service of the City, both by principal and interest payment and by bond series.

- Slide 4 - Outstanding Debt Profile
  - This slide is a snapshot of the currently outstanding bond series held by the City. Highlighted by the blue box are the two bond series which are currently eligible for a tax-exempt refunding and are discussed in the following slides.
- Slide 5 - Current Refunding Update
  - This slide provides a market update to frame the discussion about the current viability of a refunding of the Series 2014 and Series 2015 bonds. Similar to a refinancing of a home mortgage, the higher the current market rates, the less efficient a refunding will be from a savings standpoint.
- Slide 6 - Current Refunding Update
  - This slide provides an update on the current refunding based on the latest market rates. Savings are shown on a dollar and percentage basis and allows for a discussion with the Council on the viability of the refunding.
- Slide 7 - Current Bond Capacity Discussion
  - This slide is a snapshot of the tax rate model for the City based on their current TAV and tax rate. Highlighted in the snapshot are the years (2026-2035) with elevated debt service which constrain the City from taking on new debt without an increase in the I&S tax rate and/or revenue support from the Utility System.
- Slide 8 - Current Bond Capacity Discussion
  - This slide is a visual representation of the outstanding debt service of the City, with the green line representing the I&S revenues generated by the City's current taxable value of \$2.492 billion and I&S tax rate of \$0.1834. The revenue constraint in years 2026-2035 is further illustrated in this slide.
- Slide 9 - Bond Repayment Term Comparison
  - This slide provides an apples-to-apples comparison of a hypothetical bond funding a project of \$30 million. This allows for a comparison of the tradeoffs of various bond terms, including the difference in interest cost, TIC and tax rate impacts. As shown, the shortest term results in the lowest total cost, but the higher annual payments result in a larger immediate hit to City taxpayers. This tax rate increase could be offset with transfers from the Utility Fund.
- Slide 10 - Example Tax Rate Impact to Homeowners
  - This slide illustrates a hypothetical tax rate increases

stemming from the issuance of one or more bonds. Each scenario shows what the City tax bill would currently be on properties of various values, what the tax bill would be with the assumed tax increase, and the dollar increase between the two scenarios. The \$0.04 scenario represents a hypothetical bond funding a \$30 million project and assumes self-supporting payments from the City's Utility Fund. The \$0.08 scenario represents a hypothetical bond funding a \$30 million project, but assumes that the bond payments are made solely by I&S tax revenues.

**FINANCIAL IMPACT:** N/A

**RECOMMENDATION:** N/A

**ATTACHMENTS:**

[2025-01-08 \\_ Financial Advisor \\_ Presentation.pdf](#)



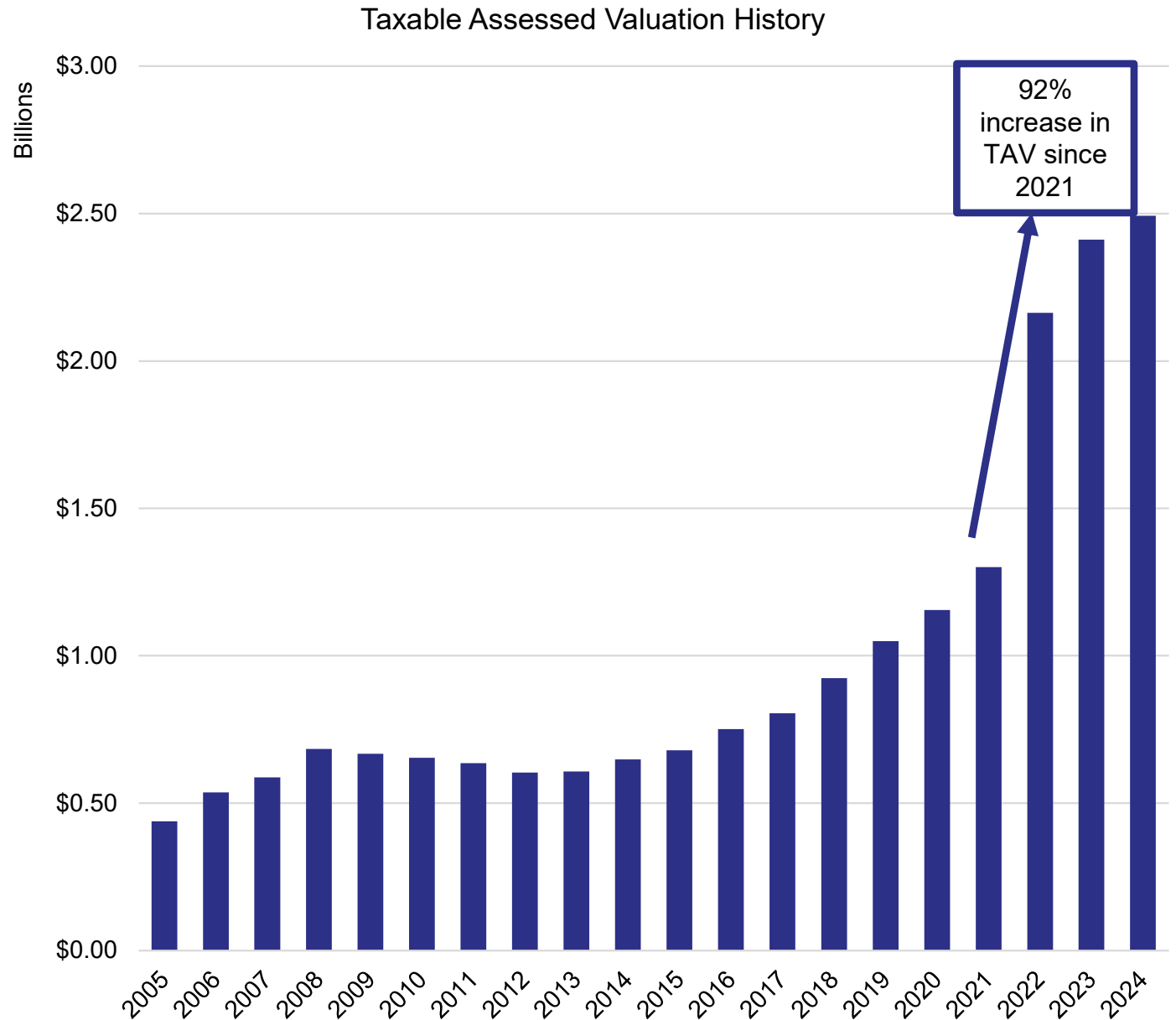
# City of Lago Vista, Texas

Financial Outlook and Bond Capacity Discussion

*January 16, 2025*

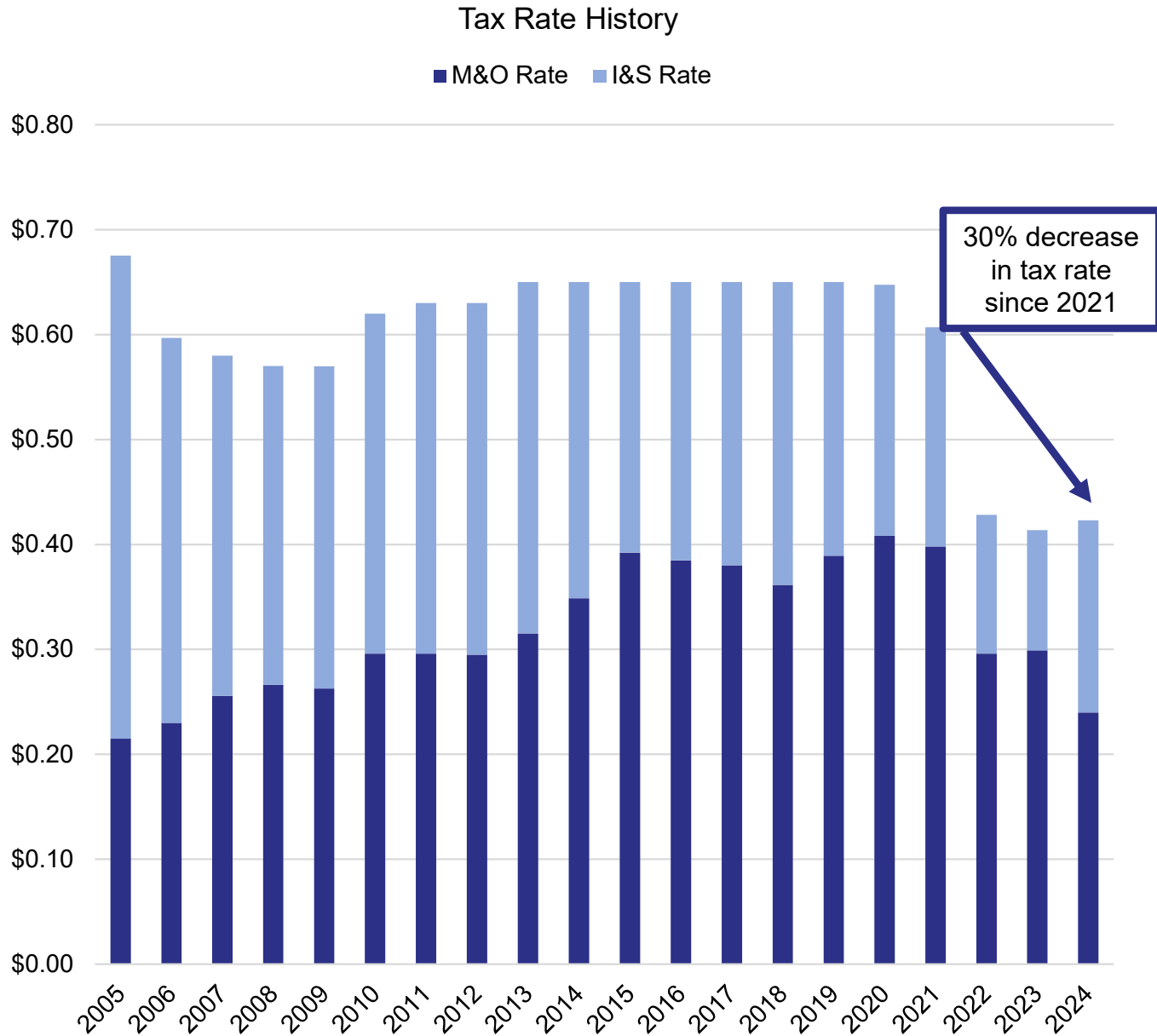
# Taxable Assessed Valuation History

Tax Year	Taxable Assessed Valuation
2005	\$437,756,775
2006	536,002,819
2007	586,877,910
2008	683,390,401
2009	667,659,614
2010	653,529,434
2011	635,623,841
2012	603,335,456
2013	607,667,363
2014	648,269,778
2015	679,519,503
2016	751,057,029
2017	804,945,231
2018	923,804,820
2019	1,049,147,615
2020	1,154,615,625
2021	1,300,919,451
2022	2,163,610,289
2023	2,412,156,219
2024	2,492,299,214



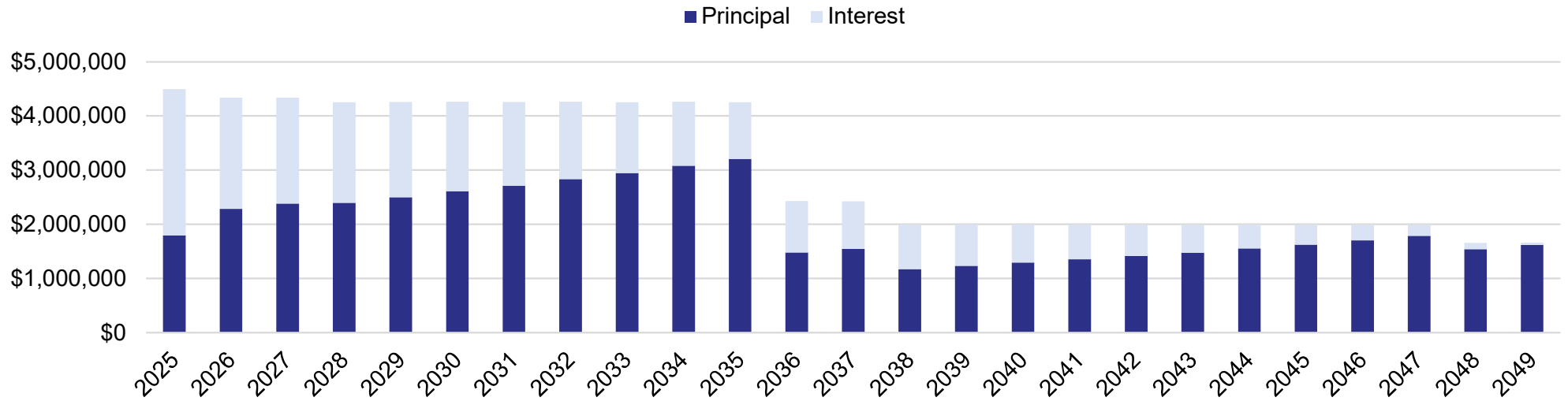
# Tax Rate History

Tax Year	M&O Rate	I&S Rate	Total Tax Rate
2005	\$0.2149	\$0.4605	\$0.6754
2006	0.2299	0.3670	0.5969
2007	0.2556	0.3244	0.5800
2008	0.2662	0.3040	0.5702
2009	0.2626	0.3074	0.5700
2010	0.2958	0.3242	0.6200
2011	0.2959	0.3341	0.6300
2012	0.2948	0.3352	0.6300
2013	0.3151	0.3349	0.6500
2014	0.3490	0.3010	0.6500
2015	0.3923	0.2577	0.6500
2016	0.3850	0.2650	0.6500
2017	0.3803	0.2697	0.6500
2018	0.3615	0.2885	0.6500
2019	0.3893	0.2607	0.6500
2020	0.4083	0.2392	0.6475
2021	0.3981	0.2089	0.6070
2022	0.2959	0.1324	0.4283
2023	0.2989	0.1150	0.4139
2024	0.2397	0.1834	0.4231

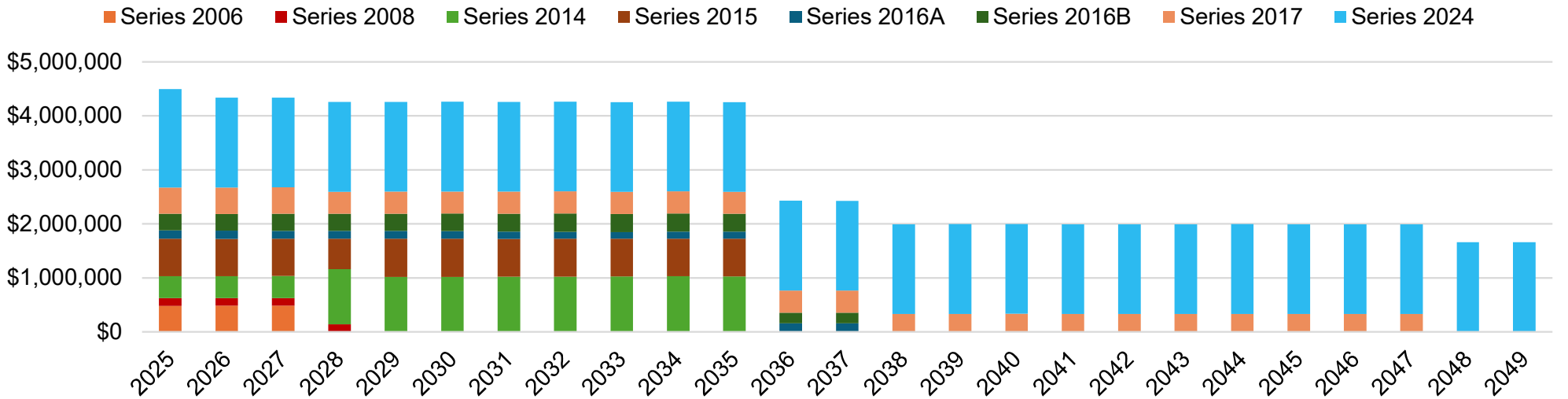


# Outstanding Debt Profile

### Debt Service by Principal & Interest



### Debt Service by Outstanding Series

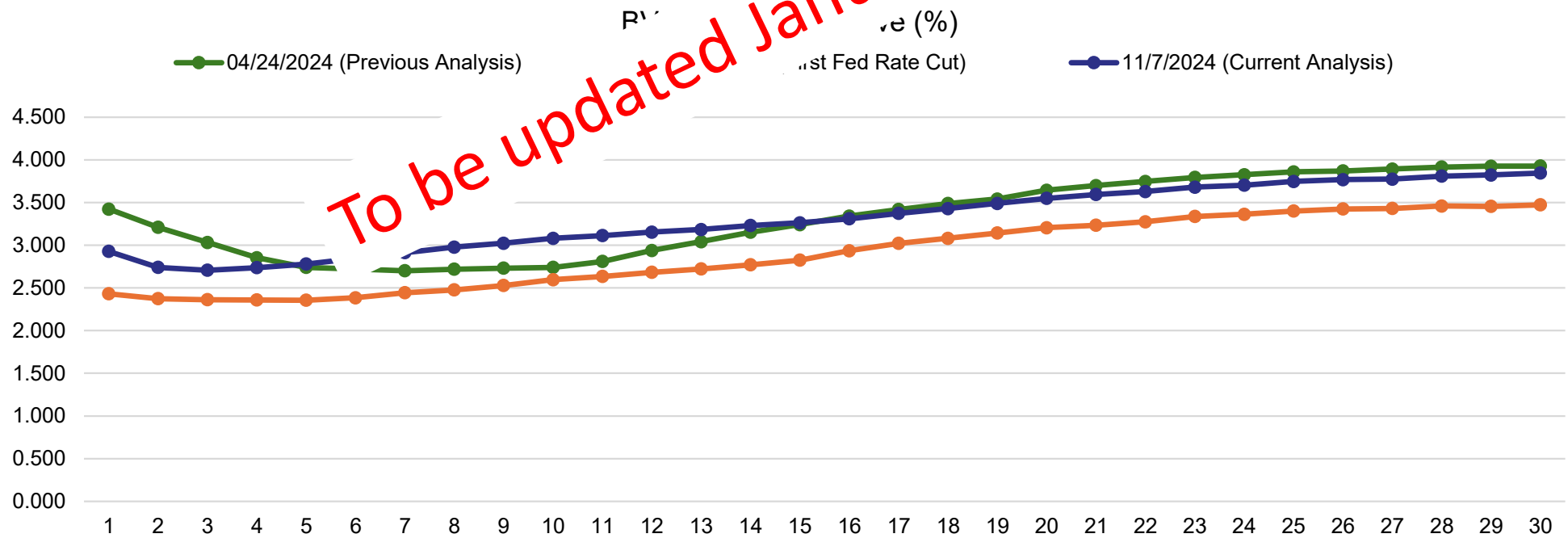


# Outstanding Debt Profile

Series	Original Issue Amount	Amount Outstanding	Coupon Range	Call Date	Final Maturity
Combination Tax & Ltd. Pledge Revenue C/Os, Series 2006	\$6,515,000	\$1,365,000	4.13%	Anytime with prepayment fee	2/15/2027
Combination Tax & Ltd. Pledge Revenue C/Os, Series 2008	\$2,000,000	\$526,000	3.87%	Anytime with prepayment fee	2/15/2028
Combination Tax & Ltd. Pledge Revenue C/Os, Series 2014	\$7,655,000	\$7,315,000	4.00 – 4.50%	<b>2/15/2024</b>	2/15/2035
General Obligation Refunding Bonds, Series 2015	\$6,955,000	\$6,095,000	4.00%	<b>2/15/2025</b>	2/15/2035
General Obligation Refunding Bonds, Series 2016A	\$1,810,000	\$1,440,000	3.00 – 4.00%	2/15/2026	2/15/2037
General Obligation Refunding Bonds, Taxable Series 2016B	\$3,875,000	\$3,195,000	2.890 – 3.739%	2/15/2026	2/15/2037
Combination Tax & Ltd. Pledge Revenue C/Os, Series 2017	\$7,725,000	\$6,165,000	3.25 – 4.00%	2/15/2027	2/15/2047
Combination Tax & Ltd. Pledge Revenue C/Os, Series 2024	\$23,465,000	\$23,465,000	4.00 – 5.00%	2/15/2034	2/15/2049
<b>Total</b>	<b>\$60,000,000</b>	<b>\$49,566,000</b>			

# Current Refunding Update

- The City has two series of bonds which will be available for a current (tax-exempt) refunding this November
- TFC has previously monitored the refunding on the Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2014, which became callable on 2/15/2024
- The General Obligation Refunding Bonds, Series 2015 will be currently callable on 2/15/2025, and can now be included in our refunding analysis
- As shown below, despite the Federal Reserve's action to reduce the federal funds rate in September, rates have continued to remain volatile and have even increased
- This rate increase has reduced the potential savings the City could realize from these two outstanding series



# Current Refunding Update

- Based on current market rates, a refunding of the two callable bond series produces net present value savings of approximately \$225,000, or 1.786%
- This is below the typical target of 3.00% net present value savings
- TFC will continue to monitor the viability of these refundings as rates continue to move into the next year

Statistic	Results
Refunded Par	\$12,840,000
Refunding Par	\$12,015,000
Gross Savings	\$269,644
Net Present Value Savings (\$)	\$224,568
Net Present Value Savings (%)	1.786%
Refunded Series	Series 2014 and Series 2015

To be updated January 10th

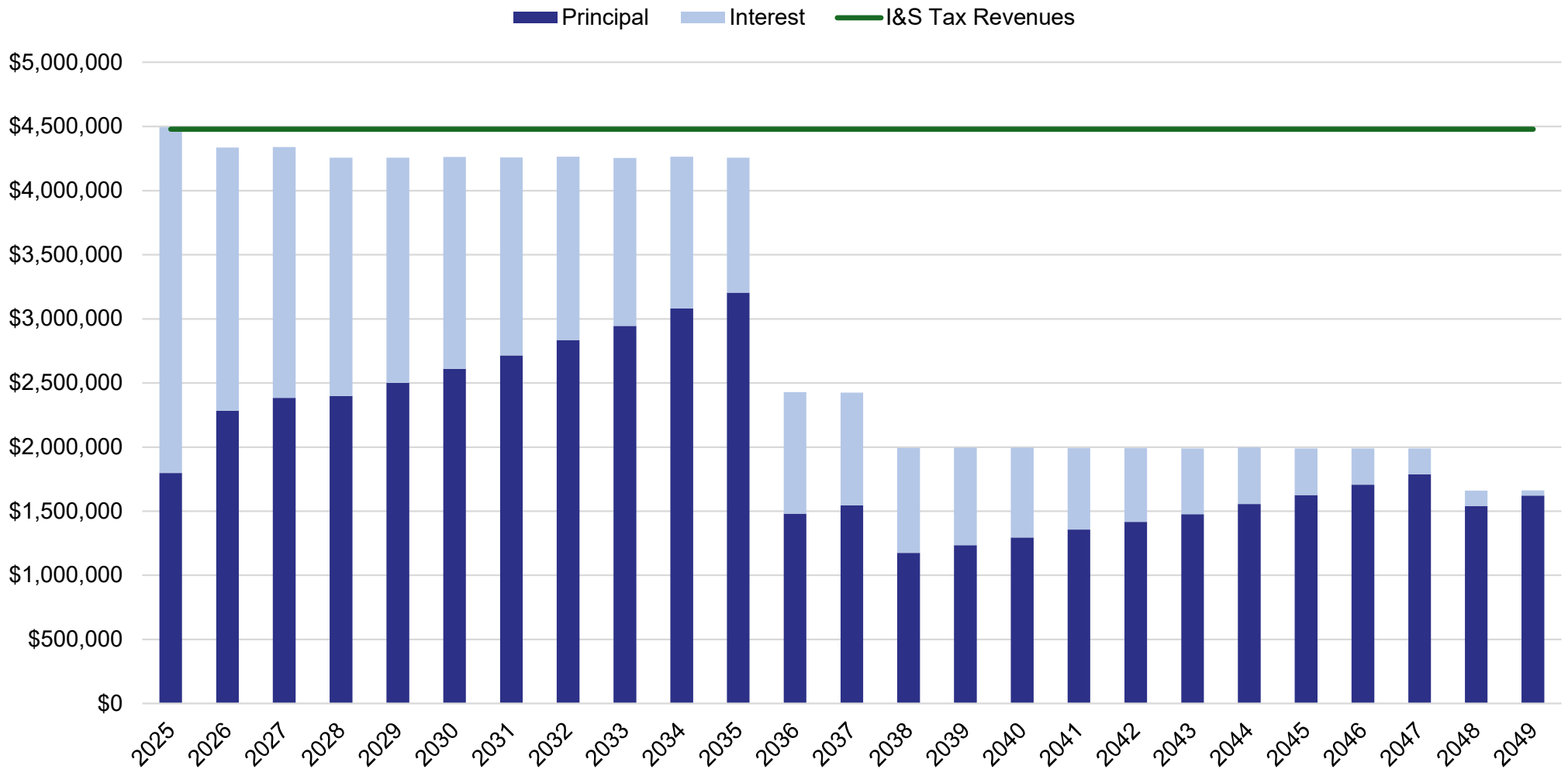
# Current Bond Capacity Discussion

	A	B	C	D	E	F	G	H	I	J	K	L
1	CITY OF LAGO VISTA											No Future TAV Growth
2	Tax Rate Impact											
3	Preliminary											
4												
5		Collections Rate: <sup>(1)</sup>	98.00%									
6									=SUM(G;H)		=I	
7												
8												
9												
10	FYE	Taxable Assessed	NAV		Certificates of	Total New Debt	Less: Existing Self-	Total Net Debt	Required Tax	Marginal I&S	FYE	
	9/30	Valuation <sup>(1)</sup>	Growth <sup>(2)</sup>	Existing Debt	Obligation, Series	Service	Supporting	Service	Rate	Tax Rate	9/30	Yr
					2025 <sup>(3)</sup>	Requirements	Payments <sup>(4)</sup>	Requirements		Increase		
11	2024	\$ 2,412,299,214		\$ 2,676,372	\$ -	\$ 2,676,372	\$ -	\$ 2,676,372	\$ 0.1150		2024	1
12	2025	2,492,299,214	3.32%	4,493,771	-	4,493,771	-	4,493,771	0.1834	0.0684	2025	2
13	2026	2,492,299,214	0.00%	4,335,281	-	4,335,281	-	4,335,281	0.1775	(0.0059)	2026	3
14	2027	2,492,299,214	0.00%	4,338,805	-	4,338,805	-	4,338,805	0.1776	0.0001	2027	4
15	2028	2,492,299,214	0.00%	4,255,558	-	4,255,558	-	4,255,558	0.1742	(0.0034)	2028	5
16	2029	2,492,299,214	0.00%	4,256,945	-	4,256,945	-	4,256,945	0.1743	0.0001	2029	6
17	2030	2,492,299,214	0.00%	4,262,648	-	4,262,648	-	4,262,648	0.1745	0.0002	2030	7
18	2031	2,492,299,214	0.00%	4,258,646	-	4,258,646	-	4,258,646	0.1744	(0.0002)	2031	8
19	2032	2,492,299,214	0.00%	4,264,130	-	4,264,130	-	4,264,130	0.1746	0.0002	2032	9
20	2033	2,492,299,214	0.00%	4,254,043	-	4,254,043	-	4,254,043	0.1742	(0.0004)	2033	10
21	2034	2,492,299,214	0.00%	4,263,764	-	4,263,764	-	4,263,764	0.1746	0.0004	2034	11
22	2035	2,492,299,214	0.00%	4,255,447	-	4,255,447	-	4,255,447	0.1742	(0.0003)	2035	12
23	2036	2,492,299,214	0.00%	2,428,287	-	2,428,287	-	2,428,287	0.0994	(0.0748)	2036	13
24	2037	2,492,299,214	0.00%	2,425,971	-	2,425,971	-	2,425,971	0.0993	(0.0001)	2037	14
25	2038	2,492,299,214	0.00%	1,993,625	-	1,993,625	-	1,993,625	0.0816	(0.0177)	2038	15
26	2039	2,492,299,214	0.00%	1,996,313	-	1,996,313	-	1,996,313	0.0817	0.0001	2039	16
27	2040	2,492,299,214	0.00%	1,996,125	-	1,996,125	-	1,996,125	0.0817	(0.0000)	2040	17
28	2041	2,492,299,214	0.00%	1,993,031	-	1,993,031	-	1,993,031	0.0816	(0.0001)	2041	18
29	2042	2,492,299,214	0.00%	1,992,781	-	1,992,781	-	1,992,781	0.0816	(0.0000)	2042	19
30	2043	2,492,299,214	0.00%	1,989,656	-	1,989,656	-	1,989,656	0.0815	(0.0001)	2043	20
31	2044	2,492,299,214	0.00%	1,997,075	-	1,997,075	-	1,997,075	0.0818	0.0003	2044	21
32	2045	2,492,299,214	0.00%	1,990,525	-	1,990,525	-	1,990,525	0.0815	(0.0003)	2045	22
33	2046	2,492,299,214	0.00%	1,990,325	-	1,990,325	-	1,990,325	0.0815	(0.0000)	2046	23
34	2047	2,492,299,214	0.00%	1,991,125	-	1,991,125	-	1,991,125	0.0815	0.0000	2047	24
35	2048	2,492,299,214	0.00%	1,659,500	-	1,659,500	-	1,659,500	0.0679	(0.0136)	2048	25
36	2049	2,492,299,214	0.00%	1,660,500	-	1,660,500	-	1,660,500	0.0680	0.0000	2049	26
37	2050	2,492,299,214	0.00%	-	-	-	-	-	-	(0.0680)	2050	27
38	Total			\$ 78,020,248	\$ -	\$ 78,020,248	\$ -	\$ 78,020,248			Total	
39												
40												
41												
42	<sup>(1)</sup> Taxable Assessed Valuation sourced from Travis County Appraisal District.											
43	<sup>(2)</sup> Growth assumptions for illustration purposes only.											
44	<sup>(3)</sup> Preliminary, subject to change.											
45	<sup>(4)</sup> Utility system revenues may be used to supplement I&S tax revenues in future years.											

The City's bond capacity is restricted in years 2026-2035 without an increase to the I&S tax rate and/or additional revenue transfers from the Utility Fund

# Current Bond Capacity Discussion

## Existing Debt Service and I&S Tax Revenues



*I&S tax revenue trend line is based on the City's current taxable value of \$ 2,492,299,214 and the current I&S tax rate of \$0.1834.*

# Bond Repayment Term Comparison

\$30,000,000 Project Fund			
	20-Year Repayment Term <sup>(1)</sup>	25-Year Repayment Term <sup>(1)</sup>	30-Year Repayment Term <sup>(1)</sup>
Par Amount	\$27,945,000	\$28,175,000	\$28,375,000
Total Interest	\$16,018,375	\$20,912,097	\$26,106,736
Total Payoff	\$43,963,375	\$49,087,097	\$54,481,736
Average Annual Payment	\$2,267,452	\$2,012,683	\$1,816,000
True Interest Cost (TIC)	4.0491%	4.2854%	4.4378%
Required Tax Rate Increase <sup>(2)(3)</sup>	\$0.0841	\$0.0745	\$0.0685

<sup>(1)</sup> Assumes current market rates as of January 6, 2024, and level debt service. Preliminary, subject to change.

<sup>(2)</sup> Assumes no growth to the Tax Year 2024 taxable assessed value of \$2,492,299,214.

<sup>(3)</sup> Assumes no revenue contributions from the Utility System to offset the stated tax rate increase.

# Example Tax Rate Impact to Homeowners

## \$0.04 I&S Tax Rate Increase

Total Tax Rate	Property Taxable Value			
	\$300,000	\$500,000	\$750,000	\$1,000,000
2024-2025	City Tax Bill			
\$0.4231	\$1,269	\$2,116	\$3,173	\$4,231
2025-2026	City Tax Bill			
\$0.4731	\$1,389	\$2,316	\$3,473	\$4,631
<b>Tax Bill Increase</b>	<b>\$120</b>	<b>\$200</b>	<b>\$300</b>	<b>\$400</b>

## \$0.08 I&S Tax Rate Increase

Total Tax Rate	Property Taxable Value			
	\$300,000	\$500,000	\$750,000	\$1,000,000
2024-2025	City Tax Bill			
\$0.4231	\$1,269	\$2,116	\$3,173	\$4,231
2025-2026	City Tax Bill			
\$0.5231	\$1,509	\$2,516	\$3,773	\$5,031
<b>Tax Bill Increase</b>	<b>\$240</b>	<b>\$400</b>	<b>\$600</b>	<b>\$800</b>

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E: [otijerina@tfcma.com](mailto:otijerina@tfcma.com)

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# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** January 16, 2025

**SUBMITTED BY:** Councilor Saum, City Council

**SUBJECT:** Discussion, consideration, and possible action regarding the budget process, policies, publications and format.

**BACKGROUND:** This agenda item is intended to facilitate a discussion on potential updates to the City of Lago Vista’s budget process and format. The goal is to explore ways to enhance transparency, improve public understanding, and streamline departmental budget submissions.

**FINDINGS:** As I have publicly stated, I would like to see our budget process align more closely with the State's budgeting model. Specifically, I propose initiating the budget cycle in late January or February, where each department submits a proposed budget reflecting a 5% reduction from the prior year. Any requests beyond this reduction would be classified as exceptional items, requiring supporting documentation such as quotes or backup materials to justify the amounts. We should also begin the budget process sooner than we did in 2024, which arguably led to a rushed process and we heard from the City Manager that staff had already done too much work for us to go back and ask for more detailed explanations. The 2024 process was lacking Council direction at the beginning when staff were putting together their requests. In 2025, I propose that Council begins the process and gives direction on what kind of budget they want to see and what projects should be prioritized for each department.

This approach would:

- Enhance transparency for both the Council and the public.
- Demonstrate the City’s commitment to cost containment, ensuring that any increases are thoroughly justified.

- Allow citizens to understand the rationale behind budgetary decisions and ensure that only critical needs are prioritized.

Additionally, I recommend updating the format of our budget documents on the City's website. By offering improved breakdowns and providing data in Excel format, we can empower residents to interact with and analyze the budget more effectively.

We can update everything once we receive the county's Truth in Taxation numbers later in the year.

**FINANCIAL IMPACT:** N/A

**ATTACHMENTS:**

[2025-01-16 \\_ Example Budget Worksheets \\_ Other Municipality.pdf](#)

**Exceptional Item Request Form - FY 2023-2024**

**Request # AF-1A**

**Date:** 7/5/2023

**Requestor:** Staff

Allocating Additional Funds To:	
Fund Name & No.	All Funds
Department Name & No.	Various
Line Item No. & Description or NEW Line Item Description	Salaries, Social Security/Medicare, TMRS

**Item Description:**

1% COLA (for non-contract employees)

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**Description of Benefit from Purchase (Improved Service, Lower Cost, etc.)**

Fund 100 - \$13,493

Fund 200 - \$2,787

Fund 800 - \$2,787

Total: \$19,066

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**Number of Items or Units:** \_\_\_\_\_

**Cost Per Item or Unit:** \$ 19,066

**Additional Cost Per Item (Including ongoing maintenance):** \_\_\_\_\_

**Total Cost:** \$ 19,066

<u>When Balance Offset Is Needed</u>	
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
<b>Total Amount Saved:</b> \$ <u>-</u>	

Please attach any quotes or backup to support this Exceptional Item Request.

**Exceptional Item Request Form - FY 2023-2024**

**Request # AF-1B**

**Date:** 7/5/2023

**Requestor:** Staff

Allocating Additional Funds To:	
Fund Name & No.	All Funds
Department Name & No.	Various
Line Item No. & Description or NEW Line Item Description	Salaries, Social Security/Medicare, TMRS

**Item Description:**

2% COLA (for non-contract employees)

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**Description of Benefit from Purchase (Improved Service, Lower Cost, etc.)**

Fund 100 - \$28,058

Fund 200 - \$4,824

Fund 800 - \$4,824

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**Number of Items or Units:** \_\_\_\_\_

**Cost Per Item or Unit:** \$ 37,707

**Additional Cost Per Item (Including ongoing maintenance):** \_\_\_\_\_

**Total Cost:** \$ 37,707

<u>When Balance Offset Is Needed</u>	
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
<b>Total Amount Saved:</b> \$ <u>-</u>	

Please attach any quotes or backup to support this Exceptional Item Request.

**Exceptional Item Request Form - FY 2023-2024**

**Request # AF-1C**

**Date:** 7/5/2023

**Requestor:** Staff

Allocating Additional Funds To:	
Fund Name & No.	All Funds
Department Name & No.	Various
Line Item No. & Description or NEW Line Item Description	Salaries, Social Security/Medicare, TMRS

**Item Description:**

3% COLA (for non-contract employees)

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**Description of Benefit from Purchase (Improved Service, Lower Cost, etc.)**

Fund 100 - \$41,359

Fund 200 - \$6,873

Fund 800 - \$6,873

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**Number of Items or Units:** \_\_\_\_\_

**Cost Per Item or Unit:** \$ 55,105

**Additional Cost Per Item (Including ongoing maintenance):** \_\_\_\_\_

**Total Cost:** \$ 55,105

<u>When Balance Offset Is Needed</u>	
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
<b>Total Amount Saved:</b> \$ <u>-</u>	

Please attach any quotes or backup to support this Exceptional Item Request.

**Exceptional Item Request Form - FY 2023-2024**

**Request # AF-2**

**Date:** 7/05/2023

**Requestor:** Izzy Parra

Allocating Additional Funds To:	
Fund Name & No.	General Fund (Street Maintenance Fund)
Department Name & No.	Dept. 30 (Streets) & Dept. 55 (Parks)
Line Item No. & Description or NEW Line Item Description	5171 - Equipment Purchase

**Item Description:**

New 2023 Vermeer BC1000XL 74 HP Wood Chipper

Streets - 50% - \$27,500

Parks - 50% - \$27,500

**Description of Benefit from Purchase (Improved Service, Lower Cost, etc.)**

This request is to fund a wood chipper for the city's use to process organic waste such as branches, tree trimmings, and yard debris, effectively reducing their volume and facilitating their composition. The use of the equipment will also help reduce the cost of paying for disposal of such organic waste, which can be in the area of \$150.00 to \$250.00 per load.

<b>Number of Items or Units:</b>	1
<b>Cost Per Item or Unit:</b>	\$ 55,000
<b>Additional Cost Per Item (Including ongoing maintenance):</b>	\$ 450
<b>Total Cost:</b>	<b>\$ 55,450</b>

<u>When Balance Offset Is Needed</u>	
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Total Amount Saved: \$ _____	

Please attach any quotes or backup to support this Exceptional Item Request.



**Vermeer Texas-Louisiana**  
 1945 Louis Henna Blvd  
 Round Rock, TX 78664  
 Ph: (512) 244-0505  
 vermeertexas.com

**Please remit to:**  
 Vermeer Texas-Louisiana  
 Dept # 41351 • PO Box 650823  
 Dallas, TX 75265-0823

**Ship To:** IN STORE PICKUP

Branch 04 - ROUND ROCK		
Date 06/12/2023	Time 11:54:10 (O)	Page 1
Account No ROLLI006	Phone No 5123271838	Est No 02 Q02298
Ship Via	Purchase Order	
Tax ID No		
TERRY HALL	Salesperson 947	

**Invoice To:** CITY OF ROLLINGWOOD  
 403 NIXON DRIVE  
 ROLLINGWOOD TX 78746

**EQUIPMENT QUOTE - NOT AN INVOICE**

Description EXPIRY DATE: 07/12/2023 Amount

Stock #: 1062410 Serial #: 1VRD11AC6P1053576 53135.40

New 2023 VE BC1000XL

New 2023 VERMEER BC1000XL 74HP DOM. VALUE PACK

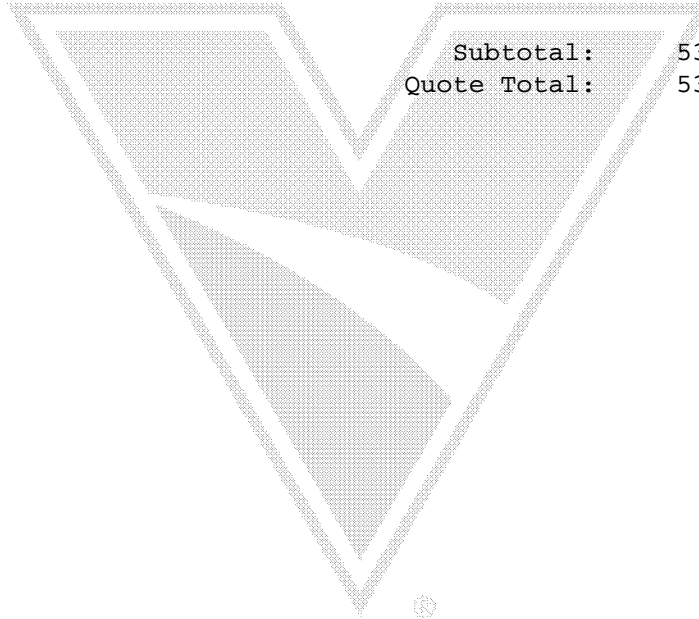
\*\*\*\*INCLUDING THE FOLLOWING OPTIONS\*\*\*\*

BC1000XL44VP BC1000XL 74HP DOM. VALUE PACK.- TIER 4 FINAL  
 DEUTZ

BUYBOARD DISCOUNT APPLIED

CONTRACT #684-22

Subtotal: 53135.40  
 Quote Total: 53135.40



Good for thirty (30) days from date of quote.

**Thank You For Your Business!**  
 64

# BC1000XL BRUSH CHIPPER



**OPERATOR SAFETY.** Combined with the patented bottom feed stop bar is the four-position upper feed control bar with dual stop positions and forward/reverse feed positions. Mounted over the feed table, it enables the operator to stop the feed rollers and select forward or reverse operations. Dual reset/hold-to-run buttons allow the operator to readily reset the bottom feed stop bar.



**LARGE FEED OPENING.** A large rectangular 12" x 17" (30.5 cm x 43.2 cm) feed opening helps boost productivity by reducing the need to trim material before feeding it into the chipper.

## ECOIDLE™

### ECOIDLE™ ENGINE CONTROL SYSTEM.

The EcoIdle engine control system can help aid in noise reduction, as well as help consumer less fuel if the feeding process has frequent interruptions.



**EXTENDED WARRANTY.** The 3-year/3000-hour extended limited warranty on drum housing, cutter drum, shaft and hubs offers peace of mind, in addition to the 1-year/1000-hour Vermeer equipment limited warranty.



**SMARTFEED.** The patented SmartFeed system helps increase operator productivity while reducing strain on vital engine parts. The feedsensing control system monitors engine rpm and automatically stops and reverses the feed roller when feeding larger, hardwood material.



**CLUTCHLESS PTO.** The throttle integrated with the belt drive engagement process helps ensure that the PTO can only be engaged while the engine is at low idle/low rpm. Automatically, the engine throttles up to full rpm after the belt drive is fully engaged. This system helps to reduce premature wear to the belt drive system by preventing high idle engagement of the cutter drum.

# BC1000XL BRUSH CHIPPER

## GENERAL

Length: 150" (381 cm)

Width: 66.5" (168.9 cm)

Height: 101" (256.5 cm)

Weight: 4995 lb (2265.7 kg)

## ENGINE OPTION ONE

Make and model: Deutz D2.9L Tier 4 Final

Horsepower: 49 hp (36.5 kW)

Max torque: 108 ft-lb (146.2 Nm)

Fuel type: Diesel

Number of cylinders: 4

Cooling medium: Liquid

## ENGINE OPTION TWO

Make and model: Deutz TD2.9L Tier 4 Final

Horsepower: 74 hp (55 kW)

Max torque: 181 ft-lb (245.4 Nm)

Fuel type: Diesel

Number of cylinders: 4

Cooling medium: Liquid

## FEED SYSTEM

Chipping capacity (max): 12" (30.5 cm)

Infeed opening height: 12" (30.5 cm)

Infeed opening width: 17.5" (44.5 cm)

Feed roller orientation: Single horizontal

Feed table height: 26" (66 cm)

Feed speed (max): 122 fpm (37.2 m/min)

Feed roller dimensions: 20" x 17" (50.8 cm x 43.2 cm)

## CUTTING SYSTEM

Drum dimensions: 22" diameter x 20" wide (55.9 cm x 50.8 cm)

Drum speed: 2126 rpm

Knives: Two A8 chipper steel reversible

Shear bar: Four usable edges

Engagement system: Clutchless belt drive PTO

## CAPACITIES/ELECTRICAL

Fuel tank: 25 gal (94.6 L)

Hydraulic tank: 7 gal (26.5 L)

Hydraulic flow (max): 2.85 gpm (10.8 L/min)

Electrical: 12 Volt

Lights: LED stop, turn, tail, license

## CHASIS/BRAKES

Frame: .25" x 7" (63.5 cm x 17.8 cm) Z channel

Tires: ST235/80/R16 load range E

Axle/Suspension: 5200 lb (2359 kg)/Torsion

Optional axle/suspension: 7000 lb (3175.1 kg)/Torsion

Electric brakes with breakaway switch

## OPTIONS

Extended warranty

Special paint

Planned maintenance

Vermeer Confidence Plus® Asset Protection Program

Hydraulic surge brakes

Tree Comander™ remote control

**NOTES:**

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**Exceptional Item Request Form - FY 2023-2024**

**Request # AF-3**

**Date:** 7/5/2023

**Requestor:** Staff

Allocating Additional Funds To:	
Fund Name & No.	Water (200) & Wastewater (800)
Department Name & No.	60 - Non-Departmental
Line Item No. & Description or NEW Line Item Description	5326 - Qtrly GIS Map Updates

**Item Description:**

This item is based on a quote from WSB Engineers to complete research on all plats filed with the county within the corporate limits of Rollingwood and to include the information on the city's GIS Map.

Water - 50% - \$6,000  
Wastewater - 50% - \$6,000

**Description of Benefit from Purchase (Improved Service, Lower Cost, etc.)**

This will provide insight into where easements and rights-of-way exist, and improve the quality of the information stored in the City's GIS map. After all existing plats in the city are included in the GIS Map, the need for future research will decrease significantly.

<b>Number of Items or Units:</b>	1
<b>Cost Per Item or Unit:</b>	\$ 12,000.00
<b>Additional Cost Per Item (Including ongoing maintenance):</b>	\$ 1,000.00 (starting next FY)
<b>Total Cost:</b>	<b>\$ 13,000.00</b>

<u>When Balance Offset Is Needed</u>	
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Total Amount Saved: \$ _____ -	

Please attach any quotes or backup to support this Exceptional Item Request.

## Ashley Wayman

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**From:** Jay Kennedy <JKennedy@wsbeng.com>  
**Sent:** Monday, June 19, 2023 8:45 PM  
**To:** Ashley Wayman; Nikki Stautzenberger  
**Cc:** Desiree Adair  
**Subject:** RE: Rollingwood Plats

Hi Ashley,

I hit send too quickly! I already had some info on this.

For budgeting purposes, I would expect it to take \$10 - \$12k to get them all electronically and get them attached to the GIS system. If we need official plats, it is a bit tougher because we have to pay per page for those and we are unsure how many pages there would be. They charge \$1 per page.

If you use \$12k as a budget number, we would perform the work hourly and so we tried to be a bit conservative.

If you'd like more detail, we can provide that as well!

Thanks Ashley!

**Jay Kennedy**, PE  
Vice President  
512.518.1819 (o) | 612.360.1292 (m)  
WSB | wsbeng.com



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Rollingwood City Council  
Budget Action Request  
Department Worksheet

Date: July 2023

Fund Name and Number: General Fund - 100

Dept Name and Number: Admin - 10

WORKING DRAFT

Line Item	Description From Budget	2020-2021 Budget	2021-2022 Budget	2022-2023 Budget	Proposed 2023-2024 Budget	Percent Increase (Decrease)	Comments
5000	Salary	\$ 101,233	\$ 105,283	\$ 107,936	\$ 108,000	0%	
5002	Holiday Compensation	\$ 5,000	\$ 5,000	\$ 5,000	\$ 7,000	40%	
5006	Overtime/Planned Overtime				\$ -		New Line Item this Year. Breaking out Salaries; Currently no hourly employees so no overtime.
5007	Stipends/Certifications				\$ 4,270		New line item this year. Breaking out salaries.
5009	Retirement Payout Reserve	\$ 10,000	\$ 10,000	\$ 15,000	\$ 15,000	0%	Based on future retirement eligibility
5010	Training	\$ 8,000	\$ 8,000	\$ 10,000	\$ 10,000	0%	
5020	Health Insurance	\$ 8,193	\$ 5,829	\$ 11,900	\$ 9,200	-23%	Actual
5030	Workers Comp. Insurance	\$ 1,500	\$ 1,500	\$ 3,000	\$ 3,000	0%	Actual
5035	Social Security/Medic. Tax	\$ 7,305	\$ 9,202	\$ 8,257	\$ 9,124	11%	7.65% of salary related line items
5040	Unemployment Comp. Ins.	\$ 132	\$ 294	\$ 100	\$ 110	10%	Actual
5050	TMRS Exp.	\$ 11,628	\$ 14,434	\$ 12,952	\$ 15,505	20%	13% of salary related line items
5116	Storm-Related Payroll	\$ -	\$ 10,000	\$ -	\$ -		
<b>Total Personnel Expenses</b>		<b>\$ 152,991</b>	<b>\$ 169,542</b>	<b>\$ 174,145</b>	<b>\$ 181,209</b>	<b>4%</b>	
5101	Fax Copier	\$ 3,500	\$ 2,500	\$ 2,500	\$ 2,500	0%	Based on Use
5103	Printing and Reproduction	\$ 3,000	\$ 1,000	\$ 3,000	\$ 3,000	0%	Based on Use
5110	Postage	\$ 1,200	\$ 1,200	\$ 2,000	\$ 2,000	0%	Lease = \$500/quarter, Admin paying 25% plus ~\$50/month postage
5115	Storm-Related Expenditures	\$ -	\$ 5,000	\$ -	\$ -		Previously itemized for tracking purposes
5120	Subscriptions and Membership	\$ 4,700	\$ 4,700	\$ 5,000	\$ 5,000	0%	Based on Use
5125	Travel	\$ 2,000	\$ 2,000	\$ 3,000	\$ 3,000	0%	
5140	Telephone	\$ 5,000	\$ 3,000	\$ 3,500	\$ 2,500	-29%	Based on Use
5157	Records Management	\$ 7,500	\$ 3,000	\$ 3,000	\$ 4,000	33%	Based on Use
5158	Office Supplies	\$ 8,000	\$ 8,000	\$ 6,000	\$ 7,000	17%	Based on Use
5198	Maintenance & Supplies - Janitorial	\$ -	\$ 4,560	\$ 6,000	\$ 6,000	0%	Split Janitorial Contract with 100-55 Fieldhouse Maintenance/ Janitorial
<b>Total Supplies &amp; Operations Expenses</b>		<b>\$ 34,900</b>	<b>\$ 34,960</b>	<b>\$ 34,000</b>	<b>\$ 35,000</b>	<b>3%</b>	
5204	Legal Services - MoPac	\$ -	\$ -	\$ -	\$ -		Previous Exceptional Item for potential carryover (RCDC funded FY 23)
5210	Legal Services	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	0%	
5211	Legal Services - TPIA	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	0%	For processing Public Information Requests
5214	Emergency Notification System	\$ 2,400	\$ 2,400	\$ 2,400	\$ 1,500	-38%	
5217	Payroll Services	\$ 4,500	\$ 4,500	\$ 5,000	\$ 6,000	20%	Actual
5226	Drug Testing	\$ 100	\$ 100	\$ 100	\$ 100	0%	
5227	Bilingual Assessments	\$ -	\$ -	\$ -	\$ 200		New Line Item - Per Certification/Bi-Lingual Pay Policy approved by Council
5230	Audit	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	0%	Actual
5231	Health Fee/Travis County	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	0%	Actual
5236	Communication and Outreach	\$ 25,000	\$ 20,000	\$ 15,000	\$ 5,000	-67%	Last Year - Bond Election
5237	Tax Assessment/Collection	\$ 2,000	\$ 2,500	\$ 2,500	\$ 2,500	0%	Actual - Pay County for collecting taxes
5240	Insurance - Prop & Gen Liab.	\$ 8,500	\$ 8,500	\$ 10,650	\$ 14,000	31%	Actual
5250	Insurance - Official Liability	\$ 5,200	\$ 5,200	\$ 4,000	\$ 5,300	33%	Actual
5258	ACL Event	\$ -	\$ 10,500	\$ 10,500	\$ 10,500	0%	Reimbursed by Austin/ Split between Departments
5260	Appraisal District - Travis County	\$ 9,500	\$ 10,000	\$ 10,000	\$ 10,000	0%	Actual - Pay Appraisal district to appraise taxable values
5270	Engineering Services	\$ 30,000	\$ 2,000	\$ 20,000	\$ 25,000	25%	Based on Use
<b>Total Contractual Services</b>		<b>\$ 206,200</b>	<b>\$ 184,700</b>	<b>\$ 199,150</b>	<b>\$ 199,100</b>	<b>0%</b>	
5300	Computer Software/Support	\$ 20,000	\$ 40,000	\$ 50,000	\$ 50,000	0%	Historical Usage + Incode ongoing costs (\$3,000) (Removed some website support costs and put those to 5302)

5301	Public Meeting Technology	\$ 10,000	\$ 14,000	\$ 14,000	\$ 14,000	0%	Civic Plus (\$6,200 annual meetings subscription and video timestamping ) + Zoom ( Annual \$300 + \$160/mo) + Swaggit Streaming \$2400/yr = \$10,820 (Plus any repairs to streaming/Microphones)
5302	Website and Digital Codification	\$ 5,000	\$ 5,500	\$ 5,500	\$ 14,000	155%	Codification (\$1000 per year + \$20 per page (total ~\$6000 Per Year) + Website Cost of ~\$5,000) <b>Budgeting additional in codification costs for codification of commercial code recommendations.</b> (~\$3,000)
5309	Incode Software	\$ 80,100	\$ 15,000	\$ 5,000	\$ 5,000	0%	
5311	IT Services - TPIA	\$ -	\$ 1,200	\$ 2,000	\$ 2,000	0%	For PIR email search compliance
5325	Election Services	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	0%	
5330	Election Public Notices	\$ 1,000	\$ 1,000	\$ 1,000	\$ 2,000	100%	Prices increasing with AAS, Last year bond election notice ~\$12,000
5331	Advertising	\$ 4,000	\$ 1,000	\$ 2,000	\$ 2,000	0%	Based on use
5340	Miscellaneous	\$ -	\$ -	\$ -	\$ -		
5341	Zilker Clubhouse	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	0%	
5342	Oak Wilt Treatment & Prevention	\$ -	\$ -	\$ 30,000	\$ -	-100%	Previous Exceptional Item for potential carryover
<b>Total Miscellaneous/Other Expenses</b>		<b>\$ 123,450</b>	<b>\$ 81,050</b>	<b>\$ 112,850</b>	<b>\$ 92,350</b>	<b>-18%</b>	
5413	Furniture	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	0%	
5414	Computers	\$ 1,000	\$ 1,000	\$ 1,000	\$ 2,000	100%	
<b>Total Capital Outlays</b>		<b>\$ 2,000</b>	<b>\$ 2,000</b>	<b>\$ 2,000</b>	<b>\$ 3,000</b>	<b>50%</b>	
5525	4B Sales Tax Allocation	\$ 150,000	\$ 150,000	\$ 200,000	\$ 150,000	-25%	Based on Actual
<b>Total Non-Departmental Expenditures</b>		<b>\$ 150,000</b>	<b>\$ 150,000</b>	<b>\$ 200,000</b>	<b>\$ 150,000</b>	<b>-25%</b>	
<b>TOTAL EXPENDITURES</b>		<b>\$ 669,541</b>	<b>\$ 622,252</b>	<b>\$ 722,145</b>	<b>\$ 660,659</b>	<b>-9%</b>	
		2020-2021	2021-2022	2022-2023	2023-2024		

Request For New/ Modifications of Line Item Descriptions

New Line Item:

Exceptional Line Item Requests for Current Budget Cycle by Priority Level

<u>New Line Items</u>	<u>Description</u>	<u>Requested Amount</u>	<u>Comments</u>
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Total Exceptional Items Requested: \$ -

Total Budget Allocation Requested: \$ 660,659.26

Total Exceptional Items Requested: \$ -

**Grand Total Budget Request for Department: \$ 660,659.26**

Increase (Decrease) from Previous Budget Cycle (\$) \$ (61,486.17)

Increase (Decrease) from Previous Budget Cycle (%) -9%

Rollingwood City Council  
Budget Action Request  
Department Worksheet

Date: July 2023  
Fund Name and Number: 100-General Fund  
Dept Name and Number: 15 - Dev. Services

WORKING DRAFT

Line Item	Description From Budget	2020-2021 Budget	2021-2022 Budget	2022-2023 Budget	Proposed 2023 2024 Budget	Percent Increase (Decrease)	Comments
5000	Salary	\$ 85,583	\$ 89,006	\$ 91,915	\$ 80,000	-13%	
5006	Overtime/Planned Overtime						New Line Item: Breaking out Salaries
5007	Stipends/Certifications				\$ 1,647		New line item this year. Breaking out salaries.
5010	Training	\$ 3,000	\$ 3,000	\$ 2,000	\$ 2,000	0%	
5020	Health Insurance	\$ 9,422	\$ 9,575	\$ 9,300	\$ 9,600	3%	Actual
5030	Workers Comp. Insurance	\$ 950	\$ 950	\$ 950	\$ 950	0%	Actual
5035	Social Security/Medic. Tax	\$ 6,547	\$ 6,809	\$ 7,031	\$ 6,246	-11%	7.65% of salary related line items
5040	Unemployment Comp. Ins.	\$ 152	\$ 339	\$ 113	\$ 90	-20%	Actual
5050	TMRS Exp.	\$ 10,015	\$ 10,681	\$ 11,030	\$ 10,614	-4%	13% of salary related line items
<b>Total Personnel Expenses</b>		<b>\$ 115,669</b>	<b>\$ 120,360</b>	<b>\$ 122,339</b>	<b>\$ 111,147</b>	<b>-9%</b>	
5101	Fax / Copier	\$ 100	\$ 100	\$ 100	\$ 100	0%	
5103	Printing & Reproduction	\$ 100	\$ 100	\$ 350	\$ 2,400	586%	Moving advertisements for zoning public hearings to Development Services
5110	Postage	\$ 500	\$ 500	\$ 700	\$ 2,100	200%	Increased postage to cover hearing notice
5120	Subscriptions & Memberships	\$ 500	\$ 500	\$ 500	\$ 500	0%	
5125	Travel	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	0%	
5140	Telephone	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	0%	
5158	Office Supplies	\$ 100	\$ 100	\$ 200	\$ 200	0%	
5180	Signs and Barricades	\$ -	\$ 800	\$ 800	\$ 600	-25%	
<b>Total Supplies &amp; Operations Expenses</b>		<b>\$ 3,300</b>	<b>\$ 4,100</b>	<b>\$ 4,650</b>	<b>\$ 7,900</b>	<b>70%</b>	
5200	Building Inspection Services	\$ 50,000	\$ 50,000	\$ 40,000	\$ 35,000	-13%	
5210	Legal Services	\$ -	\$ 6,500	\$ 6,500	\$ 8,000	23%	And Planning Services (Bryce DNRBZ)
5251	Building Plan Review	\$ 15,000	\$ 15,000	\$ 10,000	\$ 10,000	0%	ATS
5252	Zoning Review	\$ 30,000	\$ 20,000	\$ 20,000	\$ 50,000	150%	KFA Zoning Reviews
5253	Arborist Review	\$ 1,500	\$ 500	\$ 2,500	\$ 1,500	-40%	Can be reduced with bringing reviews directly in house and use line item for Questions/ Consults with Certified Arborist
5257	My Permit Now	\$ 2,000	\$ -	\$ 6,000	\$ 3,600	-40%	Monthly subscription Reduced for actual costs
5270	Engineering Services	\$ -	\$ 7,000	\$ 7,000	\$ 15,000	114%	KFA Development related coordination
5272	Professional Consultation	\$ -	\$ -	\$ -	\$ 35,000		New line item this year. KFA staff code support/ meetings
5273	Elevation and Height Verification	\$ -	\$ -	\$ -	\$ 20,000		New line item this year. City facilitated elevation verifications pending quote/approval. (Est: 10 new builds, 2 Surveys Per, ~1,000 Each)
<b>Total Contractual Services</b>		<b>\$ 98,500</b>	<b>\$ 99,000</b>	<b>\$ 92,000</b>	<b>\$ 178,100</b>	<b>94%</b>	
5300	Computer Software/Support	\$ 2,000	\$ 2,000	\$ 4,000	\$ 2,000	-50%	Last year - Exceptional Item for Resident Computer (Life 5 years)
5331	Advertising	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	0%	Statesman notices
<b>Total Miscellaneous/Other Expenses</b>		<b>\$ 3,000</b>	<b>\$ 3,000</b>	<b>\$ 5,000</b>	<b>\$ 3,000</b>	<b>-40%</b>	
<b>TOTAL EXPENDITURES</b>		<b>\$ 220,469</b>	<b>\$ 226,460</b>	<b>\$ 223,989</b>	<b>\$ 300,147</b>	<b>34%</b>	

2020-2021      2021-2022      2022-2023      2023-2024

Request For New/ Modifications of Line Item Descriptions

New Line Item:

Exceptional Line Item Requests for Current Budget Cycle by Priority Level

New Line Items                      Description                      Requested Amount                      Comments

	City Wide Control Network		May be less - ATS working with KFA to identify already surveyed information
5274 - Survey Benchmark Network M&O Survey		\$	25,000
Total Exceptional Items Requested:		\$	25,000

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Total Budget Allocation Requested: \$ 300,147  
Total Exceptional Items Requested: \$ 25,000

**Grand Total Budget Request for Department: \$ 325,147**

Increase (Decrease) from Previous Budget Cycle (\$) \$ 101,158  
Increase (Decrease) from Previous Budget Cycle (%) 45%

**Exceptional Item Request Form - FY 2023-2024**

**Request # 100-15-1**

**Date:** 7/12/2023

**Requestor:** Staff

Allocating Additional Funds To:	
Fund Name & No.	General Fund - 100
Department Name & No.	Development Services - 15
Line Item No. & Description or NEW Line Item Description	5274 - Survey Benchmark Network M&O

**Item Description:**

At the June 21, 2023 City Council Meeting, the City Council voted to approve a proposal from ATS Engineering to conduct professional surveying services associated with the implementation of a city-wide survey control network. ATS is currently working with the city engineer, K. Friese and Associates, to identify if there is any surveying information available from the recent work done in conjunction with the water system upgrades that could be used for this project. The total proposal amount will decrease if such overlapping information is identified.

**Description of Benefit from Purchase (Improved Service, Lower Cost, etc.)**

City-wide survey control network will provide consistency and increased accuracy in survey data produced.

**Number of Items or Units:** 1  
**Cost Per Item or Unit:** \$ 25,000  
**Additional Cost Per Item (Including ongoing maintenance):** TBD  
**Total Cost:** **\$ 25,000**

<u>When Balance Offset Is Needed</u>	
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Total Amount Saved: \$ <u>-</u>	

Please attach any quotes or backup to support this Exceptional Item Request.



City of Rollingwood, TX  
 Project Name: City of Rollingwood  
 Control Network Surveys

Arch Technical Services, LLC.  
 Date: June 12, 2023  
 Proposal Reference No.: P22-0300



## **1. PROJECT IMPLEMENTATION AND TIMELINE**

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### **Understanding of Scope of Work**

Arch Technical Services, LLC, dba, ATS Engineers, Inspectors & Surveyors (ATS) is pleased to provide professional surveying services as requested by the City of Rollingwood. As ATS understands, the City of Rollingwood is looking to implement a survey control network that would create consistent repeatable horizontal and vertical data for the overall purpose of ensuring that all structures are built to the rules set forth by the City of Rollingwood and able to be used by all companies that perform construction services within the City of Rollingwood.

### **ATS Project Approach**

ATS' Project Approach in response to the City of Rollingwood's Scope of Work begins with establishing a unified, repeatable horizontal and vertical control network for all related services to work with for measurable repeatability and accuracy. ATS will adhere to, meet, or exceed the standards set out in the Texas Society of Professional Surveyors Manual of Practice, Effective December 31, 2021.

### **Control Network Survey**

The control network survey will commence after the City of Rollingwood provides ATS with a formal notice to proceed. ATS will coordinate with the City of Rollingwood's assigned staff about the proposed location of all new horizontal/vertical benchmarks to be established. To establish these benchmarks, ATS will supply, operate, and maintain survey-grade (sub-centimeter) GPS equipment and differential digital leveling methods.

ATS recommends utilizing the existing manholes found at street intersections or straight lines not to exceed a distance of five hundred feet. ATS estimates that forty-five existing manholes meet this criterion. ATS will set a punch mark in the middle of an existing manhole covers to identify where the survey observations were originally performed for repeatability.

Control survey data will be collected via Trimble GNSS Model 10, 12 & 12i GPS receivers via Static Survey methods. Elevation data will be determined by running differential digital level loops utilizing our Trimble DiNi digital levels.

The horizontal and vertical control survey shall be prepared following the Texas Society of Professional Surveyors Manual of Practice, Effective December 31, 2021, and shall meet or exceed the standards for Category 7 – Horizontal Control Survey, Category 8 – Vertical Control Survey, and Category 11 – Three-Dimensional Control Survey, Condition 1 depending on the project specifics.

### **Control Network Mapping and Publishing**

ATS will coordinate with the City of Rollingwood to develop a map and make it publicly available. ATS assumes we will have access to existing GIS data held within the City of Rollingwood's GIS department.

## Project Staffing/Scheduling

ATS anticipates that ten working days will be required to perform the field survey for a horizontal and vertical network with five additional days in the office to process all data. ATS will coordinate with the City of Rollingwood to develop a map that can be made publicly available. ATS assumes we will have access to existing GIS data held within the City of Rollingwood's GIS department.

## Safety

ATS' comprehensive safety management system (SMS) plan is tailored specifically for surveyors and the typical issues they encounter daily. Our surveyors will conduct tailgate safety meetings each morning before work commences to address any specific issues or concerns for the day. A record of the meeting will be maintained in the project files. The field crews will also comply with all the City of Rollingwood's safety requirements. ATS prides itself on its safety performance.

## Hardware and Software

Surveying & Scanning Field Equipment

Trimble Total Stations (Convention, Reflectorless & Robotic Capabilities)

Trimble GPS (Static, GNSS, RTK, and VRS capabilities)

Trimble SX10 & 12 Hybrid Robotic Total Station/Scanner

Trimble X & TX Series Scanners

TSC 5 & TSC 7 Data Collectors w/ Trimble access

Trimble Dini Electronic Levels

Software

AutoCAD w/ Civil 3D Trimble

Business Center (TBS) Carlson

Survey w/ AutoCAD Map

## Estimated Cost

ATS estimates a total value of \$25,000.00 for the field and office work required to produce a survey control network to be used by all required parties and to be published by the City of Rollingwood to serve as public information.

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Rollingwood City Council  
Budget Action Request  
Department Worksheet

Date: July 2023  
Fund Name and Number: 100 - General Fund  
Dept Name and Number: 20 - Sanitation

WORKING DRAFT

Line Item	Description From Budget	2020-2021 Budget	2021-2022 Budget	2022-2023 Budget	Proposed 2023-2024 Budget	Percent Increase (Decrease)	Comments
5286	Spring Clean-Up	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	0%	
5287	Storm Debris and Clean Up	\$ -	\$ 3,000	\$ 15,000	\$ 7,500	-50%	22-23 Budget Amendment for Winter Storm Mara
5288	Landscape Remediation	\$ -	\$ -	\$ 10,000	\$ 5,000	-50%	22-23 Budget Amendmend to add this line item, clean up from Winter Storm Mara, added \$5,000 for ongoing landscape remediation
<b>Total Contractual Services</b>		<b>\$ 1,000</b>	<b>\$ 4,000</b>	<b>\$ 26,000</b>	<b>\$ 13,500</b>	<b>-48%</b>	
5270	Waste & Disposal Service	\$ 125,000	\$ 125,000	\$ 144,000	\$ 144,000	0%	
<b>Total Miscellaneous Expenditures</b>		<b>\$ 125,000</b>	<b>\$ 125,000</b>	<b>\$ 144,000</b>	<b>\$ 144,000</b>	<b>0%</b>	
<b>TOTAL EXPENDITURES</b>		<b>\$ 126,000</b>	<b>\$ 129,000</b>	<b>\$ 170,000</b>	<b>\$ 157,500</b>	<b>-7%</b>	
		2020-2021	2021-2022	2022-2023	2023-2024		

Request For New/ Modifications of Line Item Descriptions

New Line Item:

Exceptional Line Item Requests for Current Budget Cycle by Priority Level

<u>New Line Items</u>	<u>Description</u>	<u>Requested Amount</u>	<u>Comments</u>
Total Exceptional Items Requested: \$ -			

Total Budget Allocation Requested: \$ 157,500.00  
Total Exceptional Items Requested: \$ -

**Grand Total Budget Request for Department: \$ 157,500.00**

Increase (Decrease) from Previous Budget Cycle (\$) \$ (12,500.00)  
Increase (Decrease) from Previous Budget Cycle (%) -7%

Rollingwood City Council  
Budget Action Request  
Department Worksheet

Date: July 2023

Fund Name and Number: 100-General Fund

Dept Name and Number: 25 - Utility Billing

WORKING DRAFT

Line Item	Description From Budget	2020-2021 Budget	2021-2022 Budget	2022-2023 Budget	Proposed 2023-2024 Budget	Percent Increase (Decrease)	Comments
5000	Salary		\$ 89,006	\$ 79,040	\$ 70,000	-11%	
5006	Overtime/Planned Overtime						New line item this year. Breaking out salaries.
5007	Stipends/Certifications				\$ 600		New line item this year. Breaking out salaries.
5010	Training		\$ 1,000	\$ 1,000	\$ 1,500	50%	
5020	Health Insurance		\$ 9,422	\$ 9,422	\$ 10,100	7%	Actual
5030	Workers Comp. Insurance		\$ 950	\$ 950	\$ 950	0%	Actual
5035	Social Security/Medic. Tax		\$ 6,809	\$ 6,047	\$ 5,401	-11%	7.65% of salary related line items
5040	Unemployment Comp. Ins.		\$ 152	\$ 113	\$ 90	-20%	Actual
5050	TMRS Exp.		\$ 10,681	\$ 9,485	\$ 9,178	-3%	13% of salary related line items
<b>Total Personnel Expenses</b>		<b>\$ -</b>	<b>\$ 118,020</b>	<b>\$ 106,056</b>	<b>\$ 97,819</b>	<b>-8%</b>	
5101	Fax / Copier		\$ 100	\$ 100	\$ 100	0%	
5103	Printing & Reproduction		\$ 4,000	\$ 4,000	\$ 3,500	-13%	\$1,600 Envelopes, \$1,340 Bill Shells
5110	Postage		\$ 2,500	\$ 2,500	\$ 5,500	120%	\$4,200 Postage, \$1,282 Lease
5120	Subscriptions & Memberships		\$ 500	\$ 500	\$ 250	-50%	
5125	Travel		\$ 500	\$ 500	\$ 500	0%	
5140	Telephone		\$ 750	\$ 750	\$ 500	-33%	Based on Actual
5158	Office Supplies		\$ 300	\$ 600	\$ 400	-33%	
<b>Total Supplies &amp; Operations Expenses</b>		<b>\$ -</b>	<b>\$ 8,650</b>	<b>\$ 8,950</b>	<b>\$ 10,750</b>	<b>20%</b>	
5202	Tech Fees		\$ 200	\$ 200	\$ -	-100%	Not Using
5210	Legal Services		\$ 500	\$ 500	\$ -	-100%	Not Using
<b>Total Contractual Services</b>		<b>\$ -</b>	<b>\$ 700</b>	<b>\$ 700</b>	<b>\$ -</b>	<b>-100%</b>	
5300	Computer Software/Support		\$ 15,000	\$ 15,000	\$ 12,000	-20%	Incode Actual + Diggio
5331	Advertising		\$ 500	\$ 500	\$ 250	-50%	
<b>Total Miscellaneous/Other Expenses</b>		<b>\$ -</b>	<b>\$ 15,500</b>	<b>\$ 15,500</b>	<b>\$ 12,250</b>	<b>-21%</b>	
<b>TOTAL EXPENDITURES</b>		<b>\$ -</b>	<b>\$ 142,870</b>	<b>\$ 131,206</b>	<b>\$ 120,819</b>	<b>-8%</b>	

2020-2021      2021-2022      2022-2023      2023-2024

Request For New/ Modifications of Line Item Descriptions

New Line Item:

Exceptional Line Item Requests for Current Budget Cycle by Priority Level

<u>New Line Items</u>	<u>Description</u>	<u>Requested Amount</u>	<u>Comments</u>
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Total Exceptional Items Requested: \$ -

Total Budget Allocation Requested: \$ 120,818.90

Total Exceptional Items Requested: \$ -

**Grand Total Budget Request for Department: \$ 120,818.90**

Increase (Decrease) from Previous Budget Cycle (\$) \$ (10,387.46)

Increase (Decrease) from Previous Budget Cycle (%) -8%

Rollingwood City Council  
Budget Action Request  
Department Worksheet

Date: July 2023  
Fund Name and Number: 100 General Fund  
Dept Name and Number: 30 - Streets

WORKING DRAFT

Line Item	Description From Budget	2020-2021 Budget	2021-2022 Budget	2022-2023 Budget	Proposed 2023-2024 Budget	Percent Increase (Decrease)	Comments
5000	Salary	\$ 49,381	\$ 53,528	\$ 56,819	\$ 57,000	0%	Salary, On-call pay, and cert pay
5006	Overtime/Planned Overtime	\$ -	\$ -	\$ -	\$ 180		New Line Item this year, breaking out salaries. Planned overtime is estimated for city events (July 4, ACL, Spring Clean Up, NNO, Halloween). Any above is emergency OT.
5007	Stipends/Certifications	\$ -	\$ -	\$ -	\$ 3,487		New Line Item this year, breaking out salaries
5010	Training	\$ -	\$ -	\$ 1,000	\$ 2,000	100%	CSI Training for 2 operators
5020	Health Insurance	\$ 5,735	\$ 4,996	\$ 7,765	\$ 6,100	-21%	Actual
5030	Workers Comp. Insurance	\$ 700	\$ 700	\$ 1,400	\$ 1,400	0%	Actual
5035	Social Security/Medicare Tax	\$ 3,778	\$ 4,095	\$ 4,347	\$ 4,641	7%	7.65% of salary related line items
5040	Unemployment Comp. Ins.	\$ 92	\$ 181	\$ 81	\$ 70	-14%	Actual
5050	TX Mun. Retire. System Exp.	\$ 5,779	\$ 6,423	\$ 6,818	\$ 7,887	16%	13% of salary related line items
<b>Total Personnel Expenses</b>		<b>\$ 65,465</b>	<b>\$ 69,924</b>	<b>\$ 78,230</b>	<b>\$ 82,765</b>	<b>6%</b>	
5125	Travel				\$ 1,500		New Line Item Request in 23-24
5130	Utilities	\$ 1,800	\$ 2,000	\$ 2,200	\$ 2,400	9%	Actual - Austin Energy Street Lights
5140	Telephone	\$ 500	\$ 500	\$ 1,000	\$ 300	-70%	Prorated between departments
5145	Uniforms & Accessories	\$ 400	\$ 1,000	\$ 1,500	\$ 1,000	-33%	
5161	Tree Trimming Services	\$ 1,500	\$ 1,500	\$ 21,500	\$ 25,000	16%	Increased Tree Trimming for ROWs
5162	Street Sweeping	\$ -	\$ -	\$ -	\$ 10,000		Used to be included in Street Maintenance and Repairs - Now doing more sweeping in house
5164	Equipment Maintenance & Repairs				\$ 2,500		New Line item - used to be included in 5350, more equipment to maintain
5171	Equipment Purchase	\$ -	\$ -	\$ 15,000	\$ 4,000	-73%	GPS Receiver (Split between streets, water, wastewater)
5172	Safety Equipment				\$ 375		New Line Item - Safety Equipment
5180	Signs & Barricades	\$ 2,000	\$ 2,500	\$ 2,500	\$ 2,500	0%	Additional barricades for increased events and traffic, many street signs need replacing.
5181	Equipment Rental	\$ 1,000	\$ 1,000	\$ 5,000	\$ 4,000	-20%	Storm drainage maintenance. Help minimize flooding in city
5190	Materials	\$ 1,000	\$ 1,000	\$ 2,500	\$ 2,500	0%	Paint, stopbars and road markings
5195	Vehicle Operations (Fuel)	\$ 2,500	\$ 3,500	\$ 4,000	\$ 2,000	-50%	
5196	Vehicle Maintenance & Repairs	\$ 500	\$ 500	\$ 750	\$ 1,000	33%	increase in costs
<b>Total Supplies &amp; Operations Expenses</b>		<b>\$ 11,200</b>	<b>\$ 13,500</b>	<b>\$ 55,950</b>	<b>\$ 59,075</b>	<b>6%</b>	
5255	Vehicle Insurance	\$ 600	\$ 600	\$ 250	\$ 270	8%	Actual
5270	Engineering Services		\$ 3,000	\$ 23,000	\$ 3,000	-87%	Additional \$20,000 for Pavement Condition Assessment (2022-2023)
5276	Paying Agent Fees	\$ 200	\$ 200	\$ 200	\$ 200	0%	
<b>Total Contractual Services</b>		<b>\$ 800</b>	<b>\$ 3,800</b>	<b>\$ 23,450</b>	<b>\$ 3,470</b>	<b>-85%</b>	
5350	Tools	\$ 1,000	\$ 2,000	\$ 5,000	\$ 4,000	-20%	Dept is in need of tools. Many of the tools we currently have are inadequate. Tool box for trucks
5355	Street Maintenance & Repairs	\$ 10,000	\$ 10,000	\$ 90,000	\$ -	-100%	\$_____ for repaving or conditioning per Pavement Condition Assessment. May include estimates from KFA for paving in conjunction with the Water System Improvements. See additional notes on exceptional item below.
<b>Total Miscellaneous</b>		<b>\$ 11,000</b>	<b>\$ 12,000</b>	<b>\$ 95,000</b>	<b>\$ 4,000</b>	<b>-96%</b>	
5414	Computers	\$ -	\$ -	\$ -	\$ 500		New Line Item (Broken out Streets, Parks, Water, Wastewater)
5494	Veh Financing Note - Debt Serv.		\$ 785	\$ 785	\$ 785	0%	
5495	Vehicles	\$ -	\$ -	\$ 2,700		-100%	
<b>Total Capital Outlays</b>		<b>\$ -</b>	<b>\$ 785</b>	<b>\$ 3,485</b>	<b>\$ 1,285</b>	<b>-63%</b>	
<b>TOTAL EXPENDITURES</b>		<b>\$ 88,465</b>	<b>\$ 100,009</b>	<b>\$ 256,115</b>	<b>\$ 150,595</b>	<b>-41%</b>	

2020-2021      2021-2022      2022-2023      2023-2024

Request For New/ Modifications of Line Item Descriptions

New Line Item:

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Exceptional Line Item Requests for Current Budget Cycle by Priority Level

<u>Line Item</u>	<u>Description</u>	<u>Requested Amount</u>	<u>Comments</u>
5355 - Street Maintenance & Repairs		\$ 200,000	Street paving associated with the Water System Improvement Projects in lieu of bond funds. Exceptional item ranging from 75,000 to 300,000 from Street Unexpended Balance. This item funded last year at \$75,000.
5171 - Equipment Purchase	Chipper	\$ 27,500	Split between Streets, Parks
Total Exceptional Items Requested:		\$ 227,500	

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Total Budget Allocation Requested:	\$ 150,595
Total Exceptional Items Requested:	\$ 227,500
<b>Grand Total Budget Request for Department:</b>	<b>\$ 378,095</b>
Increase (Decrease) from Previous Budget Cycle (\$)	\$ 121,980
Increase (Decrease) from Previous Budget Cycle (%)	48%

**Exceptional Item Request Form - FY 2023-2024**

**Request # 100-30-1**

**Date:** 7/12/2023

**Requestor:** Staff

Allocating Additional Funds To:	
Fund Name & No.	100 - General Fund (301 - Street Maintenance Fund)
Department Name & No.	30 - Streets
Line Item No. & Description or NEW Line Item Description	

**Item Description:**

Street paving associated with the Water System Improvement Projects in lieu of bond funds. Exceptional item ranging from 75,000 to 300,000 from Street Unexpended Balance. This item funded last year at \$75,000.

This year \$200,000 (for Council Consideration)

**Description of Benefit from Purchase (Improved Service, Lower Cost, etc.)**

Paving in conjunction with water system improvements would provide infrastructure integration leading to cost and timing efficiency and minimizing repeated street cutting and construction.

**Number of Items or Units:** \_\_\_\_\_

**Cost Per Item or Unit:** \_\_\_\_\_

**Additional Cost Per Item (Including ongoing maintenance):** \_\_\_\_\_

**Total Cost:** **\$ 200,000**

When Balance Offset Is Needed

Offset Savings From Fund/Dept./Line Item No.: \_\_\_\_\_

saved amount: \_\_\_\_\_

Offset Savings From Fund/Dept./Line Item No.: \_\_\_\_\_

saved amount: \_\_\_\_\_

Offset Savings From Fund/Dept./Line Item No.: \_\_\_\_\_

saved amount: \_\_\_\_\_

Offset Savings From Fund/Dept./Line Item No.: \_\_\_\_\_

saved amount: \_\_\_\_\_

Offset Savings From Fund/Dept./Line Item No.: \_\_\_\_\_

saved amount: \_\_\_\_\_

Total Amount Saved: **\$ -**

Please attach any quotes or backup to support this Exceptional Item Request.

Rollingwood City Council  
Budget Action Request  
Department Worksheet

Date: July 2023

Fund Name and Number: 100 - General Fund

Dept Name and Number: 40 - Police

**WORKING DRAFT**

Line Item	Description From Budget	2020-2021 Budget	2021-2022 Budget	2022-2023 Budget	Proposed 2023-2024 Budget	Percent Increase (Decrease)	Comments
5000	Salary	\$ 729,655	\$ 732,066	\$ 804,351	\$ 837,542	4%	Current Salary levels with steps + Elaine
5002	Holiday Compensation	\$ -	\$ 26,775	\$ 27,000	\$ 33,000	22%	
5006	Overtime/Planned Overtime	\$ 10,000	\$ 10,000	\$ 13,000	\$ 10,000	-23%	OT slight decrease to match proper staffing levels.
5007	Stipends/Certifications	\$ 13,560	\$ 19,000	\$ 15,000	\$ 20,000	33%	On-Call, FTO Pay, Shift Differential, Cert Pay; slight reclassification out of 5000
5009	Retirement Payout Reserve	\$ 10,000	\$ 10,000	\$ 15,000	\$ 15,000	0%	
5010	Training	\$ 7,000	\$ 10,000	\$ 10,000	\$ 10,000	0%	cost of courses and per diem
5011	Reserve Officer Pay	\$ 31,200	\$ 15,000	\$ 15,000	\$ -	-100%	
5012	LEOSE	\$ -	\$ 1,025	\$ 897	\$ 1,000	11%	LEOSE Funding reimbursed from the state
5020	Health Insurance	\$ 76,602	\$ 77,016	\$ 91,000	\$ 103,000	13%	Actual
5030	Workers Comp. Insurance	\$ 10,800	\$ 10,800	\$ 23,600	\$ 23,500	0%	Actual
5035	Social Security/Medic. Tax	\$ 55,819	\$ 61,035	\$ 65,740.35	\$ 68,891	5%	7.65% of salary related line items
5040	Unemployment Comp. Ins.	\$ 1,234	\$ 2,749	\$ 1,000	\$ 950	-5%	Actual
5050	TMRS Exp.	\$ 84,275	\$ 95,741	\$ 103,122	\$ 117,070	14%	13% of salary related line items
5070	Police Professional Liability	\$ 8,500	\$ 8,500	\$ 8,500	\$ 8,900	5%	Actual
<b>Total Personnel Expenditures</b>		<b>\$ 1,038,645</b>	<b>\$ 1,079,707</b>	<b>\$ 1,193,210</b>	<b>\$ 1,248,854</b>	<b>5%</b>	
5101	Fax/Copier	\$ -	\$ -	\$ -	\$ 600		photo copier lease ~\$600/year (reclassified from 5103)
5103	Printing & Reproduction	\$ 500	\$ 1,000	\$ 1,600	\$ 1,000	-38%	Brochures, informational material
5106	Citation Material	\$ 2,000	\$ 2,500	\$ 2,500	\$ 2,500	0%	Production of paper tickets, Pending \$25K exceptional item decision
5107	Police Qualification	\$ 1,500	\$ 3,000	\$ 3,000	\$ 3,000	0%	Cost of ammo and range fees
5108	Property & Evidence	\$ 1,000	\$ 1,000	\$ 1,000	\$ 500	-50%	Evidence room equipment
5109	Bicycle Maintenance	\$ 250	\$ 250	\$ 250	\$ 250	0%	
5110	Postage	\$ 250	\$ 250	\$ 250	\$ 500	100%	
5120	Subscriptions and Memberships				\$ 1,000		
5140	Telephone	\$ 7,300	\$ 8,000	\$ 9,000	\$ 9,000	0%	
5143	Police Car & Accessories	\$ 5,000	\$ 5,000	\$ 4,000	\$ 4,000	0%	
5144	Police Supplies	\$ 5,000	\$ 3,000	\$ 3,000	\$ 3,000	0%	
5145	Uniforms & Accessories	\$ 8,500	\$ 7,500	\$ 7,500	\$ 6,500	-13%	
5157	Records Management	\$ 5,700	\$ 5,700	\$ 5,800	\$ 6,000	3%	TBD - RMS
5158	Office Supplies	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,500	50%	Inflation of item cost
5159	City Event Supplies	\$ 2,500	\$ 2,500	\$ 2,500	\$ 3,500	40%	Includes other city events (4th of July & Trunk or Treat)
5185	Communications Equip. Maint.	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	0%	Maintenance on existing radios
5186	Radar Certification	\$ 250	\$ 250	\$ 250	\$ 250	0%	
5195	Vehicle Operations	\$ 10,000	\$ 14,000	\$ 28,000	\$ 20,000	-29%	Lower due to projected use
5196	Vehicle Maintenance & Repairs	\$ 10,000	\$ 5,000	\$ 5,000	\$ 5,000	0%	Was reduced to \$5,000 b/c new vehicles approved
<b>Total Supplies &amp; Operations Expenses</b>		<b>\$ 61,750</b>	<b>\$ 60,950</b>	<b>\$ 75,650</b>	<b>\$ 69,100</b>	<b>-9%</b>	
5211	Radio Services	\$ 5,870	\$ 5,600	\$ 5,600	\$ 5,500	-2%	County - Band width cost. Based on actual.
5216	Dispatch Services	\$ 23,000	\$ 26,500	\$ 29,979	\$ 34,476	15%	Dispatch CTECC increase (County). Based on actual.
5226	Drug Testing	\$ 200	\$ 200	\$ 200	\$ 200	0%	

5238	Applicant Testing	\$ 300	\$ 1,000	\$ 1,000	\$ 1,000	0%	psychologicals and fingerprints
5239	Laboratory Services	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	0%	
5255	Vehicle Insurance	\$ 5,050	\$ 5,050	\$ 5,250	\$ 5,600	7%	Actual
5258	ACL Event	\$ -	\$ 34,000	\$ 34,000	\$ 40,000	18%	480 hours @ \$60/hr plus \$10/hr for vehicles - Reimbursed by Austin
<b>Total Contractual Services</b>		<b>\$ 35,420</b>	<b>\$ 73,350</b>	<b>\$ 77,029</b>	<b>\$ 87,776</b>	<b>14%</b>	
5300	Computer Software & Support	\$ 30,200	\$ 43,000	\$ 46,865	\$ 50,000	7%	Pending additional \$2,300 + _____ exceptional item decisions
<b>Total Miscellaneous/Other Expenses</b>		<b>\$ 30,200</b>	<b>\$ 43,000</b>	<b>\$ 46,865</b>	<b>\$ 50,000</b>	<b>7%</b>	
5404	Radios			\$ -	\$ -		Pending \$37K exceptional item decision
5411	Video Camera & Microphones	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	0%	Repairs; Additional \$15K pending exceptional item decision
5414	Computers	\$ 13,000	\$ 3,000	\$ 3,000	\$ 5,000	67%	Replacement of 2 computers
5494	Veh. Financing Note - Debt Serv.		\$ 34,002	\$ 34,002	\$ 34,002	0%	
5495	New Vehicle & Outfitting	\$ 12,000	\$ 147,278	\$ -	\$ -		
<b>Total Capital Outlays</b>		<b>\$ 26,000</b>	<b>\$ 185,280</b>	<b>\$ 38,002</b>	<b>\$ 40,002</b>	<b>5%</b>	
<b>TOTAL EXPENDITURES</b>		<b>\$ 1,192,015</b>	<b>\$ 1,442,287</b>	<b>\$ 1,430,756</b>	<b>\$ 1,495,732</b>	<b>5%</b>	

2020-2021      2021-2022      2022-2023      2023-2024

Request For New/ Modifications of Line Item Descriptions

New Line Item:

Exceptional Line Item Requests for Current Budget Cycle by Priority Level

<u>Line Item</u>	<u>Description</u>	<u>Requested Amount</u>	<u>Comments</u>
5404: Radios	New Handhelds	\$ 37,000	Radios are at end of life and require encryption capability.
5411: Video Cameras & Microphones	New body cameras	\$ 15,700	Cameras are old and do not support charge
5300: Computer Software and Support	Speed trailer software	\$ 2,300	Retrofit of speed trailer to cloud based system allowing for better reporting (May Cost More)
5106: Citation Material	Brazos ticket writers	\$ 25,000	Transitioning from paper citations to electronic citations. Brazos interfaces with our RMS system and Court. (Checking on Payment Plan)
5300: Computer Software and Support	New Firewall	\$ 16,125	
Total Exceptional Items Requested:		\$ 96,125	

Total Budget Allocation Requested: \$ 1,495,732

Total Exceptional Items Requested: \$ 96,125

**Grand Total Budget Request for Department: \$ 1,591,857**

Increase (Decrease) from Previous Budget Cycle (\$) \$ 96,125

Increase (Decrease) from Previous Budget Cycle (%) 7%

**Exceptional Item Request Form - FY 2023-2024**

**Request # 100-40-1**

**Date:** 7/10/2023

**Requestor:** Staff- Police Department

Allocating Additional Funds To:	
Fund Name & No.	100- General Fund
Department Name & No.	40- Police
Line Item No. & Description or NEW Line Item Description	5404: Radios

**Item Description:**

Motorola APX N70 handheld radios

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**Description of Benefit from Purchase (Improved Service, Lower Cost, etc.)**

We currently have 5 Motorola APX6000 handheld radios that will be deemed "end of life" this year. This is in addition to Travis County requiring all radios having encryption capabilities which these do not. The quoted equipment will have all required capabilities along with a 5 year subscription.

**Number of Items or Units:** 5  
**Cost Per Item or Unit:** \$ 7,262.54  
**Additional Cost Per Item (Including ongoing maintenance):** \_\_\_\_\_  
**Total Cost:** **\$ 36,312.70**

<u>When Balance Offset Is Needed</u>	
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Total Amount Saved: \$ <u>-</u>	

Please attach any quotes or backup to support this Exceptional Item Request.

Billing Address:  
 TRAVIS COUNTY  
 TRAVIS COUNTY  
 COURTHOUSE  
 AUSTIN, TX 78701  
 US

Quote Date:06/06/2023  
 Expiration Date:09/04/2023  
 Quote Created By:  
 Daniel Howard  
 Dan.Howard1@  
 motorolasolutions.com

End Customer:  
 TRAVIS COUNTY

Contract: 17212 - CITY OF AUSTIN (TX)

### Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ N70	APX N70					
1	H35UCT9PW8AN	APX N70 7/800 MODEL 4.5 PORTABLE	1		\$5,014.00	\$3,409.52	\$3,409.52
1a	QA08853AA	ADD: CPS ENABLEMENT*	1		\$0.00	\$0.00	\$0.00
1b	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US*	1		\$0.00	\$0.00	\$0.00
1c	H636AA	ADD: APX N70 APPLICATION BUNDLE PROMO+	1		-\$300.00	-\$300.00	-\$300.00
1d	H638EB	ADD: N70 SMART LOCATE MAPPING TRIAL PROMO+	1		-\$56.00	-\$56.00	-\$56.00
1e	BD00001AA	ADD: CORE BUNDLE	1		\$3,106.00	\$2,112.08	\$2,112.08
1f	H499KC	ENH: SUBMERSIBLE (DELTA T)	1		\$0.00	\$0.00	\$0.00
1g	H38DA	ADD: SMARTZONE OPERATION	1		\$0.00	\$0.00	\$0.00
1h	Q173CA	ADD: SMARTZONE OMNILINK	1		\$0.00	\$0.00	\$0.00
1i	Q361CD	ADD: P25 9600 BAUD TRUNKING	1		\$0.00	\$0.00	\$0.00



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1j	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	1		\$0.00	\$0.00	\$0.00
1k	QA00580BA	ADD: TDMA OPERATION	1		\$0.00	\$0.00	\$0.00
1l	QA09001AM	ADD: WIFI CAPABILITY	1		\$0.00	\$0.00	\$0.00
1m	QA03399AK	ADD: ENHANCED DATA	1		\$0.00	\$0.00	\$0.00
1n	Q387CB	ADD: MULTICAST VOTING SCAN	1		\$0.00	\$0.00	\$0.00
1o	QA09028AA	ADD: VIQI VC RADIO OPERATION	1		\$0.00	\$0.00	\$0.00
1p	BD00010AA	ADD: SECURITY BUNDLE	1		\$1,023.00	\$695.64	\$695.64
1q	H797DW	ENH: DVP-XL ENCRYPTION AND ADP	1		\$0.00	\$0.00	\$0.00
1r	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	1		\$0.00	\$0.00	\$0.00
1s	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	1		\$0.00	\$0.00	\$0.00
1t	Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY	1		\$0.00	\$0.00	\$0.00
1u	BD00037AA	ADD: AUDIO BUNDLE	1		\$268.00	\$182.24	\$182.24
1v	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION	1		\$0.00	\$0.00	\$0.00
1w	QA01833AH	ADD: EXTREME 1-SIDED NOISE REDUCTION	1		\$0.00	\$0.00	\$0.00
1x	QA08676AA	ADD: ADAPTIVE SPEAKER VOLUME	1		\$0.00	\$0.00	\$0.00
2	LSV01S03060A	APX N70 DMS ESSENTIAL	1	5 YEARS	\$343.20	\$343.20	\$343.20
3	SSV01P01685B	ELIGIBLE FOR PROMO - CC AWARE STARTER+	1	1 YEAR	\$56.00	\$56.00	\$56.00
4	SSV01P01406A	SMARTCONNECT PROMO+	1	1 YEAR	\$75.00	\$75.00	\$75.00
5	SSV01P01476A	SMARTLOCATE PROMO+	1	1 YEAR	\$75.00	\$75.00	\$75.00
6	SSV01P01902A	SMARTMAPPING PROMO+	1	1 YEAR	\$75.00	\$75.00	\$75.00



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
7	SSV01P01901A	SMARTMESSAGING PROMO+	1	1 YEAR	\$75.00	\$75.00	\$75.00
8	PMMN4142A	XVP730 REMOTE SPEAKER MICROPHONE NO CHANNEL KNOB, FOR APX N RADIOS	1		\$486.00	\$364.50	\$364.50
9	PMPN4604A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT US	1		\$207.14	\$155.36	\$155.36

**Grand Total**
**\$7,262.54(USD)**

### Pricing Summary

	List Price	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$10,172.78	\$6,987.98
Year 2 Subscription Fee	\$68.64	\$68.64
Year 3 Subscription Fee	\$68.64	\$68.64
Year 4 Subscription Fee	\$68.64	\$68.64
Year 5 Subscription Fee	\$68.64	\$68.64
<b>Grand Total System Price</b>	<b>\$10,447.34</b>	<b>\$7,262.54</b>

### Notes:

- Additional information is required for one or more items on the quote for an order.
- + Promotional pricing for 1 year Application Service trial.



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Motorola's quote (Quote Number: \_\_\_\_\_ Dated: \_\_\_\_\_ ) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/msi/omterms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

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

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

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

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

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

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

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

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

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



## APX N70 PORTABLE RADIO SOLUTION DESCRIPTION

### OVERVIEW

The APX N70 offers affordable, next generation communications for without compromising P25 interoperability or voice and data quality. It offers a durable design with “pick-up-and-go” functionality, optimizing ease-of-use and focused communications in almost all environments.

#### DURABLE AND EASY TO USE

The APX N70 enhances operations with a full color transfective glass display with touch technology for easy operation with gloves on. The touchscreen includes a high velocity user interface with large touch targets, shallow menu hierarchy, home screen information at a glance, and access to integrated apps. Additionally, the N70 offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

#### Mission-Critical Audio

For first responders in mission-critical situations, the APX N70 offers high dynamic range microphones and an adaptive sound engine that minimizes background noise and promotes clarity, amplifying intelligible voice communication between first responders.

#### ESSENTIAL AND SECURE P25 COMMUNICATIONS

The APX N70 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. P25 communications over the N70 are safe and secure—it offers software and hardware encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.

#### Reliable Connectivity

Using the APX N70 lets first responders stay connected across disparate networks. It can be equipped with LTE, Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday users. APX N70 radios support 7/800 MHz frequency bands across radio systems with minimal intervention by the radio user.

### Managing and Provisioning Devices

APN N70 provides users greater awareness and faster radio management through Customer Programming Software (“CPS”), Radio Management (“RM”), or the Radio Central programming. These tools transform accurate data into smarter action by enabling dispatchers and network managers to keep radios in the field, make informed operational decisions, and, above all, protect first responders' focus and safety.

#### Customer Programming Service



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CPS is a proprietary, Windows-based application used to configure APX subscriber radios in offline situations. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow for the addition of new software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, via secure USB port connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read, and edited, and copdeplugs and templates can be saved and duplicated to program other fleet radios.

### Radio Management

Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

### Device Management Services

Device Management Services (“DMS”) packages provide programming, management, and maintenance services to maximize the effectiveness of this APX N70 solution, while reducing maintenance risk, workload, and total cost of ownership. DMS tackles a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.

Using Motorola Solutions’ cloud-based Radio Central Programming, APX N70 supports faster provisioning and deployment to get devices in the hands of first responders and out into the field. Parameters such as talk groups, interface options, and security keys can be programmed remotely within minutes. The DMS package provides access to batch programming with Radio Central Programming or one-at-a-time basic programming with Customer Programming Service, described below.

### Radio Central

Radio Central Programming streamlines the APX N70 out-of-the-box experience with a few simple steps. Users will power on the device and view a boot-up animation. Status bar icons on the front display indicate when a connection is made and an update download is initiated. If the APN N70 device is being started for the first time, a “peek-in” device management notification will indicate that the default configuration is detected. When the update download is complete, the device reboots and installs the update. When the install is complete, the device goes back to the full home screen and notifies the user that the update is complete. From power on to provisioning, the process takes less than a minute. For Encryption and Authentication users, a KVL needs to be connected to the radio to use those services.

APX N70 also features Touchless Key Provisioning (“TKP”), leveraging Radio Central and Key Management Facility to add encryption keys remotely. This streamlined, one-time process reduces the time and effort spent enabling encryption. TKP delivers the initial encryption keys to APN N70 radios. Users can provision encryption on one radio or on batches of radios, further speeding up the encryption process for radio fleets.

The figure below illustrates APX N70’s faster provisioning process.



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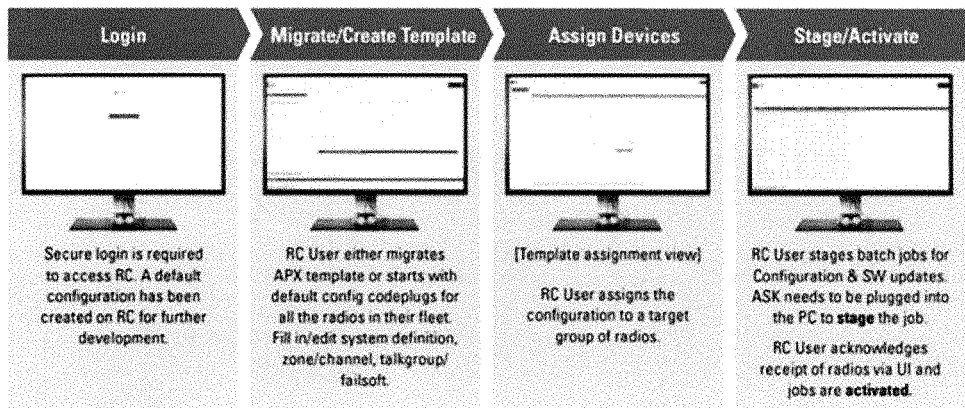


Figure 1: APX N70 Provisioning via Radio Central

## EVOLVING WITH APPLICATION SERVICES

APX N70 gives first responders access to mobile features through the following application services described below.

### SMARTCONNECT APPLICATION SERVICES

SmartConnect allows first responders to access critical intelligence no matter where the mission takes them. It keeps first responders connected and maintains critical LMR features through a broadband connection. By seamlessly switching between P25 LMR and LTE cellular networks, SmartConnect extends reliable Push-to-talk (“PTT”) communications as users roam onto supported broadband networks. Authentication, status, talkgroups, and encryption are all preserved automatically, without interruptions or resets to ensure that first responders continue to have access to the critical features they need in dangerous situations.



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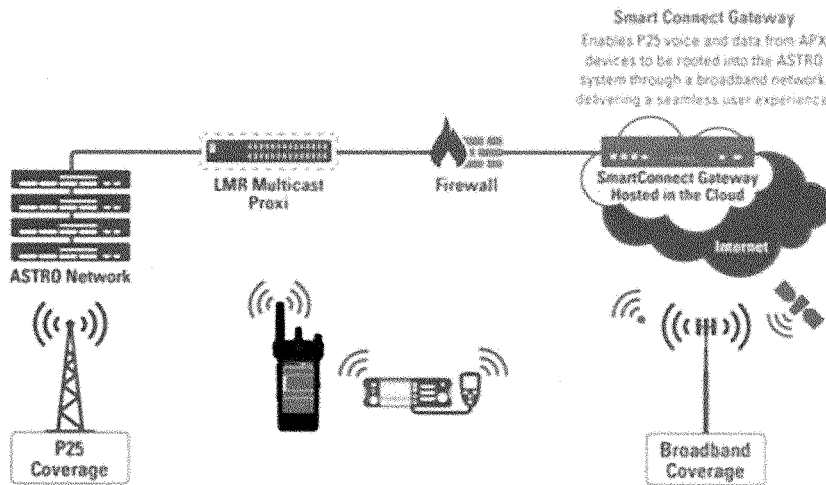


Figure 3: APX N70 SmartConnect Network Elements

**SMARTLOCATE APPLICATION SERVICES**

The SmartLocate application sends GPS location information of first responders over a broadband network. This enables dispatchers to track field units more frequently and improve resource deployment. With Dynamic Mode, SmartLocate can dynamically switch from LTE to P25 to continue sending location reports, without requiring the user to change inputs. This fallback capability provides an extra layer of reliability and enhances location tracking to build an effective operating picture as situations evolve. The use of broadband increases the frequency of location reporting beyond an LMR system to allow for a higher number of users without LMR infrastructure capacity limitations.

SmartLocate also enhances location information accuracy using nearby cell-towers and Wi-Fi access points. This leads to more accurate device tracking and improved location performance when a user moves indoors or enters marginal conditions (such as deep street canyons or forested areas).

SmartLocate integrates with CommandCentral Aware to provide location triggers such as time, distance, PTT, emergency, and accelerated cadence during emergency.

The SmartLocate Application Service is proposed as a subscription-based model that optimizes budget and scales to meet evolving needs. SmartLocate provides enhanced capabilities to existing investments in CommandCentral Aware. Access to CommandCentral Aware is not included with the SmartLocate subscription.

**Note - Dynamic Mode requires IMW and a cloud connector on the P25 system.**

**SMARTMAPPING APPLICATION SERVICES**

The SmartMapping application provides precise and accessible location information of field units to inform response and improve situational awareness. The application displays this data on the APX N70's modernized map interface. Users can see their own location and the location/status of other crew members at a glance and immediately tap to communicate with them. Users can access SmartMapping directly from the APX N70 home screen, making it easier to leverage the map display in fast-paced situations.



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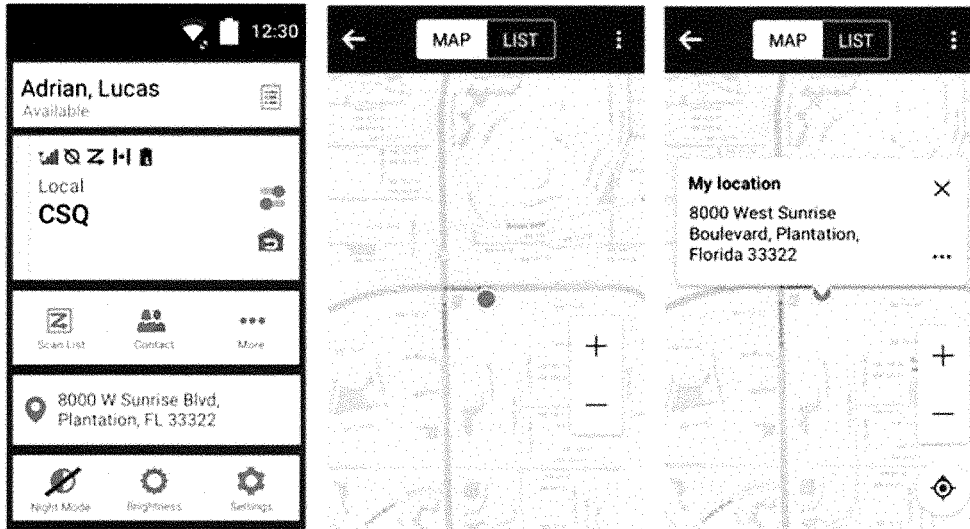


Figure 4: SmartMapping Widget, Map View, and Location Pop-Up Display (Left to Right)

SmartMapping also provides the following capabilities for APX N70 first responders:

- Search for specific users to communicate with using accessible, on-screen navigation and search tools.
- Select map layers to get a different area view, including Street View, Terrain, or Satellite Image.
- Adapt to changing agency needs as new integrations and capabilities are introduced for the SmartMapping application.

#### SMARTMESSAGING APPLICATION SERVICES

SmartMessaging is an application service that allows APX N70 first responders to seamlessly and discreetly share multimedia communications over a Broadband connection. This helps offload traffic from mission-critical LMR networks while enhancing public safety capabilities. From the APX N70 home screen, users can send more detailed multimedia messages, with image, video, or audio file attachments, to enhance situational awareness and improve response success. An enhanced search and history functionality is available for users to easily access previous messages by name, content, and time range, helping them find specific information when needed.

SmartMessaging also supports the following capabilities:

- Receive “Be On the Lookout” (“BOLO”) images or first-on-scene images, videos, locations, and audio from a WAVE dispatch application sent to an APX N70 first responders or predefined groups.
- Send text messages to an individual or group of contacts to provide all necessary users with updated intelligence.
- Secure communications with encrypted messaging data from an APX N70 device to the server.
- Adapt to changing agency needs as new integrations and collaboration tools become available for the SmartMessaging application.



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## APX N-SERIES DEVICE MANAGEMENT SERVICES - ESSENTIAL STATEMENT OF WORK

### OVERVIEW

Device Management Services ("DMS") efficiently maintains the Customer's device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Essential services provide basic hardware and software support.

This Statement of Work ("SOW"), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and Customer ("Customer").

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

### HARDWARE REPAIR

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer's firmware version.

### MOTOROLA SOLUTIONS RESPONSIBILITIES

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from the Customer's site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

### CUSTOMER RESPONSIBILITIES

- For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
  - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization ("RMA") number generated by the electronic system.
  - When initiating a repair via paper Return Material Form ("RMF"), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.
- If a malfunctioning device must be replaced and the Customer has loaded information for that device to Motorola Solutions' cloud environment, the Customer will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

#### LIMITATIONS AND EXCLUSIONS

The Customer will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will notify the Customer and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to Customer's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
  - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
  - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
  - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
  - Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.

Motorola Solutions is not obligated to provide support for any device that has been subject to the following:

- Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If the Customer fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

#### DEVICE TECHNICAL SUPPORT

Motorola Solutions' Device Technical Support service provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may



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contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.

#### **MOTOROLA SOLUTIONS RESPONSIBILITIES**

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer incident per the defined timeframes.

#### **CUSTOMER RESPONSIBILITIES**

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

#### **LIMITATIONS AND EXCLUSIONS**

- Device support does not include Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

## **Software Maintenance**

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. By purchasing software maintenance, the Customer can take advantage of these firmware releases and future-proof their communications investment.

#### **MOTOROLA SOLUTIONS RESPONSIBILITIES**

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through supported Programming Tools.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

#### **CUSTOMER RESPONSIBILITIES**

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

## **MyView Portal Access**

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.



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**MOTOROLA SOLUTIONS RESPONSIBILITIES**

- Provide a web accessible, secure portal to view the Customer's data.
- Provide the Customer with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.
- Keep the site updated with the latest Customer information.

**CUSTOMER RESPONSIBILITIES**

- Provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Attend available MyView Portal training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.



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**Exceptional Item Request Form - FY 2023-2024**

**Request # 100-40-2**

**Date:** 7/10/2023

**Requestor:** Staff- Police Department

Allocating Additional Funds To:	
Fund Name & No.	100- General Fund
Department Name & No.	40- Police
Line Item No. & Description or NEW Line Item Description	5411- Video Cameras & Microphones

**Item Description:**

Coban body cameras

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**Description of Benefit from Purchase (Improved Service, Lower Cost, etc.)**

Replacement of current body cameras (10) as they currently are end of life and do not support a charge for the entirety of an officer's shift.

**Number of Items or Units:** 10  
**Cost Per Item or Unit:** \$1,570  
**Additional Cost Per Item (Including ongoing maintenance):** \_\_\_\_\_  
**Total Cost:** **\$15,700**

<u>When Balance Offset Is Needed</u>	
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Total Amount Saved: \$ <u>          -</u>	

Please attach any quotes or backup to support this Exceptional Item Request.



Quote: Q-48361  
 Contract: Not Applicable  
 Date: 7/13/2023 3:17 PM  
 Expires On: 9/11/2023

COBAN Technologies, Inc.  
 9411 S. Sam Houston Parkway W. #300  
 Missouri City, Texas 77489  
 United States

Phone: (281) 925-0488  
 Fax: (281) 925-0535  
 Email: SFLE-Sales@safefleet.net

Ship To  
 Greg Duarte  
 Rollingwood Police Department  
 403 Nixon Drive  
 Rollingwood Texas 78746-5512  
 United States  
 512-328-1900  
 gduarte@rollingwoodtx.gov

Bill To  
 Rollingwood Police Department  
 403 Nixon Dr  
 Rollingwood Texas 78746  
 United States

End User

SALESPERSON	EXT	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Richard Alley	x	richard.alley@safefleet.net		Net 30

Focus X2 Body Camera / 3-Year Plan

- Includes 3-Year Softyware/Hardware Coverage
- Includes Free Replacement Camera at the End of 24Mos
- DVMS Back Office Software

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0363522	FOCUS-11-00	FOCUS X2 BODY WORN CAMERA PACKAGE Includes: - FOCUS X2 Body Worn Camera - Single Office Dock & Power Supply - USB Cable - Magnetic Uniform Mount	USD 595.00	1	USD 595.00
QL-0363523	WARR-X1-TSP3	BWC 3-YEAR TECHNOLOGY SERVICE PLAN Includes: • 3-year Software Right To Use license, Maintenance, and Technical Support • 3-year Hardware Warranty and Technical Support • Replacement camera at the end of 24 months • 5% Spare Cameras (minimum purchase of 20 BWC)	USD 960.00	1	USD 960.00
QL-0363525	WLIC-221	COBAN DVMS BWC SOLUTION <b>**Included in Above**</b> • Per Active Device • Software License with First Year Technical Support	USD 0.00	1	USD 0.00
QL-0363524	LFEE-054	SHIPPING	USD 15.00	1	USD 15.00
<b>Focus X2 Body Camera / 3-Year Plan TOTAL:</b>					USD 1,570.00

Optional 5-Year Plan

- Optional Item for Consideration - Not Included in Final Price - Dept to Advise
- Includes 5-Year Software/Hardware Coverage

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0363529	WARR-X1-TSP5	BODY WORN CAMERA 5-YEAR TECHNOLOGY SERVICE PLAN Includes: • 5-year Software Right To Use license, Maintenance, and Technical Support • 5-year Hardware Warranty and Technical Support • Replacement camera at the end of 24 and 48 months • 5% Spare Cameras (minimum purchase of 20 BWC)	USD 1,395.00	1	USD 1,395.00
QL-0363530	WLIC-221	COBAN DVMS BWC SOLUTION <b>**Include in Above**</b> • Per Active Device • Software License with First Year Technical Support	USD 0.00	1	USD 0.00
<b>Optional 5-Year Plan TOTAL:</b>					USD 1,395.00

<b>TOTAL:</b> USD 1,570.00
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**Terms & Conditions**

Applicable sales taxes are not reflected on this proposal, and will be included on the invoice. In the event Sales Tax is requested to be listed on the proposal, it will be the responsibility of the Agency to provide the current Tax rate and amount. Any purchases that are exempt from Sales Tax must be accompanied by a tax exemption and/ or re-seller certificate.

This quote is presented to the customer under the condition that it remains a valid quote for only 60 days after the stated Quote Date, after which the quote becomes null and void.

Please email or fax a signed copy of this quotation and other referenced documents to SFLE-Sales@safefleet.net or (281) 925-0535 Safe Fleet Law Enforcement order requests above \$2,500.00 require an Agency issued Purchase Order prior to processing.

COBAN Technologies, Inc.  
9411 S Sam Houston Pkwy W. #300 Missouri City, Texas 77489

Applicable Terms. By signing this quote (the “Quote”) (or, if this Quote is attached to, referenced in, or otherwise accompanies any other agreement, statement of work, purchase order, or other similar document, by or between the parties and/or their applicable affiliates (any of the foregoing, collectively, the “Accompanying Agreement”), then by signing such Accompanying Agreement), or by issuing a purchase order for, or accepting, any of the goods, services, or other items set forth in this Quote, the Customer agrees to all terms and conditions set forth herein, including without limitation any Additional Terms and Conditions set forth below (if applicable) (“Additional Terms”), and to the Safe Fleet Video & Telematics Products and Services Standard Customer Terms & Conditions, currently available at safefleet.net/v-and-t-general-terms (as may be updated or amended by Safe Fleet from time to time in its discretion, the “Ts&Cs”), together with any and all other terms and conditions incorporated by reference into any of the foregoing; all of which are incorporated herein and will govern all products, services, and other matters set forth herein. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Ts&Cs.

Conflicts. Customer and Safe Fleet expressly agree that, notwithstanding anything to the contrary in the Accompanying Agreement, including any provision thereof relating to order of precedence, conflicts, or “battle of the forms,” in the event of any conflict, ambiguity, or inconsistency (any of the foregoing, a “Conflict”) between any term, provision, requirement, request, specification, or other provision (any of the foregoing, a “Provision”) of the Accompanying Agreement and any Provision of this Quote (including, for clarity, the

Ts&Cs and/or any Additional Terms), this Quote shall prevail and control; Customer and Safe Fleet intend this Quote to be, and this Quote shall be deemed to be, an amendment to any Conflicting Provision of the Accompanying Agreement. In the event of any Conflict between any Provision of any Additional Terms and any Provision of the Ts&Cs, the Additional Terms shall control.

**Sole Warranties.** The warranties applicable to the products, services, and other matters set forth herein are available at [https:// www.safefleet.net/product-and-service-warranties](https://www.safefleet.net/product-and-service-warranties) (the “Warranty Documentation”). Notwithstanding any other provision in this Agreement, the Warranty Documentation sets forth the sole warranties with respect to the products, services, and other matters set forth herein, and Safe Fleet hereby expressly disclaims all other representations and warranties, express or implied.

**Invoicing and Purchase Orders.** This Agreement authorizes Safe Fleet, regardless of whether or not Customer has issued an applicable Purchase Order, to invoice Customer annually in advance for Software Services. Customer agrees to pay all invoices within 30 days of receipt. Customer may issue Purchase Orders hereunder for its own record-keeping purposes, but (a) no Customer Purchase Order will be deemed to modify, alter, supersede, supplement, or amend this Agreement in any respect unless mutually agreed by the Parties in a written amendment executed by both Parties, and (b) for clarity, Customer’s issuance of any such Purchase Order, or failure to issue same, shall not affect in any manner Safe Fleet’s ability to invoice Customer (or Safe Fleet’s right to payment of such invoice) as provided herein.

**Agency Responsibilities.** Without limiting any provision of the Ts&Cs, Customer is solely responsible for the following: (a) Customer will ensure that Customer owns or has licensed all rights necessary to permit Safe Fleet to use all Customer-Provided Data as contemplated by this Agreement; (b) Customer will ensure that Customer’s, and all Customer End Users’, configuration and use of the Safe Fleet V&T Offerings, including the Software Services, and all Customer Data (and all use thereof by Customer and/or Customer End Users), complies with all applicable Laws and all rules, regulations, and standards applicable to Customer, and does not infringe, misappropriate, or violate any right, including any intellectual property, proprietary, privacy, contractual, statutory, constitutional, or any other right, of any third party; (c) Customer will maintain all necessary computer equipment and Internet connections for use of the Software Services; (d) If Customer becomes aware of any violation of this Agreement by any Customer End User, Customer will immediately terminate that Customer End User’s access to the Software Services and shall promptly notify Safe Fleet of same; (e) Customer will maintain the security of all user credentials, including all Customer End User user names and passwords, and security and access to the Software Services via Customer systems or facilities and/or to all Customer Data. Customer shall promptly notify Safe Fleet if Customer learns or believes that an unauthorized party may be using Customer’s account or Customer Data, or that account information may have been lost or stolen.

**Customer Data After Termination – Applicable to Software Services Only.** Safe Fleet will not delete Customer Data before the 90th day following expiration or earlier termination of the License Term. Safe Fleet will have no obligation to provide any Software Service functionality to Customer during this 90-day period other than the ability to retrieve Customer Data. Customer will not incur additional fees if Customer downloads Customer Data from the Software Services during this time. Safe Fleet has no obligation to maintain or provide Customer Data after this 90-day period and, except to the extent (and in such case only for so long as) prohibited by applicable law, Safe Fleet may thereafter delete any or all Customer Data. Upon written request, Safe Fleet will provide written notice that safe Fleet has successfully deleted and removed Customer Data from the Software Services.

**Post-Termination Assistance – Applicable to Software Services Only.** Safe Fleet will provide Customer with the same post-termination data retrieval assistance that Safe Fleet generally makes available to all customers. Requests for Safe Fleet to provide additional assistance in downloading or transferring Customer data, including

requests for Safe Fleet’s data egress service, will result in additional fees, and Safe Fleet does not make any, and hereby disclaims all, express and/or implied representations, warranties, and/or guaranties as to the integrity or readability of Customer Data in any non-Safe Fleet systems.

Customer Sharing of Customer Data – Applicable to Software Services Only. Without limiting any provision of the Ts&Cs: (a) Customer is solely responsible for granting permissions to Customer Data that may be shared via the Software Services, and Safe Fleet will have no responsibility or liability for sharing with, or disclosure to, third parties of Customer Data due to any error, typo, oversight, or other act or omission of Customer (including, for example, any error by Customer in entering a recipient’s email address); and (b) Customer is solely responsible for complying with all applicable Laws, standards, policies, and guidelines in connection with its use sharing of Customer Data with, or granting of access to Customer Data to, third parties via the Software Services, and Safe Fleet will have no responsibility or liability for any violation or breach of any of the foregoing due to any act or omission of Customer (including, for example, any violation of privacy laws or standards caused by Customer’s sharing of Customer Data with an inappropriate third party or Customer’s inappropriate sharing of protected Customer Data).

The warranties applicable to the products, services, and other matters set forth herein are available at <https://www.safefleet.net/product-and-service-warranties> (the “Warranty Documentation”). Notwithstanding any other provision in this Agreement, the Warranty Documentation sets forth the sole warranties with respect to the products, services, and other matters set forth herein, and Safe Fleet hereby expressly disclaims all other representations and warranties, express or implied.

IN WITNESS WHEREOF, the Parties have caused this Agreement to Purchase to be executed and delivered by their respective authorized representatives whose signatures appear below.

COBAN Technologies, Inc.

Rollingwood Police Department

Signature:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Title:

\_\_\_\_\_

Dated:

\_\_\_\_\_

Dated:

\_\_\_\_\_

Purchase Order

\_\_\_\_\_



Quote: Q-48364  
 Contract: Not Applicable  
 Date: 7/13/2023 3:27 PM  
 Expires On: 9/11/2023

COBAN Technologies, Inc.  
 9411 S. Sam Houston Parkway W. #300  
 Missouri City, Texas 77489  
 United States

Phone: (281) 925-0488  
 Fax: (281) 925-0535  
 Email: SFLE-Sales@safefleet.net

Ship To  
 Greg Duarte  
 Rollingwood Police Department  
 403 Nixon Drive  
 Rollingwood Texas 78746-5512  
 United States  
 512-328-1900  
 gduarte@rollingwoodtx.gov

Bill To  
 Rollingwood Police Department  
 403 Nixon Dr  
 Rollingwood Texas 78746  
 United States

End User

SALESPERSON	EXT	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Richard Alley	x	richard.alley@safefleet.net		Net 30

Focus X2 Body Camera / 3-Year Plan

- Includes 3-Year Softyware/Hardware Coverage
- Includes Free Replacement Camera at the End of 24Mos
- DVMS Back Office Software

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0363532	FOCUS-11-00	FOCUS X2 BODY WORN CAMERA PACKAGE Includes: - FOCUS X2 Body Worn Camera - Single Office Dock & Power Supply - USB Cable - Magnetic Uniform Mount	USD 595.00	10	USD 5,950.00
QL-0363533	WARR-X1-TSP3	BWC 3-YEAR TECHNOLOGY SERVICE PLAN Includes: • 3-year Software Right To Use license, Maintenance, and Technical Support • 3-year Hardware Warranty and Technical Support • Replacement camera at the end of 24 months • 5% Spare Cameras (minimum purchase of 20 BWC)	USD 960.00	10	USD 9,600.00
QL-0363535	WLIC-221	COBAN DVMS BWC SOLUTION <b>**Included in Above**</b> • Per Active Device • Software License with First Year Technical Support	USD 0.00	10	USD 0.00
QL-0363534	LFEE-054	SHIPPING	USD 15.00	10	USD 150.00
<b>Focus X2 Body Camera / 3-Year Plan TOTAL:</b>					USD 15,700.00

Optional 5-Year Plan

- Optional Item for Consideration - Not Included in Final Price - Dept to Advise
- Includes 5-Year Software/Hardware Coverage

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0363536	WARR-X1-TSP5	BODY WORN CAMERA 5-YEAR TECHNOLOGY SERVICE PLAN Includes: • 5-year Software Right To Use license, Maintenance, and Technical Support • 5-year Hardware Warranty and Technical Support • Replacement camera at the end of 24 and 48 months • 5% Spare Cameras (minimum purchase of 20 BWC)	USD 1,395.00	1	USD 1,395.00
QL-0363537	WLIC-221	COBAN DVMS BWC SOLUTION <b>**Include in Above**</b> • Per Active Device • Software License with First Year Technical Support	USD 0.00	10	USD 0.00
<b>Optional 5-Year Plan TOTAL:</b>					USD 1,395.00

<b>TOTAL:</b> USD 15,700.00
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**Terms & Conditions**

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9411 S Sam Houston Pkwy W. #300 Missouri City, Texas 77489

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Ts&Cs and/or any Additional Terms), this Quote shall prevail and control; Customer and Safe Fleet intend this Quote to be, and this Quote shall be deemed to be, an amendment to any Conflicting Provision of the Accompanying Agreement. In the event of any Conflict between any Provision of any Additional Terms and any Provision of the Ts&Cs, the Additional Terms shall control.

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requests for Safe Fleet’s data egress service, will result in additional fees, and Safe Fleet does not make any, and hereby disclaims all, express and/or implied representations, warranties, and/or guaranties as to the integrity or readability of Customer Data in any non-Safe Fleet systems.

Customer Sharing of Customer Data – Applicable to Software Services Only. Without limiting any provision of the Ts&Cs: (a) Customer is solely responsible for granting permissions to Customer Data that may be shared via the Software Services, and Safe Fleet will have no responsibility or liability for sharing with, or disclosure to, third parties of Customer Data due to any error, typo, oversight, or other act or omission of Customer (including, for example, any error by Customer in entering a recipient’s email address); and (b) Customer is solely responsible for complying with all applicable Laws, standards, policies, and guidelines in connection with its use sharing of Customer Data with, or granting of access to Customer Data to, third parties via the Software Services, and Safe Fleet will have no responsibility or liability for any violation or breach of any of the foregoing due to any act or omission of Customer (including, for example, any violation of privacy laws or standards caused by Customer’s sharing of Customer Data with an inappropriate third party or Customer’s inappropriate sharing of protected Customer Data).

The warranties applicable to the products, services, and other matters set forth herein are available at [https://www.safefleet.net/ product-and-service-warranties](https://www.safefleet.net/product-and-service-warranties) (the “Warranty Documentation”). Notwithstanding any other provision in this Agreement, the Warranty Documentation sets forth the sole warranties with respect to the products, services, and other matters set forth herein, and Safe Fleet hereby expressly disclaims all other representations and warranties, express or implied.

IN WITNESS WHEREOF, the Parties have caused this Agreement to Purchase to be executed and delivered by their respective authorized representatives whose signatures appear below.

COBAN Technologies, Inc.

Rollingwood Police Department

Signature:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Title:

\_\_\_\_\_

Dated:

\_\_\_\_\_

Dated:

\_\_\_\_\_

Purchase Order

\_\_\_\_\_

**Exceptional Item Request Form - FY 2023-2024**

**Request # 100-40-3**

**Date:** 7/10/2023

**Requestor:** Staff- Police Department

Allocating Additional Funds To:	
Fund Name & No.	100- General Fund
Department Name & No.	40- Police
Line Item No. & Description or NEW Line Item Description	5300: Computer Software and Support

**Item Description:**

Retrofit upgrade and TraffiCloud Service

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**Description of Benefit from Purchase (Improved Service, Lower Cost, etc.)**

The Police Department is currently using the included version of software which does not allow the ability to pull data remotely. This version only has limited reporting capabilities. This request is to retrofit one of our speed signs which is currently being utilized on the speed trailer. This retrofit will allow the install and implementation of the TraffiCloud software which will allow detailed reporting and mapping along with remote access. TraffiCloud is invoiced as a 12 month subscription.

<b>Number of Items or Units:</b>	<u>1</u>
<b>Cost Per Item or Unit:</b>	<u>\$ 772.40</u>
<b>Additional Cost Per Item (Including ongoing maintenance):</b>	<u>\$ 1,500.00 (Recurring Annual)</u>
<b>Total Cost:</b>	<u><b>\$ 2,272.40</b></u>

When Balance Offset Is Needed

Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Total Amount Saved: <u>\$ -</u>	

Please attach any quotes or backup to support this Exceptional Item Request.



All Traffic Solutions Inc.  
 14201 Sullyfield Circle,  
 Ste 300  
 Chantilly, VA 20151  
 Phone: 814-237-9005  
 Fax: 814-237-9006  
 DUNS #: 001225114  
 Tax ID: 25-1887906  
 CAGE Code: 34FQ5

**QUOTE Q-76616**

**DATE:** 05/04/2023

**PAGE NO:** 1

**Mail Purchase Orders to:**

3100 Research Dr.  
 State College, PA  
 16801

**Questions contact:**  
**MANUFACTURER:**  
**All Traffic Solutions**

Michael Current  
 X  
 mcurrent@alltrafficsolutions.com

**Independent Sales Rep:**

Contract:  
**TX-BuyBoard608-20**

**BILL TO:**

Rollingwood Police Department-TX  
 403 Nixon Dr  
 Rollingwood TX 78746

**SHIP TO:**

Rollingwood Police Department-TX  
 403 Nixon Dr  
 Rollingwood TX 78746  
 Attn: Kristal Munoz

Billing Contact:

**PAYMENT**

**TERMS:**  
 Net 30

**CUSTOMER:**

Rollingwood Police  
 Department-TX

**CONTACT:**

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4001082	Retrofit upgrade for SpeedAlert Basic Speed Display - SA18B and SA24B - to leverage web platform and add camera. Add TrafficCloud Service separately.	1	\$800.00	\$800.00
4060071	Shipping Charge, SA/iA/Sh18 3-way, flat-rate	1	\$170.00	\$170.00
4000647	App, Traffic Suite (12mo); Equip Mgmt, Reporting, Image Mgmt, Alerts, Mapping and PremierCare	1	\$1,500.00	\$1,500.00
4000874	All Options Activation: Bluetooth, Traffic Data, Violator Alert, Pictures, (\$3000 Value, requires Traffic or Message Suite)	1	\$0.00	\$0.00
4001190	Discount - New Purchase	1	(\$197.60)	(\$197.60)

Special Notes:

**SALES AMOUNT:** \$2,272.40

**TOTAL USD:** \$2,272.40

**Duration:** This quote is good for 60 days from date of issue.

**Shipping Notes:** All shipments shall be FOB shipper. Shipping charges shall be additional unless listed on quote.

**Taxes:** Taxes are not included in quote. Please provide a tax-exempt certificate or sales tax will be applied.

**Warranty:** Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R

Authorization: By Signing below, I indicate that my organization does not require a purchase order and I am authorized to commit my organization to this order.

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

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Exceptional Item Request Form - FY 2023-2024**

**Request # 100-40-4**

**Date:** 7/10/2023

**Requestor:** Staff- Police Department

Allocating Additional Funds To:	
Fund Name & No.	100- General Fund
Department Name & No.	40- Police
Line Item No. & Description or NEW Line Item Description	5106: Citation Material

**Item Description:**

Implementation of Tyler eCitation software to include hardware and training

**Description of Benefit from Purchase (Improved Service, Lower Cost, etc.)**

The Police Department is currently issuing paper citation which requires manual input into our Records Management System along with manual input by Municipal Court. This request will allow for ability to interface the eCitations to our current RMS along with Municipal Court. Included are 3 rugged ticket writers along with 3 printers. This hardware is covered by a 5 year warranty.

<b>Number of Items or Units:</b>	<u>1</u>
<b>Cost Per Item or Unit:</b>	\$ 22,584.00
<b>Additional Cost Per Item (Including ongoing maintenance):</b>	\$ 1,530.00
<b>Total Cost:</b>	<b>\$ 24,114.00</b>

<u>When Balance Offset Is Needed</u>	
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Total Amount Saved: \$ _____	

Please attach any quotes or backup to support this Exceptional Item Request.



## INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 13,000
Third-Party Products	\$ 9,584
Other Cost	\$ 0
Travel	
<b>Total One-Time Cost</b>	<b>\$ 22,584</b>
Annual Recurring Fees/SaaS	\$ 1,530
Tyler Software Maintenance	\$ 0



Quoted By:  
 Quote Expiration:  
 Quote Name:

James Mulvey  
 8/9/21

**Sales Quotation For:**

City of Rollingwood Police Department  
 403 Nixon Dr  
 Rollingwood, TX 78746  
 Phone: +1 (512) 328-1900

**Shipping Address:**

City of Rollingwood Police Department  
 403 Nixon Dr ATTN: Kristal Muñoz  
 Rollingwood, TX 78746

**Annual / SaaS**

Description	Quantity	Fee	Discount	Annual
<b>Enforcement Mobile</b>				
License				
REF License - Android [3]	3	\$ 510	\$ 0	\$ 1,530
<b>Interface</b>				
Interface: Records Pro	1	\$ 0	\$ 0	\$ 0
CMS - Municipal Justice	1	\$ 0	\$ 0	\$ 0
<b>TOTAL</b>				<b>\$ 1,530</b>

**Services**

Description	Quantity	Unit Price	Discount	Total	Maintenance
<b>Enforcement Mobile</b>					
Set Up & Config	1	\$ 10,000	\$ 0	\$ 10,000	\$ 0

Project Management	1	\$ 1,500	\$ 0	\$ 1,500	\$ 0
4 hours (one half day) of remote End User Training	3	\$ 500	\$ 0	\$ 1,500	\$ 0
<b>TOTAL</b>				<b>\$ 13,000</b>	<b>\$ 0</b>

### Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
<b>Enforcement Mobile</b>					
TC720L-0ME24B0-FT / Zebra EVM, HH, TC72, TAA Compliant, no cellular	3	\$ 1,629	\$ 4,887	\$ 0	\$ 0
Z1AE-TC72XX-5C00 / Zebra EVM, Warranty, TC72, 5 year	3	\$ 531	\$ 1,593	\$ 0	\$ 0
CRD-TC7X-SE5EU1-01 / Zebra EVM, TC7X, 5 Bay Ethernet Cradle	1	\$ 560	\$ 560	\$ 0	\$ 0
CBL-DC-382A1-01 / Zebra EVM, TC7X, MC67, US DC Line Cord, Multi-Slot CRD	1	\$ 24	\$ 24	\$ 0	\$ 0
PWR-BGA12V108WOWWW / Zebra EVM, TC7X, Power Supply, Multi-Slot CRD	1	\$ 80	\$ 80	\$ 0	\$ 0
23844-00-00R / Zebra EVM, US AC Line Cord, grounded	1	\$ 14	\$ 14	\$ 0	\$ 0
SG-TC7X-STYLUS-03 / Zebra EVM, TC7X Stylus with Tether, 3 pack	1	\$ 48	\$ 48	\$ 0	\$ 0
RJ4230BL / Brother, Printer, Rugged Jet 4, Bluetooth	3	\$ 665	\$ 1,995	\$ 0	\$ 0
LB3834 / Brother, Pocketjet, Rugged Jet, AC Charger	3	\$ 65	\$ 195	\$ 0	\$ 0
RDM02U5 / Brother, Rugged Jet, Paper, Thermal, premium, 36 rolls per case	1	\$ 188	\$ 188	\$ 0	\$ 0
<b>TOTAL</b>			<b>\$ 9,584</b>		<b>\$ 0</b>

### Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 1,530
Total Tyler Services	\$ 13,000	\$ 0
Total Third-Party Hardware, Software, Services	\$ 9,584	\$ 0
<b>Contract Total</b>	<b>\$ 24,114</b>	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

**Comments**

Agency is responsible for paying any applicable state taxes. Contract total does not include tax.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;•Fees for hardware are invoiced upon delivery;•Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.

- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
  - Expenses associated with onsite services are invoiced as incurred.

RETURN POLICY: When Hardware is included, Tyler will accept return of delivered hardware only within thirty (30) days of the date of delivery to you, and only if the hardware is returned sealed in its original packaging. Tyler will not issue any refund or credit for returned hardware that is not sealed in its original packaging and/or returned more than thirty (30) days after the date of delivery to you.

**Exceptional Item Request Form - FY 2023-2024**

**Request # 100-40-5**

**Date:** 7/10/2023

**Requestor:** Staff- Police Department

Allocating Additional Funds To:	
Fund Name & No.	100- General Fund
Department Name & No.	40- Police
Line Item No. & Description or NEW Line Item Description	5300: Computer Software & Support

**Item Description:**

Meraki Firewall Replacement

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**Description of Benefit from Purchase (Improved Service, Lower Cost, etc.)**

Replacement of current SonicWall to Meraki Firewall. SonicWall's support is ending 2/2024 and will be end of life 4/2024. Meraki Firewall is CJIS compliant.

<b>Number of Items or Units:</b>	<u>1</u>
<b>Cost Per Item or Unit:</b>	\$ <u>12,500.00</u>
<b>Additional Cost Per Item (Including ongoing maintenance):</b>	\$ <u>3,625.00</u> Labor cost
<b>Total Cost:</b>	<b>\$ <u>16,125.00</u></b>

<u>When Balance Offset Is Needed</u>	
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Total Amount Saved: \$ <u>          -</u>	

Please attach any quotes or backup to support this Exceptional Item Request.

Rollingwood PD - Budget Overview 2023 - 24

6/26/2023 11:04 <- Last updated

What	Inventory Info	Why / Notes	Budget Meeting Notes	Estimated Labor Hrs	Estimated Labor Cost	Estimated HW Cost	Estimated Svc, SW or Lic Cost	Estimated TOTAL
				fill in	calculation	fill in	fill in	calculation
<b>REPAIR &amp; REPLACE</b>								
PC Replacement - 4+ year old machines		4 Machines to replace this year - Office1, SGT, Patrol03, Chiefbrady	Replace with Laptops and Docks	16	\$2,320.00	\$7,200.00		\$9,520.00
Meraki Firewall Replacement		Convert to Meraki - Away from SonicWall (CJIS push)		25	\$3,625.00	\$12,500.00		\$16,125.00
Misc		Printers / UPS / unpredictable...		10	\$1,450.00	\$2,500.00		\$3,950.00
<b>APPROVED SPECIAL PROJECTS</b>								
<b>LICENSING &amp; WARRANTY RENEWAL (Univista to send a quote approximately 30 days prior to due date)</b>								
RMS Support						\$5,500.00		\$5,500.00
SonicWALL Support & Services	TZ400 - Serial - 18B169B73714	Expires: 02/2024					\$850.00	\$850.00
COBAN Maintenance		Yearly from SafeFleet				\$2,000.00		\$2,000.00
<b>UNIVISTA CONTRACT SERVICES</b>								
Comprehensive Contract		CURRENT - 4 Server, 12 Workstation, 4 Network Devices, 12 Spam filtering OLD - 3 Server, 11 Workstation, 4 Network Devices, 12 Spam filtering	Vendor cost increase plus new PC and Server (10%)				\$3,300.00	\$39,600.00
Potential Inventory System							\$50.00	\$600.00
<b>OPTIONAL SPECIAL PROJECTS</b>								
NOTE: Standard Hourly Labor Rate can be lowered with signed contract								
TLETS Automate Updates					\$525.00	\$140.00		\$665.00
<b>Fiscal Year = October - September</b>								
TOTAL without Optional Projects =				51	\$7,395.00	\$29,700.00	\$850.00	\$78,145.00
TOTAL including Optional Projects =				51	\$7,920.00	\$29,840.00	\$4,200.00	\$78,810.00

Rollingwood City Council  
Budget Action Request  
Department Worksheet

Date: July 2023

WORKING DRAFT

Fund Name and Number: General Fund - 100

Dept Name and Number: 50 - Court

Line Item	Description From Budget	2020-2021 Budget	2021-2022 Budget	2022-2023 Budget	Proposed 2023-2024 Budget	Percent Increase (Decrease)	Comments
5000	Salary	\$ 41,688	\$ 43,356	\$ 45,228	\$ 40,000	-12%	
5006	Overtime/Planned Overtime				\$ -		New line item this year. Breaking out salaries.
5007	Stipends/Certifications				\$ 627		New line item this year. Breaking out salaries.
5010	Training	\$ 500	\$ 1,000	\$ 1,000	\$ 1,000	0%	
5020	Health Insurance	\$ 986	\$ 833	\$ 900	\$ 1,100	22%	Actual
5030	Workers Comp. Insurance	\$ 1,000	\$ 1,000	\$ 500	\$ 700	40%	Actual
5035	Social Security/Medic. Tax	\$ 4,566	\$ 3,317	\$ 3,460	\$ 3,108	-10%	7.65% of salary related line items
5040	Unemployment Comp. Ins.	\$ 100	\$ 576	\$ 200	\$ 200	0%	Actual
5050	TMRS Exp.	\$ 4,879	\$ 5,203	\$ 5,427	\$ 5,282	-3%	13% of salary related line items
<b>Total Personnel Expenses</b>		<b>\$ 53,719</b>	<b>\$ 55,284</b>	<b>\$ 56,715</b>	<b>\$ 52,016</b>	<b>-8%</b>	
5103	Printing & Reproduction	\$ 625	\$ 1,100	\$ 1,100	\$ 1,000	-9%	
5110	Postage	\$ 250	\$ 250	\$ 250	\$ 250	0%	
5120	Subscriptions & Memberships	\$ 100	\$ 100	\$ 100	\$ 100	0%	
5125	Travel	\$ 50	\$ 50	\$ 100	\$ 50	-50%	
5140	Telephone	\$ 1,000	\$ 1,500	\$ 1,500	\$ 1,500	0%	
5158	Office Supplies	\$ 250	\$ 250	\$ 250	\$ 750	200%	
<b>Total Supplies &amp; Operations Expense</b>		<b>\$ 2,275</b>	<b>\$ 3,250</b>	<b>\$ 3,300</b>	<b>\$ 3,650</b>	<b>11%</b>	
5201	Collection Agency Fees	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	0%	
5206	Court Credit Card Fees	\$ 9,000	\$ 9,000	\$ 5,000	\$ 5,000	0%	
5210	Legal Services	\$ 20,000	\$ 15,000	\$ 10,000	\$ 10,000	0%	Historical use
5212	Presiding Judge Expense	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	0%	
5213	Interpreter Fees	\$ 600	\$ 900	\$ 1,100	\$ 900	-18%	
<b>Total Contractual Services</b>		<b>\$ 48,600</b>	<b>\$ 43,900</b>	<b>\$ 35,100</b>	<b>\$ 34,900</b>	<b>-1%</b>	
5300	Computer Software & Support	\$ -	\$ 800	\$ 1,600	\$ -	-100%	Budgeted in Court Technology this year
<b>Total Miscellaneous/Other Expenses</b>		<b>\$ -</b>	<b>\$ 800</b>	<b>\$ 1,600</b>	<b>\$ -</b>	<b>-100%</b>	
<b>TOTAL EXPENDITURES</b>		<b>\$ 104,594</b>	<b>\$ 103,234</b>	<b>\$ 96,715</b>	<b>\$ 90,566</b>	<b>-6%</b>	
		2020-2021	2021-2022	2022-2023	2023-2024		

Request For New/ Modifications of Line Item Descriptions

New Line Item:

Exceptional Line Item Requests for Current Budget Cycle by Priority Level

<u>New Line Items</u>	<u>Description</u>	<u>Requested Amount</u>	<u>Comments</u>
Total Exceptional Items Requested: \$ -			

Total Budget Allocation Requested: \$ 90,566.48  
Total Exceptional Items Requested: \$ -

**Grand Total Budget Request for Department: \$ 90,566.48**

Increase (Decrease) from Previous Budget Cycle (\$) \$ (6,148.83)  
Increase (Decrease) from Previous Budget Cycle (%) -6%

Rollingwood City Council  
Budget Action Request  
Department Worksheet

Date: July 2023

WORKING DRAFT

Fund Name and Number: General Fund - 100

Dept Name and Number: 55 - Parks

Line Item	Description From Budget	2020-2021 Budget	2021-2022 Budget	2022-2023 Budget	Proposed 2023-2024 Budget	Percent Increase (Decrease)	Comments
5000	Salary	\$ 37,556	\$ 39,982	\$ 36,930	\$ 36,930	0%	Salary, on call pay, and cert pay
5006	Overtime/Planned Overtime				\$ -		New line item this year. Breaking out salaries.
5007	Stipends	\$ -	\$ -	\$ -	\$ 1,180		New line item this year. Breaking out salaries.
5010	Training	\$ -	\$ -	\$ 3,000	\$ 3,000	0%	Certified Playground Safety Inspector, Oak Wilt
5020	Health Insurance	\$ 4,096	\$ 3,331	\$ 4,853	\$ 3,100	-36%	Actual
5030	Workers Comp. Insurance	\$ 500	\$ 500	\$ 1,020	\$ 1,000	-2%	Actual
5035	Social Security/Medicare Tax	\$ 2,873	\$ 3,059	\$ 2,825	\$ 2,915	3%	7.65% of salary related line items
5040	Unemployment Comp. Ins.	\$ 57	\$ 122	\$ 45	\$ 45	0%	Actual
5050	TX Mun. Retire. System Exp.	\$ 4,338	\$ 4,798	\$ 4,432	\$ 4,954	12%	13% of salary related line items
<b>Total Personnel Expenses</b>		<b>\$ 49,420</b>	<b>\$ 51,792</b>	<b>\$ 53,105</b>	<b>\$ 53,125</b>	<b>0%</b>	
5103	Printing & Reproduction	\$ 500	\$ 500	\$ 500	\$ 250	-50%	
5130	Utilities	\$ 500	\$ 10,000	\$ 2,500	\$ 12,000	380%	Water to be included upcoming year
5145	Uniforms & Accessories				\$ 1,000		New line item request
5158	Office Supplies	\$ 100	\$ 250	\$ 250	\$ 250	0%	
5159	City Event Supplies				\$ 500		New Line Item Request: 4th of July, National Night Out & Halloween
5164	Equipment Maint. & Repairs	\$ 1,000	\$ 2,000	\$ 3,000	\$ 1,500	-50%	Cost of parts going up
5171	Equipment	\$ 3,500	\$ 2,500	\$ 8,000	\$ 3,500	-56%	
5172	Safety Equipment				\$ 375		New Line Item - Safety Equipment
5190	Materials	\$ 3,000	\$ 4,000	\$ 6,500	\$ 10,500	62%	Trees and flower beds, bed mulch, irrigation, fertilizer, Ant & Weed control, crushed granite (Reclassified \$4,000 from Improvements to existing park assets.)
5191	Maintenance	\$ 2,500	\$ 7,000	\$ 8,000	\$ 6,000	-25%	
5195	Vehicle Operations - Fuel	\$ 1,500	\$ 1,000	\$ 2,000	\$ 3,000	50%	Proration of fuel to be charged to parks.
5196	Vehicle Maint. & Repair	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	0%	Repair of gator - Cost of parts going up
5198	Fieldhouse Maint. & Supplies - Janitorial	\$ 8,500	\$ 13,000	\$ 9,000	\$ 9,000	0%	Split Fieldhouse/City Hall Janitorial Contract with 100-10 (\$6,000) + remaining balance for other fieldhouse maintenance
<b>Total Supplies &amp; Operations Expenses</b>		<b>\$ 22,100</b>	<b>\$ 41,250</b>	<b>\$ 40,750</b>	<b>\$ 48,875</b>	<b>20%</b>	
5255	Vehicle Insurance	\$ 1,500	\$ 1,500	\$ 600	\$ 600	0%	Actual
<b>Total Miscellaneous/Other Expenses</b>		<b>\$ 1,500</b>	<b>\$ 1,500</b>	<b>\$ 600</b>	<b>\$ 600</b>	<b>0%</b>	
5300	Computer Software & Support	\$ 500	\$ 500	\$ 500	\$ 500	0%	
5350	Tools	\$ -	\$ -	\$ 1,000	\$ 1,000	0%	Hand tools needed for dept.
<b>Total Miscellaneous/Other Expenses</b>		<b>\$ 500</b>	<b>\$ 500</b>	<b>\$ 1,500</b>	<b>\$ 1,500</b>	<b>0%</b>	
5414	Computers	\$ -	\$ -	\$ -	\$ 500		New Line Item (Broken out Streets, Parks, Water, Wastewater)
5455	Improvements to Exist. Park Assets	\$ 5,000	\$ 5,000	\$ 5,000	\$ 1,000	-80%	Partial reclass to Materials. This item also used for expenditure items from RCDC as needed.
5456	Plants for Park and Entrances	\$ 2,000	\$ -	\$ -	\$ 2,000		
5494	Veh. Financing Note - Debt Serv.		\$ 785	\$ 785	\$ 785	0%	
5495	Vehicles	\$ -	\$ -	\$ 2,700		-100%	
<b>Total Capital Outlays</b>		<b>\$ 7,000</b>	<b>\$ 5,785</b>	<b>\$ 8,485</b>	<b>\$ 3,785</b>	<b>-55%</b>	
5512	Playground Mulching & Maintenance	\$ 5,000	\$ 6,500	\$ 8,000	\$ 8,500	6%	Additional park use/Increase in materials
<b>Other Non-Departmental</b>		<b>\$ 5,000</b>	<b>\$ 6,500</b>	<b>\$ 8,000</b>	<b>\$ 8,500</b>	<b>6%</b>	
<b>TOTAL EXPENDITURES</b>		<b>\$ 85,520</b>	<b>\$ 107,327</b>	<b>\$ 112,440</b>	<b>\$ 116,385</b>	<b>4%</b>	

2020-2021      2021-2022      2022-2023      2023-2024

Request For New/ Modifications of Line Item Descriptions

New Line Item:

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Exceptional Line Item Requests for Current Budget Cycle by Priority Level

<u>New Line Items</u>	<u>Description</u>	<u>Requested Amount</u>	<u>Comments</u>
5171 - Equipment Purchase	Chipper	\$ 27,500	Split between Streets, Parks

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Total Exceptional Items Requested: \$ 27,500

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Total Budget Allocation Requested: \$ 116,385  
Total Exceptional Items Requested: \$ 27,500

**Grand Total Budget Request for Department: \$ 143,885**

Increase (Decrease) from Previous Budget Cycle (\$) \$ 31,445  
Increase (Decrease) from Previous Budget Cycle (%) 28%

Rollingwood City Council  
 Budget Action Request  
 Department Worksheet

Date: July 2023

WORKING DRAFT

Fund Name and Number: 100 General Fund

Dept Name and Number: 65 - Public Works

Line Item	Description From Budget	2020-2021 Budget	2021-2022 Budget	2022-2023 Budget	Proposed 2023-2024 Budget	Percent Increase (Decrease)	Comments
5130	Utilities	\$ 6,000	\$ 6,000	\$ 6,000	\$ 7,000	17%	Utilities Tracking High
5140	Telephone	\$ 300	\$ 300	\$ 300	\$ 300	0%	
5158	Office Supplies	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	0%	
<b>Total Supplies &amp; Operations Expenses</b>		<b>\$ 7,300</b>	<b>\$ 7,300</b>	<b>\$ 7,300</b>	<b>\$ 8,300</b>	<b>14%</b>	
5258	ACL Event	\$ -	\$ 10,500	\$ 10,500	\$ 10,500	0%	Reimbursed by Austin
<b>Total Miscellaneous/Other Expenses</b>		<b>\$ -</b>	<b>\$ 10,500</b>	<b>\$ 10,500</b>	<b>\$ 10,500</b>	<b>0%</b>	
5381	Animal Control/Disposal	\$ 250	\$ 250	\$ 250	\$ 250	0%	
<b>Total Miscellaneous/Other Expenses</b>		<b>\$ 250</b>	<b>\$ 250</b>	<b>\$ 250</b>	<b>\$ 250</b>	<b>0%</b>	
5515	Maintenance Building	\$ 9,000	\$ 9,000	\$ 9,000	\$ 7,500	-17%	Air Filters, Pest Control, HVAC Maintenance
<b>Total Non-Departmental Expenses</b>		<b>\$ 9,000</b>	<b>\$ 9,000</b>	<b>\$ 9,000</b>	<b>\$ 7,500</b>	<b>-17%</b>	
<b>TOTAL EXPENDITURES</b>		<b>\$ 16,550</b>	<b>\$ 27,050</b>	<b>\$ 27,050</b>	<b>\$ 26,550</b>	<b>-2%</b>	
		2020-2021	2021-2022	2022-2023	2023-2024		

Request For New/ Modifications of Line Item Descriptions

New Line Item:

Exceptional Line Item Requests for Current Budget Cycle by Priority Level

<u>New Line Items</u>	<u>Description</u>	<u>Requested Amount</u>	<u>Comments</u>
5180 - Signs & Barricades	25 MPH Street Signs	\$	Requested at 6/21 City Council Meeting
Total Exceptional Items Requested:		\$	2,900

Total Budget Allocation Requested: \$ 26,550.00  
 Total Exceptional Items Requested: \$ 2,900.00  
**Grand Total Budget Request for Department: \$ 29,450.00**  
 Increase (Decrease) from Previous Budget Cycle (\$) \$ 2,400.00  
 Increase (Decrease) from Previous Budget Cycle (%) 9%

**Exceptional Item Request Form - FY 2023-2024**

**Request # 100-65-1**

**Date:** 7/12/2023

**Requestor:** Staff

Allocating Additional Funds To:	
Fund Name & No.	General Fund (100 )
Department Name & No.	Public Works (65)
Line Item No. & Description or NEW Line Item Description	5180 - Signs and Barricades

**Item Description:**

The City Council approved a city-wide speed limit of 25 MPH in June 2023. This item is to replace the city wide speed limit signs with 25 MPH signs, as well as add additional signs in areas of need. Currently there are 8 25 MPH signs (park zone) and 20 30 MPH signs throughout the city. This item also includes an estimate for posts, anchors, and supporting hardware replacements so that signs can be installed and be in compliance with Texas Manual on Uniform Traffic Control Devices

(TMUTCD).

40 signs: \$1,960.00 (\$49.00 each)

20 signs (currently existing) + 20 Additional signs = \$1,960.00

Estimated Pole Replacements: 15 at \$56.35 each = \$845.12

Total: \$2,900

**Description of Benefit from Purchase (Improved Service, Lower Cost, etc.)**

Consistent speed limit across the city, additional signage where needed.

**Number of Items or Units:** \_\_\_\_\_

**Cost Per Item or Unit:** \_\_\_\_\_

**Additional Cost Per Item (Including ongoing maintenance):** \_\_\_\_\_

**Total Cost:** \$ 2,900.00

<u>When Balance Offset Is Needed</u>	
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Offset Savings From Fund/Dept./Line Item No.: _____	saved amount: _____
Total Amount Saved: <u>\$ -</u>	

Please attach any quotes or backup to support this Exceptional Item Request.



# Quote

Centerline Supply, Inc.  
 9201 Brown Ln BLDG 4 - #152  
 Austin, TX 78754  
 United States  
 P: (737) 800-9905

**Quote Number:** QTE0025978

**Quote Date:** 07/12/23

**Prepared By:** alopez

**Sales Rep:** ALOPEZ

**BILL TO:**

ROLLINGWOOD, CITY OF  
 403 NIXON DR  
 ROLLINGWOOD TX 78746

**SHIP TO:**

ISMAEL PARRA  
 ROLLINGWOOD, CITY OF  
 403 NIXON DR  
 ROLLINGWOOD TX 78746

**Notes:**

Customer P.O.	Ship VIA CPU	Terms NET30	Shipping Terms CPU		
Item Number	Ordered	Unit	Price	Extended Price	
90900-QUOTE 24X30 - SPEED LIMIT 25 - HIP - A3	40	EA	\$49.00	\$1,960.00	
30640-010 30N [P] RIVET-3/8" DRIVE / 1" FACING W/BLACK WASHER (ALUMINUM)	80	EA	\$0.80	\$64.00	
30942-003 35S [P] SQUARE POST-2"X3' 12 GA ANCHOR	15	EA	\$15.81	\$237.15	
30941-110 35S [P] SQUARE POST-1 3/4"X10' 14 GALV	15	EA	\$35.29	\$529.35	
30642-010 30N [P] CORNER BOLT/JAM NUT-5/16" X 2-1/2"	15	EA	\$0.98	\$14.70	

Quotations are valid for 30 days from the date of quotation.

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

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

Net Order:	\$2,805.20
Discount %	0%
Less Discount:	\$0.00
Freight:	\$0.00
Sales Tax:	\$0.00
<b>Order Total:</b>	<b>\$2,805.20</b>

WE NOW OFFER CUSTOM VINYL DECALS, FLEET GRAPHICS, WINDOW PRINT FILMS, AND MORE!

**1.5% FINANCE CHARGE FOR INVOICES OVER 30 DAYS. Terms & Conditions Apply.**  
**CENTERLINE SUPPLY, INC. - PHONE (737) 800-9905 - SALES@CLSUSA.COM**

Rollingwood City Council  
Budget Action Request  
Department Worksheet

Date: July 2023  
Fund Name and Number: 200 - Water  
Dept Name and Number: 60 - Non Dept

WORKING DRAFT

Line Item	Description From Budget	2020-2021 Budget	2021-2022 Budget	2022-2023 Budget	2023-2024 Proposed Budget	Percent Increase (Decrease)	Comments
5000	Salary	\$ 222,840	\$ 241,666	\$ 214,195	\$ 205,000	-4%	
5006	Overtime/Planned Overtime	\$ -	\$ -	\$ -	\$ 810		New line item this year. Breaking out salaries.
5007	Stipends				\$ 15,521		New line item this year. Breaking out salaries.
5010	Training	\$ 2,500	\$ 2,500	\$ 3,000	\$ 3,500	17%	New Employees
5020	Health Insurance	\$ 25,398	\$ 21,648	\$ 29,900	\$ 25,000	-16%	Actual
5030	Workers Comp Insurance	\$ 2,300	\$ 2,300	\$ 4,640	\$ 4,600	-1%	Actual
5035	Social Security/Medicare Tax	\$ 17,047	\$ 18,487	\$ 16,386	\$ 16,932	3%	7.65% of salary related line items
5040	Unemployment Comp. Ins.	\$ 307	\$ 664	\$ 300	\$ 250	-17%	Actual
5050	TX Mun. Retire. System Exp.	\$ 26,078	\$ 29,000	\$ 25,703	\$ 28,773	12%	13% of salary related line items
	<b>Total Personnel Expenses</b>	<b>\$ 296,470</b>	<b>\$ 316,265</b>	<b>\$ 294,124</b>	<b>\$ 300,386</b>	<b>2%</b>	
5103	Printing & Reproduction	\$ 250	\$ 250	\$ 250	\$ 250	0%	
5105	Tools & Supplies	\$ 2,500	\$ 1,000	\$ 2,500	\$ -	-100%	Moved to 5350 Tools to be consistent with other departments
5110	Postage	\$ 100	\$ 100	\$ 100	\$ 400	300%	Additional postage for Waterline CIP awareness.
5125	Travel	\$ 1,000	\$ 1,000	\$ 2,000	\$ 2,000	0%	New Employees
5140	Telephone	\$ 500	\$ 500	\$ 700	\$ 500	-29%	Based on Actual
5145	Uniforms & Accessories	\$ 1,000	\$ 2,000	\$ 2,000	\$ 1,000	-50%	
5158	Office Supplies	\$ 300	\$ 300	\$ 300	\$ 500	67%	Increase in supplies
5166	Maintenance & Repairs	\$ 25,000	\$ 25,000	\$ 40,000	\$ 40,000	0%	Year end replenishment of materials and supplies to be kept in inventory
5167	Administrative Fees	\$ 35,000	\$ 35,000	\$ 35,000	\$ 65,000	86%	5% of Water Sales Revenues
5168	Transfer to Utility Billing	\$ -	\$ 62,988	\$ 63,785	\$ 61,000	-4%	Will match 1/2 of total expenses in Utility Billing Department (100-25)
5171	Equipment Purchase	\$ 1,500	\$ 500	\$ 30,500	\$ 3,900	-87%	Last Year - New Skid Steer - 40% Water, 40% wastewater, 20% Streets (Total \$75,000 Exceptional Item). This year additional \$2,400 allocated to GPS Receiver (Split between streets(2,400), water(\$2,400), wastewater(2,400).
5172	Safety Equipment				\$ 375		New Line Item - Safety Equipment
5181	Equipment Rentals	\$ 500	\$ 500	\$ 1,500	\$ 1,500	0%	
5190	Materials	\$ 1,500	\$ 1,500	\$ 1,500	\$ 2,000	33%	Low inventory/ fill, gravel Increase in materials
5193	Meter Replacement	\$ 6,000	\$ 34,500	\$ 34,500	\$ 50,000	45%	No funds anticipated to be spent in 2023. Turnkey cost of electronic meter installation anticipated in 2024 with 10 year payout. Split between Funds 200 and 800.
5194	Fire Hydrant Maint. & Replacement	\$ -	\$ 33,000	\$ 20,000	\$ 12,000	-40%	Replace approximately 2 hydrants per year in conjunction with hydrant testing
5195	Vehicle Operations	\$ 2,500	\$ 4,000	\$ 4,000	\$ 4,000	0%	
5196	Vehicle Maintenance & Repairs	\$ 500	\$ 500	\$ 1,000	\$ 1,500	50%	Inflation
	<b>Total Supplies &amp; Operations Expenses</b>	<b>\$ 78,150</b>	<b>\$ 202,638</b>	<b>\$ 239,635</b>	<b>\$ 245,925</b>	<b>3%</b>	
5210	Legal Services	\$ 10,000	\$ 2,000	\$ 2,000	\$ 1,000	-50%	
5233	Crossroads Contract		\$ 81,000	\$ 81,000	\$ 81,000	0%	Contract
5234	Crossroads Emergency/M&O Repairs		\$ 20,000	\$ 60,000	\$ 80,000	33%	Increase cost of materials
5255	Vehicle Insurance	\$ 1,100	\$ 1,100	\$ 1,000	\$ 1,100	10%	Actual
5270	Engineering Services	\$ 5,000	\$ 30,000	\$ 25,000	\$ 25,000	0%	
5271	Rate Consulting Services	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	0%	
5276	Paying Agent Fees	\$ 200	\$ 200	\$ 200	\$ 400	100%	
5280	Water Purchased	\$ 550,000	\$ 550,000	\$ 550,000	\$ 800,000	45%	Based on Audited Actuals. Increase is offset by audited actual revenue of approx. \$1.5M.
5296	TCEQ	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	0%	Annual fees/permits
5324	Valve, Manhole, GPS & Mapping	\$ 89,400	\$ 5,900	\$ -	\$ -		

5326	Qtrly GIS Map Update				\$ 4,000		New Line Item 50/50 Water/Wastewater ~\$4,000 (See Additional Exceptional Item Below)
<b>Total Contractual Services</b>		\$ 662,700	\$ 697,200	\$ 726,200	\$ 999,500	38%	
5300	Computer Software & Support	\$ 750	\$ 750	\$ 750	\$ 750	0%	
5350	Tools				\$ 3,750		New Line Item Request, Tools and Tool Box
<b>Total Miscellaneous/Other Expenses</b>		\$ 750	\$ 750	\$ 750	\$ 4,500	500%	
5414	Computers	\$ -	\$ -	\$ -	\$ 500		New Line Item (Broken out Streets, Parks, Water, Wastewater)
5494	Veh. Financing Note - Debt Serv	\$ -	\$ 3,138	\$ 3,138	\$ 3,138	0%	
5495	Vehicles	\$ -	\$ -	\$ 7,200		-100%	
<b>Total Capital Outlays</b>		\$ -	\$ 3,138	\$ 10,338	\$ 3,638	-65%	
<b>TOTAL EXPENDITURES</b>		\$ 1,038,070	\$ 1,219,991	\$ 1,271,047	\$ 1,553,949	22%	Re: percentage increase see note on 5280 - Water Purchased

2020-2021      2021-2022      2022-2023      2023-2024

Request For New/ Modifications of Line Item Descriptions

New Line Item:

Exceptional Line Item Requests for Current Budget Cycle by Priority Level

<u>New Line Items</u>	<u>Description</u>	<u>Requested Amount</u>	<u>Comments</u>
5326 - Qtrly GIS Map Updates		\$ 6,000	One time expenditure for plat/easement verifications at \$6,000 out of Unexpended Balance Funds (50/50 Split water/wastewater)
Total Exceptional Items Requested:		\$ 6,000	

Total Budget Allocation Requested: \$ 1,553,949  
Total Exceptional Items Requested: \$ 6,000  
**Grand Total Budget Request for Department: \$ 1,559,949**  
Increase (Decrease) from Previous Budget Cycle (\$) \$ 288,902  
Increase (Decrease) from Previous Budget Cycle (%) 23%

Rollingwood City Council  
 Budget Action Request  
 Department Worksheet

Date: July 2023

Fund Name and Number: 301 - Street Maintenance

Dept Name and Number: 60 - Non Dept.

WORKING DRAFT

Line Item	Description From Budget	2020-2021 Budget	2021-2022 Budget	2022-2023 Budget	2023-2024 Proposed Budget	Percent Increase (Decrease)	Comments
5469	Transfer to Street Department	\$ 88,465	\$ 95,469	\$ 256,115	\$ 150,595	-41%	Match Expenditures in 100-30 Streets. Will increase with exceptional items. Expenditures limited by statute.
	Total Capital Outlays	\$ 88,465	\$ 95,469	\$ 256,115	\$ 150,595	-41%	
	<b>TOTAL EXPENDITURES</b>	<b>\$ 88,465</b>	<b>\$ 95,469</b>	<b>\$ 256,115</b>	<b>\$ 150,595</b>	<b>-41%</b>	
		2020-2021	2021-2022	2022-2023	2023-2024		

Request For New/ Modifications of Line Item Descriptions

New Line Item:

Exceptional Line Item Requests for Current Budget Cycle by Priority Level

<u>New Line Items</u>	<u>Description</u>	<u>Requested Amount</u>	<u>Comments</u>
Total Exceptional Items Requested:		\$ -	

Total Budget Allocation Requested: \$ 150,595  
 Total Exceptional Items Requested: \$ -  
**Grand Total Budget Request for Department: \$ 150,595**  
 Increase (Decrease) from Previous Budget Cycle (\$) \$ (105,520)  
 Increase (Decrease) from Previous Budget Cycle (%) -41%

Rollingwood City Council  
 Budget Action Request  
 Department Worksheet

Date: July 2023

WORKING DRAFT

Fund Name and Number: 310 - Court Security

Dept Name and Number: 50 - Court

Line Item	Description From Budget	2020-2021 Budget	2021-2022 Budget	2022-2023 Budget	2023-2024 Proposed Budget	Percent Increase (Decrease)	Comments
5010	Training	\$ -					
5311	Office Security	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	0%	Reserve Officer
5513	Transfer to Court	\$ -					
<b>Total Miscellaneous/Other Expenses</b>		<b>\$ 1,000</b>	<b>\$ 1,000</b>	<b>\$ 1,000</b>	<b>\$ 1,000</b>	<b>0%</b>	
<b>TOTAL EXPENDITURES</b>		<b>\$ 1,000</b>	<b>\$ 1,000</b>	<b>\$ 1,000</b>	<b>\$ 1,000</b>	<b>0%</b>	
		2020-2021	2021-2022	2022-2023	2023-2024		

Request For New/ Modifications of Line Item Descriptions

New Line Item:

Exceptional Line Item Requests for Current Budget Cycle by Priority Level

<u>New Line Items</u>	<u>Description</u>	<u>Requested Amount</u>	<u>Comments</u>
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Total Exceptional Items Requested: \$ -

Total Budget Allocation Requested: \$ 1,000.00

Total Exceptional Items Requested: \$ -

**Grand Total Budget Request for Department: \$ 1,000.00**

Increase (Decrease) from Previous Budget Cycle (\$) \$ -

Increase (Decrease) from Previous Budget Cycle (%) 0%

Rollingwood City Council  
 Budget Action Request  
 Department Worksheet

Date: July 2023  
 Fund Name and Number: 320-Court Tech  
 Dept Name and Number: 50 - Court

WORKING DRAFT

Line Item	Description From Budget	2020-2021 Budget	2021-2022 Budget	2022-2023 Budget	2023-2024 Proposed Budget	Percent Increase (Decrease)	Comments
5300	Computer Software & Support	\$ 2,500	\$ 2,500	\$ 2,500	\$ 5,000	100%	
<b>Total Miscellaneous/Other Expenses</b>		<b>\$ 2,500</b>	<b>\$ 2,500</b>	<b>\$ 2,500</b>	<b>\$ 5,000</b>	<b>100%</b>	
5414	Computers	\$ 1,500	\$ -	\$ -	\$ 1,500		New Printer and Computer
<b>Total Capital Outlays</b>		<b>\$ 1,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,500</b>		
<b>TOTAL EXPENDITURES</b>		<b>\$ 4,000</b>	<b>\$ 2,500</b>	<b>\$ 2,500</b>	<b>\$ 6,500</b>	<b>160%</b>	<b>Paid for from restricted fund revenues, not Fund 100.</b>
		2020-2021	2021-2022	2022-2023	2023-2024		

Request For New/ Modifications of Line Item Descriptions

New Line Item:

Exceptional Line Item Requests for Current Budget Cycle by Priority Level

<u>New Line Items</u>	<u>Description</u>	<u>Requested Amount</u>	<u>Comments</u>
Total Exceptional Items Requested:		\$ -	

Total Budget Allocation Requested: \$ 6,500.00  
 Total Exceptional Items Requested: \$ -  
**Grand Total Budget Request for Department: \$ 6,500.00**  
 Increase (Decrease) from Previous Budget Cycle (\$) \$ 4,000.00  
 Increase (Decrease) from Previous Budget Cycle (%) 160%

Rollingwood City Council  
Budget Action Request  
Department Worksheet

**Date:** July 2023  
**Fund Name and Number:** 330 - Court Eff.  
**Dept Name and Number:** 50 - Court

**WORKING DRAFT**

Line Item	Description From Budget	2020-2021 Budget	2021-2022 Budget	2022-2023 Budget	2023-2024 Proposed Budget	Percent Increase (Decrease)	Comments
5158	Office Supplies	\$ 100	\$ 100	\$ 100	\$ 100	0%	
<b>Total Supplies &amp; Operations Expenses</b>		<b>\$ 100</b>	<b>\$ 100</b>	<b>\$ 100</b>	<b>\$ 100</b>	<b>0%</b>	
<b>TOTAL EXPENDITURES</b>		<b>\$ 100</b>	<b>\$ 100</b>	<b>\$ 100</b>	<b>\$ 100</b>	<b>0%</b>	
		2020-2021	2021-2022	2022-2023	2023-2024		

Request For New/ Modifications of Line Item Descriptions

New Line Item:

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Exceptional Line Item Requests for Current Budget Cycle by Priority Level

<u>New Line Items</u>	<u>Description</u>	<u>Requested Amount</u>	<u>Comments</u>
Total Exceptional Items Requested:		\$ -	

Total Budget Allocation Requested:	\$	100.00
Total Exceptional Items Requested:	\$	-
<b>Grand Total Budget Request for Department:</b>	<b>\$</b>	<b>100.00</b>
Increase (Decrease) from Previous Budget Cycle (\$)	\$	-
Increase (Decrease) from Previous Budget Cycle (%)		0%

Rollingwood City Council  
Budget Action Request  
Department Worksheet

Date: July 2023

**WORKING DRAFT**

Fund Name and Number: 430 - Debt Service 2014

Dept Name and Number: 60 - Non-Dept.

Line Item	Description From Budget	2020-2021 Budget	2021-2022 Budget	2022-2023 Budget	2023-2024 Proposed Budget	Percent Increase (Decrease)	Comments
5276	Paying Agent Fees	\$ 400	\$ 400	\$ 400	\$ 400	0%	
5298	Bond Principal - Series 2014	\$ 125,000	\$ 130,000	\$ 140,000	\$ 140,000	0%	
5299	Bond Interest - Series 2014	\$ 74,550	\$ 69,550	\$ 58,950	\$ 58,950	0%	
<b>Total Contractual Services</b>		<b>\$ 199,950</b>	<b>\$ 199,950</b>	<b>\$ 199,350</b>	<b>\$ 199,350</b>	<b>0%</b>	
<b>TOTAL EXPENDITURES</b>		<b>\$ 199,950</b>	<b>\$ 199,950</b>	<b>\$ 199,350</b>	<b>\$ 199,350</b>	<b>0%</b>	
		2020-2021	2021-2022	2022-2023	2023-2024		

Request For New/ Modifications of Line Item Descriptions

New Line Item:

Exceptional Line Item Requests for Current Budget Cycle by Priority Level

<u>New Line Items</u>	<u>Description</u>	<u>Requested Amount</u>	<u>Comments</u>
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Total Exceptional Items Requested: \$ -

Total Budget Allocation Requested: \$ 199,350.00

Total Exceptional Items Requested: \$ -

**Grand Total Budget Request for Department: \$ 199,350.00**

Increase (Decrease) from Previous Budget Cycle (\$) \$ -

Increase (Decrease) from Previous Budget Cycle (%) 0%

Rollingwood City Council  
Budget Action Request  
Department Worksheet

Date: July 2023

Fund Name and Number: 450 - Debt Service 2019

Dept Name and Number: 60 - Non-Dept.

**WORKING DRAFT**

Line Item	Description From Budget	2020-2021 Budget	2021-2022 Budget	2022-2023 Budget	2023-2024 Proposed Budget	Percent Increase (Decrease)	Comments
5276	Paying Agent Fees	\$ 400	\$ 400	\$ 400	\$ 400	0%	
5207	Bond Principal - Series 2019	\$ 105,000	\$ 110,000	\$ 115,000	\$ 425,000	270%	Portion of former Fund 440 - Debt Service 2012 (Series B) was refinanced into Fund 450 - Debt Service 2019
5208	Bond Interest - Series 2019	\$ 303,850	\$ 299,650	\$ 295,250	\$ 290,650	-2%	
<b>Total Contractual Services</b>		<b>\$ 409,250</b>	<b>\$ 410,050</b>	<b>\$ 410,650</b>	<b>\$ 716,050</b>	<b>74%</b>	
<b>TOTAL EXPENDITURES</b>		<b>\$ 409,250</b>	<b>\$ 410,050</b>	<b>\$ 410,650</b>	<b>\$ 716,050</b>	<b>74%</b>	
		2020-2021	2021-2022	2022-2023	2023-2024		

Request For New/ Modifications of Line Item Descriptions

New Line Item:

Exceptional Line Item Requests for Current Budget Cycle by Priority Level

<u>New Line Items</u>	<u>Description</u>	<u>Requested Amount</u>	<u>Comments</u>
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Total Exceptional Items Requested: \$ -

Total Budget Allocation Requested: \$ 716,050.00

Total Exceptional Items Requested: \$ -

**Grand Total Budget Request for Department: \$ 716,050.00**

Increase (Decrease) from Previous Budget Cycle (\$) \$ 305,400.00

Increase (Decrease) from Previous Budget Cycle (%) 74%

Rollingwood City Council  
Budget Action Request  
Department Worksheet

Date: July 2023

**WORKING DRAFT**

Fund Name and Number: 460 - Debt Service 2020

Dept Name and Number: 60 - Non-Dept.

Line Item	Description From Budget	2020-2021 Budget	2021-2022 Budget	2022-2023 Budget	2023-2024 Proposed Budget	Percent Increase (Decrease)	Comments
5276	Paying Agent Fees	\$ 400	\$ 240	\$ 240	\$ 240	0%	
5248	Debt Service - Interest Tax Notes	\$ 37,065	\$ 29,050	\$ 24,775	\$ 20,280	-18%	
5249	Debt Service - Principal Tax Notes	\$ 280,000	\$ 285,000	\$ 290,000	\$ 295,000	2%	
<b>Total Contractual Services</b>		\$ 317,465	\$ 314,290	\$ 315,015	\$ 315,520	<b>0%</b>	
<b>TOTAL EXPENDITURES</b>		\$ <b>317,465</b>	\$ <b>314,290</b>	\$ <b>315,015</b>	\$ <b>315,520</b>	<b>0%</b>	
		2020-2021	2021-2022	2022-2023	2023-2024		

Request For New/ Modifications of Line Item Descriptions

New Line Item:

Exceptional Line Item Requests for Current Budget Cycle by Priority Level

<u>New Line Items</u>	<u>Description</u>	<u>Requested Amount</u>	<u>Comments</u>
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Total Exceptional Items Requested: \$ -

Total Budget Allocation Requested: \$ 315,520.00

Total Exceptional Items Requested: \$ -

**Grand Total Budget Request for Department: \$ 315,520.00**

Increase (Decrease) from Previous Budget Cycle (\$) \$ 505.00

Increase (Decrease) from Previous Budget Cycle (%) 0%

Rollingwood City Council  
Budget Action Request  
Department Worksheet

Date: July 2023

**WORKING DRAFT**

Fund Name and Number: 470 - Debt Service 2023

Dept Name and Number: 60 - Non-Dept.

Line Item	Description From Budget	2020-2021 Budget	2021-2022 Budget	2022-2023 Budget	2023-2024 Proposed Budget	Percent Increase (Decrease)	Comments
5276	Paying Agent Fees						
5248	Debt Service - Interest Tax Notes						
5249	Debt Service - Principal Tax Notes						
<b>Total Contractual Services</b>		\$ -	\$ -	\$ -	\$ -		
<b>TOTAL EXPENDITURES</b>		\$ -	\$ -	\$ -	\$ -		
		2020-2021	2021-2022	2022-2023	2023-2024		

Request For New/ Modifications of Line Item Descriptions

New Line Item:

Exceptional Line Item Requests for Current Budget Cycle by Priority Level

<u>New Line Items</u>	<u>Description</u>	<u>Requested Amount</u>	<u>Comments</u>
-----------------------	--------------------	-------------------------	-----------------

Total Exceptional Items Requested: \$ -

Total Budget Allocation Requested: \$ -

Total Exceptional Items Requested: \$ -

**Grand Total Budget Request for Department:** \$ -

Increase (Decrease) from Previous Budget Cycle (\$) \$ -

Increase (Decrease) from Previous Budget Cycle (%) #DIV/0!

Rollingwood City Council  
 Budget Action Request  
 Department Worksheet

Date: July 2023  
 Fund Name and Number: 702 - Drainage  
 Dept Name and Number: 35 - Capital Imp.

WORKING DRAFT

Line Item	Description From Budget	2020-2021 Budget	2021-2022 Budget	2022-2023 Budget	2023-2024 Proposed Budget	Percent Increase (Decrease)	Comments
5221	Nixon Pleasant Drainage Improvements	\$ -	\$ -	\$ -	\$ -		
5222	Hubbard-Hatley-Pickwick Drainage	\$ -	\$ -	\$ -	\$ -		
5270	Engineering Services	\$ 50,000	\$ 50,000	\$ 50,000	\$ 60,000	20%	Updated fee schedule to properly reflect budgetary needs. Pass through revenue reflected in Drainage Fund 702 - Revenues.
	<b>Total Contractual Services</b>	<b>\$ 50,000</b>	<b>\$ 50,000</b>	<b>\$ 50,000</b>	<b>\$ 60,000</b>	<b>20%</b>	
5485	MS-4 Expenditures	\$ 3,000	\$ 5,000	\$ 8,000	\$ 8,000	0%	
5507	Drainage Expenditures - Zone 7	\$ 82,000	\$ -	\$ -			
	<b>Total Capital Outlays</b>	<b>\$ 85,000</b>	<b>\$ 5,000</b>	<b>\$ 8,000</b>	<b>\$ 8,000</b>	<b>0%</b>	
	<b>TOTAL EXPENDITURES</b>	<b>\$ 135,000</b>	<b>\$ 55,000</b>	<b>\$ 58,000</b>	<b>\$ 68,000</b>	<b>17%</b>	
		2020-2021	2021-2022	2022-2023	2023-2024		

Request For New/ Modifications of Line Item Descriptions

New Line Item:

Exceptional Line Item Requests for Current Budget Cycle by Priority Level

<u>New Line Items</u>	<u>Description</u>	<u>Requested Amount</u>	<u>Comments</u>
Total Exceptional Items Requested:		\$ -	
Total Budget Allocation Requested:		\$ 68,000.00	
Total Exceptional Items Requested:		\$ -	
<b>Grand Total Budget Request for Department:</b>		<b>\$ 68,000.00</b>	
Increase (Decrease) from Previous Budget Cycle (\$)		\$ 10,000.00	
Increase (Decrease) from Previous Budget Cycle (%)		17%	

Rollingwood City Council  
Budget Action Request  
Department Worksheet

Date: July 2023

Fund Name and Number: 800 Wastewater

Dept Name and Number: 60 - Non Dept

**WORKING DRAFT**

Line Item	Description From Budget	2020-2021 Budget	2021-2022 Budget	2022-2023 Budget	2023-2024 Proposed Budget	Percent Increase (Decrease)	Comments
5000	Salary	\$ 222,840	\$ 241,666	\$ 214,195	\$ 205,000	-4%	
5006	Overtime/Planned Overtime	\$ -	\$ -	\$ -	\$ 810		New line item this year. Breaking out salaries.
5007	Stipends		\$ -	\$ -	\$ 15,521		New line item this year. Breaking out salaries.
5010	Training	\$ 1,000	\$ 1,000	\$ 2,500	\$ 2,500	0%	
5020	Health Insurance	\$ 25,398	\$ 19,982	\$ 29,900	\$ 25,000	-16%	Actual
5030	Workers Comp Insurance	\$ 2,350	\$ 2,350	\$ 4,640	\$ 4,600	-1%	Actual
5035	Social Security/Medicare Tax	\$ 17,047	\$ 18,487	\$ 16,386	\$ 16,932	3%	7.65% of salary related line items
5040	Unemployment Comp. Ins.	\$ 307	\$ 664	\$ 300	\$ 250	-17%	Actual
5050	TX Mun. Retire. System Exp.	\$ 26,078	\$ 29,000	\$ 25,703	\$ 28,773	12%	13% of salary related line items
<b>Total Personnel Expenses</b>		<b>\$ 295,020</b>	<b>\$ 313,149</b>	<b>\$ 293,624</b>	<b>\$ 299,386</b>	<b>2%</b>	
5103	Printing & Reproduction	\$ 100	\$ 100	\$ 100	\$ 200	100%	
5125	Travel	\$ 500	\$ 500	\$ 2,500	\$ 2,500	0%	
5130	Utilities				\$ 42,500		New Line Item this year: Was coming out of Maintenance & Repairs (5166) - AT&T Lines for lift stations (~\$29,500 per year) + Texas Gas Service for Lift Stations (~\$13,000 per year)
5145	Uniforms & Accessories	\$ 1,000	\$ 1,000	\$ 1,500	\$ 1,500	0%	Additional PW employee
5163	Grinder Pump Maint/Replace	\$ 3,000	\$ 25,000	\$ 25,000	\$ 20,000	-20%	
5166	Maintenance & Repairs	\$ 42,000	\$ 35,000	\$ 47,000	\$ 30,000	-36%	Maintenance of Lift Stations - Need cleaning more than they have been (\$12,000) + \$3,000 for parts to repair and inventory city clean outs + \$15,000 for Generator Maintenance
5167	Administrative Fees	\$ 28,000	\$ 28,000	\$ 28,000	\$ 40,000	43%	5% of Revenues to GF for administration of WW system
5168	Transfer to Utility Billing	\$ -	\$ 62,988	\$ 63,785	\$ 61,000	-4%	Will match 1/2 of total expenses in Utility Billing Department (100-25)
5171	Equipment	\$ -	\$ -	\$ 30,100	\$ 3,900	-87%	Last Year - New Skid Steer - 40% Water, 40% wastewater, 20% Streets (Total \$75,000 Exceptional Item). This year additional \$2,400 allocated to GPS Receiver (Split between streets(2,400), water(\$2,400), wastewater(2,400).
5172	Safety Equipment				\$ 375		New Line Item - Safety Equipment
5193	Meter Replacement	\$ -	\$ 34,500	\$ 34,500	\$ 50,000	45%	No funds anticipated to be spent in 2023. Turnkey cost of electronic meter installation anticipated in 2024 with 10 year payout. Split between Funds 200 and 800.
5195	Vehicle Operations	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	0%	Fuel
<b>Total Supplies &amp; Operations Expenses</b>		<b>\$ 76,600</b>	<b>\$ 189,088</b>	<b>\$ 234,485</b>	<b>\$ 253,975</b>	<b>8%</b>	
5210	Legal Services	\$ 10,000	\$ 2,000	\$ 2,000	\$ 1,000	-50%	
5218	Annual Televising	\$ 18,500	\$ 32,500	\$ 32,500	\$ 32,500	0%	Per K.F Quote - \$130,000 divided into 4 years, 5th year just in case
5233	Crossroads Contract	\$ -	\$ 97,980	\$ 97,980	\$ 97,980	0%	Based on Actual
5234	Crossroads Emergency/M&O Repairs	\$ -	\$ 60,000	\$ 40,000	\$ 40,000	0%	
5240	Insurance - Prop and Gen	\$ 500	\$ 500	\$ 1,450	\$ 450	-69%	Actual
5255	Vehicle Insurance	\$ 1,100	\$ 1,100	\$ 1,000	\$ 1,850	85%	Actual

5270	Engineering Services	\$ 2,500	\$ 30,000	\$ 20,000	\$ 10,000	-50%	
5271	Rate Consulting Services	\$ -	\$ -	\$ -	\$ -		Budgeting for Water in FY 23-24
5290	Wastewater Fees	\$ 230,000	\$ 230,000	\$ 230,000	\$ 270,000	17%	Approx. \$22,500/month (Depends on rainfall) - Trending up this year. Pass through cost.
5292	Industrial Waste Surcharge	\$ 12,000	\$ 12,000	\$ 12,000	\$ 14,100	18%	City of Austin Fixed Charge. Pass through cost.
<b>Total Contractual Services</b>		<b>\$ 274,600</b>	<b>\$ 466,080</b>	<b>\$ 436,930</b>	<b>\$ 467,880</b>	<b>7%</b>	
5300	Computer Software & Support	\$ 3,000	\$ -	\$ 1,000	\$ 1,000	0%	
5323	Lift Station Inspect, EOP Review	\$ 13,000	\$ 1,000	\$ -	\$ -		
5326	Qtrly GIS Map Update				\$ 4,000		New Line Item 50/50 Water/Wastewater ~\$4,000 (See Additional Exceptional Item Below)
5350	Tools	\$ -	\$ -	\$ -	\$ 2,000		New Line Item Request
<b>Total Miscellaneous/Other Expenses</b>		<b>\$ 16,000</b>	<b>\$ 1,000</b>	<b>\$ 1,000</b>	<b>\$ 7,000</b>	<b>600%</b>	
5414	Computers	\$ -	\$ -	\$ -	\$ 500		New Line Item (Broken out Streets, Parks, Water, Wastewater)
5494	Veh. Financing Note - Debt Serv	\$ -	\$ 3,137	\$ 3,137	\$ 3,137	0%	
5495	Vehicles	\$ -	\$ -	\$ 5,400	\$ -	-100%	
5496	Lift Station Automation	\$ -	\$ 159,000	\$ -	\$ -		
5497	Lift Station Emergency Power	\$ -	\$ 35,100	\$ -	\$ -		
<b>Total Capital Outlays</b>		<b>\$ -</b>	<b>\$ 197,237</b>	<b>\$ 8,537</b>	<b>\$ 3,637</b>	<b>-57%</b>	
<b>TOTAL EXPENDITURES</b>		<b>\$ 662,220</b>	<b>\$ 1,166,554</b>	<b>\$ 974,576</b>	<b>\$ 1,031,878</b>	<b>6%</b>	

2020-2021      2021-2022      2022-2023      2023-2024

Request For New/ Modifications of Line Item Descriptions

New Line Item:

Exceptional Line Item Requests for Current Budget Cycle by Priority Level

<u>New Line Items</u>	<u>Description</u>	<u>Requested Amount</u>	<u>Comments</u>
5326 - Qtrly GIS Map Updates		\$ 6,000	One time expenditure for plat/easement verifications at \$6,000 out of Unexpended Balance Funds (50/50 Split water/wastewater)
Total Exceptional Items Requested:		\$ 6,000	

Total Budget Allocation Requested: \$ 1,031,878  
Total Exceptional Items Requested: \$ 6,000

**Grand Total Budget Request for Department: \$ 1,037,878**

Increase (Decrease) from Previous Budget Cycle (\$) \$ 63,302  
Increase (Decrease) from Previous Budget Cycle (%) 6%



# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** January 16, 2025

**SUBMITTED BY:** Maria Franco

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

**FINANCIAL IMPACT:** na



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** January 16, 2025

**SUBMITTED BY:** Maria Franco, City Secretary

**SUBJECT:** Consider approval of the November 21, 2024, Regular Council Meeting minutes.

**FINANCIAL IMPACT:** N/A

**ATTACHMENTS:**  
[2024-1121 DRAFT Minutes Regular Council Meeting.pdf](#)

**OFFICIAL MINUTES OF THE CITY COUNCIL  
REGULAR MEETING  
THURSDAY, NOVEMBER 21, 2024**

**BE IT REMEMBERED** that on the 21<sup>st</sup> day of November A.D., 2024, the City Council held a regular meeting at 5:30 p.m. in City Council Chambers, and via videoconference, there being present and acting the following:

**00:05 to 00:23**

**CALL TO ORDER, CALL OF ROLL**

Kevin Sullivan	Mayor	Chelaine Marion	Mayor Pro Tem
Shane Saum	Council Member	Paul Roberts	Council Member
Stephanie Smith	Council Member	Paul Prince	Council Member
Rob Durbin	Council Member (virtual)		

Mayor Sullivan called the meeting to order at 5:30 p.m. and announced that all council members are present.

**SEAT NEWLY ELECTED MEMBERS, CALL ROLL**

Kevin Sullivan, Mayor	Norma Owen, Council Member
Shane Saum, Council Member	Paul Roberts, Council Member
Adam Benefield, Council Member	Paul Prince, Council Member
Rob Durbin, Council Member	

**00:24 to 01:12**

**EXECUTIVE SESSION**

At 5:30 p.m., the Council convened into a closed Executive Session pursuant to:

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

Mayor Sullivan gave an update and commented that the Council has guided Mr. Whichard to negotiate a contract with the outside vendor the Council awarded previously and said that Councilor Benefield will work with Mr. Whichard to try to get the most advantageous contract for the City.

- C. Consultation with Legal Counsel and deliberation regarding the appointment or employment of the City Attorney. (Texas Government Code Sections 551.071 and 551.074)
  1. Appointment or Employment of City Attorney.
  2. Appointment or Employment of Interim City Attorney.

**01:13 to 03:40**

**ACTION ON EXECUTIVE SESSION ITEMS (action and/or 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). (Texas Government Code Section 551.071).

No action was taken.

- B. Consultation with Legal Counsel regarding golf irrigation contract (Texas Government Section 551.071)

No action was taken.

- C. Consultation with Legal Counsel and deliberation regarding the appointment or employment of the City Attorney. (Texas Government Code Sections 551.071 and 551.074)

1. Appointment or Employment of City Attorney.
2. Appointment or Employment of Interim City Attorney.

**On a motion** by Councilor Prince, seconded by Councilor Roberts, City Council voted unanimously (7-0) to pursue interim city attorney services. Motion carried.

**0:01:07 to 0:01:38**

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

**03:40 to 19:31**

**ELECTION ITEMS (ACTION ITEMS AND PRESENTATIONS)**

1. Presentation of appreciation to outgoing members of the City Council.
2. Issue Certificate of Election to newly appointed City Council Members.

**19:32 to 0:25:52**

**CONSENT AGENDA**

All matters listed under the Consent Agenda are to be considered routine by the City Council and will be enacted by one motion. There will not be separate discussions 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 a revised Interlocal Agreement with the City of Jonestown to add Youth Diversion
4. Consider taking action to adopt **Ordinance 24-11-21-02**, approving revisions to the City's Personnel Policies and Procedures.
5. Consider approval of **Resolution 24-2083**; a resolution of the City Council of the City of Lago Vista, Texas cancelling the Regular City Council Meeting scheduled for January 2, 2025.

Mayor pulled item no. 4 from the Consent Agenda for discussion.

**On a motion** by Councilor Prince, seconded by Councilor Roberts, the City Council voted unanimously (7-0) to approve Item No. 2 and Item No. 5 on the consent agenda. Motion carried.

**20:49 to 25:45**

**Item No 4.** Consider taking action to adopt **Ordinance 24-11-21-02**, approving revisions to the City's Personnel Policies and Procedures.

**On a motion** by Councilor Prince, seconded by Councilor Saum, City Council voted unanimously (7-0) to approve Ordinance No. 24-11-21-02, with the amendments: City Council shall be notified of all separation of agreements/severance agreement, and with corrections of two typos. Motion carried.

**25:55 to 30:56**

### **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.

**31:00 to 35:01**

### **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.

Reminders of Community Interest:

- The City of Lago Vista will host their Annual Christmas Tree Lighting Event on Monday, December 2, 2024, from 5:30pm - 8:30pm in the City Hall Parking Lot. Join us for a festive evening as we kick off the holiday season with a night of entertainment, food, fun, and photos – and of course, a special visit from **Santa Claus!**
- The City of Lago Vista offices will be closed on Thursday, November 28 for Thanksgiving.

- Please take a moment to fill out the Comprehensive Plan and Parks Master Plan Community survey by scanning the QR code or click the link located on the City website. YOUR voice matters, and your INPUT is essential to our planning process!
- Green Center Hours for DECEMBER!  
Thursday, December 5, 2024, from 7am - 4pm  
Saturday, December 7, 2024, from 10am - 4pm  
At 21155 FM 1431, Lago Vista, TX (1/4 mile west of Lago Vista Middle School).  
You must bring a copy of your City of Lago Vista utility bill and picture ID as verification. See City website for details.

**35:03 to 47:08**

**STAFF AND COUNCIL LIAISON REPORTS**

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

**47:09 to 47:27**

7. Routine Reports for City Staff.

**47:28 to 1:10:13**

**PRESENTATIONS**

8. Presentation by the Travis County CDBG Office to discuss funding opportunities available through the Home Rehabilitation Program and various other programs for residents of Lago Vista.

**0:19:07 to 0:26:43**  
**WORK SESSION**

**2:36:00 to 3:00:02**

9. Discussion regarding amendments to Chapter 5 of the Lago Vista Sign Ordinance.

Council consensus to remove criminal penalties.

No action was taken.

**3:48:54 to 4:02:50**

10. Discussion and consideration of exploring the creation of a Groundwater Conservation District (GCD) for the City of Lago Vista.

**ACTION ITEMS**

**1:30:01 to 1:53:30**

11. Discussion, consideration, and possible action regarding the execution of a contract for RFQ 24-05 for a Feasibility Study for New City Hall and Library, with Parkhill; and authorizing the City Manager to execute an agreement for such services (Awarded July 18, 2024, City Council Meeting).

**On a motion** by Councilor Prince, seconded by Councilor Owen, City Council voted (6-1) with Councilor Saum having the dissenting vote, to approve the execution of a contract for RFQ 24-05 as presented. Motion carried.

**Council Recess**

9:30 PM – 9:40 PM

**3:00:42 to 3:22:45**

12. Discussion, consideration, and possible action regarding the award of RFP 24-10 Short Term Rental Monitoring & Compliance, to Granicus LLC and authorizing the City Manager to execute an agreement for such services.

Council consensus to move forward.

No action was taken.

**3:22:51 to 3:25:00**

13. Discussion, consideration, and possible action regarding **Resolution No. 24-2084**; a resolution by the City Council of the City of Lago Vista, Texas providing for the election of Mayor Pro-Tem.

**On a motion** by Councilor Prince, seconded by Councilor Saum, City Council voted (6-1) with Mayor Sullivan having the dissenting vote, to approve Resolution No. 24-2084 electing Councilor Rob Durbin as Mayor Pro Tem. Motion carried.

**3:25:43 to 3:40:00**

**14.** Discussion, consideration, and possible action regarding a citizen petition to purchase adjacent property owned by the City of Lago Vista.

**On a motion** by Councilor Prince, seconded by Councilor Durbin, City Council voted unanimously (7-0) to approve citizen petition to purchase adjacent property owned by the City of Lago Vista at \$4.97 a sq. ft. Motion carried.

**3:40:02 to 3:48:53**

**15.** Discussion, consideration, and possible action regarding Ordinance No. 24-11-21-0X for the consolidation of the Economic Development Advisory Committee (EDAC) into the newly established Economic Development Corporation (EDC).

No action was taken.

**1:53:31 to 2:35:27**

**16.** Discussion, consideration and possible action regarding Ordinance No. 24-11-21-0X for the consolidation of the Golf Course Advisory Committee (GCAC) and the Parks and Recreation Advisory Committee (PRAC).

**On a motion** by Mayor Sullivan, seconded by Councilor Saum, City Council voted unanimously (7-0) to table Item No. 16. Motion carried.

**1:10:13 to 1:29:34**

**17.** Discussion, consideration and possible action regarding the concession agreement between the City of Lago Vista and Bunker Bar and Grille, that is scheduled to expire on December 6, 2024.

**On a motion** by Councilor Prince, seconded by Councilor Saum, City Council voted unanimously (7-0) to approve the Concession Agreement between the City of Lago Vista and Bunker Bar and Grille as presented. Motion carried.

**4:03:07**

**ADJOURNMENT**

Mayor Sullivan adjourned the meeting at 10:42 PM.

Respectfully submitted,

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Kevin Sullivan, Mayor

ATTEST:

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Maria Franco, City Secretary for Susie Quinn, Interim City Secretary

On a motion by Councilor \_\_\_\_\_, seconded by Councilor \_\_\_\_\_, the above and foregoing instrument was passed and approved this **16<sup>th</sup>** day of **January 2024**.



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** January 16, 2025

**SUBMITTED BY:** Maria Franco, City Secretary

**SUBJECT:** Consider approval of the December 05, 2024, Regular Council Meeting minutes.

**FINANCIAL IMPACT:** N/A

**ATTACHMENTS:**  
[2024-1205 DRAFT Minutes Regular Council Meeting.pdf](#)

**OFFICIAL MINUTES OF THE CITY COUNCIL  
REGULAR MEETING  
THURSDAY, DECEMBER 5, 2024; 5:30 PM  
Duration: 5:30 PM – 9:13 PM**

**BE IT REMEMBERED** that on the 5<sup>th</sup> day of December A.D., 2024, the City Council held a regular meeting at 5:30 p.m. in City Council Chambers, and via videoconference, there being present and acting the following:

Present:

Kevin Sullivan     Mayor  
Shane Saum        Council Member, Place 1  
Adam Benefield    Council Member, Place 2 (arrived at 5:32 PM)  
Rob Durbin        Mayor Pro Tem, Place 3  
Norma Owen       Council Member, Place 4  
Paul Roberts       Council Member, Place 5  
Paul Prince        Council Member, Place 6

Absent:

0:00:15 to 00:21

**CALL TO ORDER, CALL OF ROLL**

Mayor Sullivan called the meeting to order at 5:30 p.m. and announced that all council members are present.

**0:00:23 to 01:32**

**EXECUTIVE SESSION**

At 5:30 p.m., Council convened into a closed Executive Session pursuant to:

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

**0:1:02 to 1:33**

**ACTION ON EXECUTIVE SESSION ITEMS** (action and/or 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). (Texas Government Code Section 551.071)  
No action was taken.
- B. Consultation with Legal Counsel regarding golf irrigation contract (Texas Government Section 551.071)

No action was taken.

**0:01:33 to 0:01:38**

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

**0:01:41 to 0:01:45**

**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.

**0:5:22 to 0:10:23**

**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.

Reminders of Community Interest:

**0:10:24 to 0:19:07**

**STAFF AND COUNCIL LIAISON REPORTS**

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

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

**0:26:44 to 0:28:20**

**CONSENT AGENDA**

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

1. Authorizing the City Manager to purchase a new GMC Sierra 2500 Crew Truck in the amount of \$58,293.75 which was approved in FY-25's budget.

On a motion by Councilor Prince, seconded by Councilor Saum, City Council voted unanimously (7-0) to approve the consent agenda. Motion carried.

**ACTION ITEMS**

**21:24 to 34:24**

2. Authorizing the City Manager to execute a contract with Garver Engineering for the Engineering Design of the City's Wastewater Treatment Plant Upgrade to 1.5 MGD in an amount not to exceed \$2,821,902.00.

On a motion by Councilor Saum seconded by Mayor Pro Tem Durbin, City Council voted to approve Item No. 2 as presented. Motion carried.

**1:08:32 to 1:21:23**

3. Discussion, consideration, and possible action awarding HHW Solutions' proposal price for RFP 25-02 in the amount of \$1.10 per home per month with a contract length of 3 years for Household Hazardous Waste pickup and authorize the Interim City Manager to execute the contract.

Interim City Manager Taylor Whichard was available to answer questions and provide additional information. Engineer Israel Ramirez spoke to the item and provided additional information.

Item No. 3 was tabled until 12/19/2024.

No action was taken.

**1:21:25 to 1:23:40**

4. Approval of **Ordinance No. 24-12-05-01**; an ordinance of the City Council of the City of Lago Vista, Texas Pursuant to the Texas Local Government Code Chapter 102, Sections 102.007(b) and 102.010, Providing for Amendments to Ordinance No. 24-09-19-01, Municipal Budget for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Providing for Savings, Severability, and Effective Date.

Interim City Manager Taylor Whichard and City Attorney Cobby Caputo were available to answer questions and provide additional information.

On a motion by Mayor Pro Tem Durbin seconded by Councilor Roberts, City Council voted unanimously (7-0) to approve Ordinance No. 24-12-05-01 as presented. Motion carried.

**2:12:25 to 2:44:12**

5. Approval of **Resolution No. 24-2085 through Resolution No. 24-2093**; resolutions of the City Council of the City of Lago Vista, Texas appointing individuals to serve as Council Liaisons to various Boards/Commissions/Committees for the 2025 calendar year. City Attorney Cobby Caputo Special Counsel Teresa Hudson was available to answer questions and provide additional information.

On a motion by Mayor Sullivan, seconded by Councilor Prince, City Council voted unanimously (7-0) to approve Resolution No. 24-2085 through Resolution No. 24-2093 as presented. Motion carried.

**1:54:26 to 2:12:24**

6. Approval of **Resolution No. 24-2095**; a resolution of the City Council of the City of Lago Vista, Texas appointing a Charter Review Liaison(s).  
City Attorney Cobby Caputo was available to answer questions and provide additional information.

On a motion by Mayor Pro Tem seconded by Councilor Roberts, City Council voted unanimously (7-0) to adopt Resolution No. 24-2095 appointing Council Member Paul Prince and Council Member Shane Saum as Liaisons of the Charter Review Committee. Motion carried.

**1:23:46 to 1:25:40**

7. Approval of **Resolution No. 24-2094**; a resolution of the City Council of the City of Lago Vista, appointing a new City Secretary.  
Mayor Kevin Sullivan was available to answer questions and provide additional information.

On a motion by Mayor Pro Tem Durbin, seconded by Councilor Roberts, City Council voted unanimously (7-0) to approve Resolution No. 24-2094 as presented. Motion carried.

**1:25:42 to 1:28:33**

- 8.** Approval of **Resolution No. 24-2096**; a resolution of the City Council of the City of Lago Vista appointing Messer Fort, PLLC as Interim City Attorney and Authorizing the City Manager to Execute the Engagement Agreement.

Mayor Kevin Sullivan was available to answer questions and provide additional information.

On a motion by Councilor Roberts, seconded by Councilor Owen, City Council voted unanimously (7-0) to approve Resolution No. 24-2096 as presented. Motion carried.

**34:32 to 1:08:29**

- 9.** Approval of **Ordinance No. 24-12-05-02**; an ordinance of the City Council of the City of Lago Vista establishing guidelines for Holiday displays on public property

Mayor Kevin Sullivan was available to answer questions and provide additional information.

On a motion by Councilor Roberts, seconded by Councilor Saum, City Council voted (6-1) with Mayor Sullivan having the descending vote, to approve Ordinance No. 24-12-05-02 as written, but to include to be applicable to all national recognized holidays, and this will apply to City's property when appropriate no sooner than 30 days prior to the holiday. Motion carried.

**1:28:33 to 1:34:36**

- 10.** Approval of **Resolution No. 24-2097** establishing a Legislative Prayer Policy for City Council meetings.

Mayor Kevin Sullivan was available to answer questions and provide additional information.

On a motion by Councilor Benefield seconded by Councilor Prince, City Council voted unanimously (7-0) to approve Resolution No. 24-2097 as presented. Motion carried.

**1:34:38 to 1:54:19**

- 11.** Approval of directing staff to coordinate with EDAC and Keep Lago Beautiful to develop Community Identity Enhancement Recommendations.

Mayor Kevin Sullivan was available to answer questions and provide additional information.

On a motion by Councilor Benefield, seconded by Councilor Saum, City Council voted unanimously (7-0) to direct staff to coordinate with EDAC and Keep Lago Beautiful and to develop Community Identity Enhancement Recommendations.

Councilor Benefield Amended his motion to include an initial check-in that will happen at the end of March and a formal check-in at the end of July. Motion carried.

**2:44:36 to 2:44:44**  
**ADJOURNMENT**

Mayor Sullivan adjourned the meeting at 9:13 p.m.

Respectfully submitted,

\_\_\_\_\_  
Kevin Sullivan, Mayor

ATTEST:

\_\_\_\_\_  
Maria Franco, City Secretary for Susie Quinn, Interim City Secretary

On a motion by Councilor \_\_\_\_\_, seconded by Councilor \_\_\_\_\_, the above and foregoing instrument was passed and approved this **16<sup>th</sup> day of January 2025.**



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** January 16, 2025

**SUBMITTED BY:** Maria Franco, City Secretary

**SUBJECT:** Consider approval of the December 19, 2024, Regular Council Meeting minutes.

**FINANCIAL IMPACT:** N/A

**ATTACHMENTS:**  
[2024-1219 DRAFT Minutes Regular Council Meeting2.pdf](#)

**OFFICIAL MINUTES OF THE CITY COUNCIL  
REGULAR MEETING  
THURSDAY, DECEMBER 19, 2024; 5:30 PM  
Duration: 5:30 PM – 12:11 AM**

**BE IT REMEMBERED** that on the 19<sup>th</sup> day of December A.D., 2024, the City Council held a regular meeting at 5:30 p.m. in City Council Chambers, and via videoconference, there being present and acting the following:

Present:

Kevin Sullivan     Mayor  
Shane Saum        Council Member, Place 1  
Adam Benefield    Council Member, Place 2  
Rob Durbin        Mayor Pro Tem, Place 3 (Virtual)  
Norma Owen       Council Member, Place 4  
Paul Roberts       Council Member, Place 5  
Paul Prince        Council Member, Place 6

Absent:

None

**CALL TO ORDER, CALL OF ROLL**

Mayor Sullivan called the meeting to order at 5:31 p.m. and announced that all council members are present.

**00:30 to 01:20**

**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). (Texas Government Code Section 551.071)
- B. Consultation with Legal Counsel regard the regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Manager. (Texas Government Code Section 551.071 and 551.074).
  - 1. Consideration authorization of using a search firm for a City Manager.

**01:21 to 01:33**

**ACTION ON EXECUTIVE SESSION ITEMS (action and/or 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). (Texas Government Code Section 551.071)
- B. Consultation with Legal Counsel regard the regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Manager. (Texas Government Code Section 551.071 and 551.074).
  - 1. Consideration authorization of using a search firm for a City Manager.

No action was taken.

**0:01:33 to 0:01:38**

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

**0:01:41 to 0:01:45**

**INVOCATION**

Invocation was given by Stu Taylor.

**04:58 to 1:48:52**

**JOINT MEETING WITH COMPREHENSIVE PLAN ADVISORY COMMITTEE**

- A. Presentation and discussion between City Council and the Comprehensive Plan Advisory Committee to update both groups by Halff and Associates.

The Council will schedule a follow-up joint meeting with the Comprehensive Plan Advisory Committee at their next City Council meeting, January 16, 2025.

**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.

**1:50:45 to 1:54:32**

**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.

**Reminders of Community Interest**

Mayor Sullivan:

All City facilities will be closed next week on Tuesday, **December 24th**, Wednesday, **December 25th**, and Thursday, **December 26th**, in observance of the Christmas holiday.

All **City facilities** will also be closed on Wednesday, **January 1st**, in observance of the New Year's holiday.

The **Green Center** will be open on Thursday, **January 2nd** from 7am - 4pm and **Saturday, January 4<sup>th</sup>** from 10am -4pm.

Located at 21155 FM 1431 (1/4 mile west of Lago Vista Middle School).

-You must bring a copy of your City of Lago Vista utility bill and picture ID as verification- See the City website for more details!

### **Announcement: Winner of the Employee Christmas Decorating Contest!**

The City Council are excited to announce the winner of this year's Employee Christmas Decorating Contest! This fun and festive activity was designed to bring employees and council together to spread holiday cheer and showcase their creativity.

Since Thanksgiving, our employees have formed **7 amazing teams**, each dedicated to transforming specific areas of city facilities into holiday wonderlands. The hard work, imagination, and team spirit on display were truly inspiring!

**And now, the moment we've all been waiting for... the winner is:**

 **[ Development Department ]** 

Thank you to all the teams for their outstanding efforts in making this holiday season brighter. Your creativity has brought joy to everyone who visits our facilities and has given our council a fantastic opportunity to participate in an employee activity.

**1:54:32 to 2:20:20**

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

**1. Routine Reports from City staff.**

Mr. Whichard introduced the new City Attorney Brad Bullock and the new City Secretary Maria Fanco.

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

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

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

**4:47:57 to**

**WORK SESSION**

Discussions concerning amendments to the Code of Ordinances and the Rules of Procedure regarding various changes to the Advisory Boards and Committees.

The council suggests that staff change language on item #1 to read that boards, committees and commissions meet at least quarterly or as often as they wish, and that the ordinance reflect that there can be individuals serving in more than one board.

**4:45:40 to 4:46:49**

**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 discussions on these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

1. Consider approval of the November 7, 2024, regular meeting minutes.
2. Consider approval of the November 18, 2024, special called meeting minutes.
3. Consider appointing Maria Franco, City Secretary, as the official Records Management Officer of Lago Vista.

Mayor Sullivan pulled Item No. 1 for discussion.

**On a motion** by Councilor Prince, seconded by Councilor Durbin, City Council voted unanimously (7-0) to approve Items No. 2 & 3 on the consent agenda. Motion carried.

1. Consider approval of November 7, 2024, regular meeting minutes.

**On a motion** by Councilor Saum, seconded by Councilor Owen, City Council voted unanimously (7-0) to approve the November 7, 2024, regular meeting minutes with the 3 corrections. Motion carried.

**ACTION ITEMS**

**4:43:52 to 4:45:38**

4. Approval of **Resolution No. 24-2097** appointing individuals to the 2025 City of Lago Vista Charter Review Commission.

**On a motion** by Councilor Prince seconded by Councilor Saum, City Council voted unanimously to approve **Resolution No. 24-2097** appointing Linda Aird, Gene Harris, Jennifer Minton, Robert Owen, Tracey Pitts and Mike Slaughter as members of the Charter Review Commission. Motion carried.

**4:29:55 to 4:43:51**

5. Approval of **Resolution No. 24-2098** through **Resolution No. 24-2105**; resolutions by the City Council of the City of Lago Vista, Texas appointing individuals to serve as members on various Boards/Commissions/Committees for partial and full terms.

**Resolution No. 24-2098**; on a motion by Councilor Durbin seconded by Councilor Prince, City Council voted unanimously (7-0) to approve Resolution No. 24-2098 appointing Stephen Lowry, Linda Aird, and Kristan Jernigan to the Airport Advisory Board. Motion carried.

**Resolution No. 24-2099**; on a motion by Councilor Roberts seconded by Councilor Saum, City Council voted unanimously (7-0) to approve Resolution No. 24-2099 appointing Joseph Eckles, Rachel Rich, and Lynda Aird to the Board of Adjustment. Motion carried.

**Resolution No. 24-2100**; on a motion by Councilor Benefield seconded by Councilor Prince, City Council voted unanimously (7-0) to approve Resolution No. 24-2100 appointing Jim Cason, Craig Standifer and Laura Zotter with terms expiring December 31, 2026, and Clifton McCullough with term expiring December 31, 2025, to the Building & Standards Commission. Motion carried.

**Resolution No. 24-2101**; on a motion by Councilor Owen seconded by Councilor Saum, City Council voted unanimously (7-0) to approve Resolution No. 24-2101 appointing Jeff Flauding, Philip Wyatt and Scott Dalglish with terms expiring December 31, 2026, and Corey Wright with term expiring December 31, 2025, to the Economic Development Advisory Committee. Motion carried.

**Resolution No. 24-2102**; on a motion by Councilor Prince seconded by Councilor Owen, City Council voted unanimously (7-0) to approve Resolution No. 24-2102 appointing Larry Russell, Michael Zaydel and Michael Angelo De Sosa with terms expiring December 31, 2026, and Gage Hunt and Susie Mumford with terms expiring December 31, 2025, to the Golf course Advisory Committee. Motion carried.

**Resolution No. 24-2103**; on a motion by Councilor Prince seconded by Councilor Roberts, City Council voted unanimously (7-0) to approve Resolution No. 24-2103 appointing Michael Zaydel, Marlene Plua and Melissa Ojeda with terms expiring December 31, 2026, and Don Johndrow with term expiring December 31, 2025, to the Library Advisory Board. Motion carried.

**Resolution No. 24-2104**; on a motion by Councilor Prince seconded by Councilor Owen, City Council voted unanimously (7-0) to approve Resolution No. 24-2104 appointing Andrew Gale, Steve Becker, Ike Coronis and Carolyn Dalglish with terms

expiring December 31, 2026, and Mark Douglas and Dawn Knauss with terms expiring December 31, 2025, to the Parks and Recreation Advisory Committee. Motion carried.

**Resolution No. 24-2105;** on a motion by Councilor Benefield seconded by Councilor Prince, City Council voted unanimously (7-0) to approve Resolution No. 24-2105 appointing Gene Harris, Jeff Flauding and Lynda Aird with terms expiring December 31, 2026, and Jeff Hewgley with term expiring December 31, 2025, to the Planning and Zoning Commission. Motion carried.

**5:01:16 to 5:04:45**

6. Approval of **Resolution No. 24-2106** outlining the City of Lago Vista's legislative priorities for the 2025 Texas Legislative Session in regard to CapMetro Reform and Water Funding.

Interim City Manager Taylor Whichard and City Attorney Brad Bullock were available to answer questions and provide additional information.

**On a motion** by Mayor Pro Tem Durbin seconded by Councilor Roberts, City Council voted unanimously (7-0) to approve Ordinance No. 24-12-05-01 as presented. Motion carried.

**2:21:20 to 3:53:00**

7. Approval of **Resolution No. 24-2107** consenting to the Creation of an in-city Municipality Utility District for Firefly Cove, LLC.

**On a motion** by Councilor Benefield, to approve Item No. 7 the petition for consent and advise legal counsel to work with the developer with some of the stipulations that were discussed, specifically the annexation of Draper Cove not to be at all considered, a minimum of \$600,00.00 added for the City's water treatment plant upgrade and legal fees paid for in the construction of this agreement; pickleball courts accessible to all members of the City of Lago Vista, lake access available to all members of the community within the City of Lago Vista; these things paid up front at first bond; 1.8 million for the waste water treatment and \$600,00.00 for road improvements. Mayor Sullivan amended the motion consenting legal to review document and bring back to Council for final approval. Amendment accepted by Councilor Benefield, seconded by Councilor Saum, City Council voted (4-3). Councilors Durbin, Roberts and Prince were the descending votes. Motion carried.

**3:53:01 to 4:16:05**

8. Awarding HHW Solutions' proposal price for RFP 25-02 in the amount of \$1.10 per home per month with a contract length of 3 years for Household Hazardous Waste pickup and authorize the Interim City Manager to execute the contract.  
Eric De La Cruz was available for questions.

There were citizen comments made by Gene Harris, Darci DeVongh, and Matt Myers.

**On a motion** by Councilor Prince seconded by Councilor Owen, City Council voted unanimously

(7-0) to approve awarding HHW Solutions for RFP in the amount of \$1.10 per home per month and contracting 3 years and authorize the Interim City Manager to execute the contract. Councilor Prince added that a cleanup of things needs to happen from City staff on past billing and ask that staff follow up and report to Council.

Councilor Benefield amended the motion to allow multi-complex to opt out of this service. Council member Councilor Prince accepted the amendment. Motion carried.

**4:16:06 to 4:29:53**

9. Approval of establishment of a Neighborhood Services Program designed to promote good neighborliness, reduce conflicts, and empower citizens with tools and resources to address concerns collaboratively and constructively.

Citizen comment made by Guy Burkhart.

**On a motion** by Councilor Saum seconded by Councilor Benefield, City Council voted (4-3) with Councilors Prince, Durbin and Mayor Sullivan being the descending votes, to approve the initial establishment of a Neighborhood Services Program beginning with the publishing of a survey on the website and Council giving approval to continue to explore opportunities to partnership to try getting a dispute resolution or mediation services for free or at a minimal cost and bring that back to Council at a future date. Motion carried.

**5:04:45 to 5:21:35**

10. Approval of Ordinance No. 24-12-19-01 amending Chapter 6, Article 6.200, Section 6.212 of the Lago Vista Code of Ordinances regarding Oak Wilt Control.

**On a motion** by Prince seconded by Councilor Owen, City Council voted unanimously (7-0) to table item until January 16, 2025, Council meeting. Motion carried.

**5:21:28 to 5:26:32**

11. Directing staff to develop a City dashboard to track the status of current CIP projects and items on the annual work plan.

**On a motion** by Councilor Owen seconded by Councilor Saum, City Council voted unanimously (7-0) to direct staff to develop a City dashboard to track the status of current CIP projects and items on the annual work plan. Motion carried.

**5:26:35 to 5:31:35**

12. Authorize the City Manager to enter into an agreement with Civic Plus to purchase NextRequest software for Public Information Act (PIA) Requests received and processed by the City of Lago Vista in the amount of \$6,894 (includes setup fee), a 50% reduction for first year.

**On a motion** by Councilor Owen seconded by Councilor Prince, City Council voted unanimously (7-0) to authorize City Manager to enter into an agreement with Civic Plus to purchase NextRequest software for Public Information Act (PIA) requests received and

processed by the City of Lago Vista in the amount of \$6,894.00 (including setup fee), a 50% reduction for first year. Motion carried.

**5:31:36**

**ADJOURNMENT**

Mayor Sullivan adjourned the meeting at 12:11 A.M.

Respectfully submitted,

\_\_\_\_\_  
Kevin Sullivan, Mayor

ATTEST:

\_\_\_\_\_  
Maria Franco, City Secretary, TRMC

On a motion by Councilor \_\_\_\_\_, seconded by Councilor \_\_\_\_\_, the above and foregoing instrument was passed and approved this **16<sup>th</sup> day of January 2025.**



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

- DATE:** January 16, 2025
- SUBMITTED BY:** Eric DeLaCruz, Public Works
- SUBJECT:** Discussion, consideration, and possible action awarding RFP 25-03 to Jerdon Enterprise, L.P. for the Effluent Pond #17 Rehab & #2 Repairs; and authorize the City Manager to execute an agreement for such services.
- BACKGROUND:** A RFP was issued November 21, 2024, with a closing date of December 19, 2024.
- FINDINGS:** There was a total of 5 proposals submitted with Jerdon Enterprise, L.P. being the lowest qualified bidder. Freese & Nichols (City of Lago Vista engineering consultants) reviewed all proposals and submitted a recommendation for award of contract for Jerdon Enterprise, L.P.
- Austin Underground Inc. - Total Bid \$8,028,632.50  
Packsaddle Management, LLC- Total Bid \$11,337,081.80  
DNucci Constructors, LLC - Total Bid \$7,868,001.00  
Gage & Cade Construction - Total Bid \$8,093,496.05  
Jerdon Enterprise, L.P. - Total Bid \$6,918,289.00
- FINANCIAL IMPACT:** This project will utilize the Utility Reserve funds in the amount of \$6,918,289. This expense was budgeted in Fiscal Year 2025.
- ATTACHMENTS:**  
[Advertisement For Bid \\_ RFP 25-03.pdf](#)  
[RFP 25-03 Bid Opening Summary.pdf](#)  
[Jerdon Enterprise, L.P. Proposal.pdf](#)  
[Recommendation for Award of Contract - Lago Vista - Jerdon Enterprise.pdf](#)

## ADVERTISEMENT FOR SEALED PROPOSALS

Sealed competitive bids, in envelopes addressed to the City of Lago Vista, 5803 Thunderbird Street, Lago Vista, Texas 78645, for **RFP No. 25-03 Effluent Pond #17 Repairs & Pond #2 Improvements**, in the City of Lago Vista, Texas, will be received at the above-mentioned address until 12:00 P.M., December 19<sup>th</sup>, 2024 and then publicly opened and read aloud.

Submittals can be submitted in sealed envelopes and marked “RFP No. 25-03 Effluent Pond #17 Repairs & Pond #2 Improvements”.

The Contract Documents and Specifications are available at [www.civcastusa.com](http://www.civcastusa.com), and a link to the Civcastusa website will be posted on the City’s website. Questions and requests for additional information shall be sent by email to: [taylor.whichard@lagovistatexas.gov](mailto:taylor.whichard@lagovistatexas.gov). For this project, all bidders will be **required** to accept Addenda and other pertinent information by email, as well as provide written acknowledgement of Addenda as prescribed in the Instructions to Bidders. **No questions or requests for additional information will be accepted later than 12:00 p.m., December 10<sup>th</sup>, 2024.**

Bid packages will be available at [www.civcastusa.com](http://www.civcastusa.com) and a link will be posted on the City’s website at [www.lagovistatexas.gov/Bids.aspx](http://www.lagovistatexas.gov/Bids.aspx). Project general conditions and standard specifications manual can be found on the City’s website at [www.lagovistatexas.gov](http://www.lagovistatexas.gov).

An optional pre-bid conference will be held on **December 5<sup>th</sup>, 2024**, at 1:00 P.M. at 5803 Thunderbird Street, Lago Vista, Texas 78645 in the City Council Conference Room, and a site tour will be provided after the conference.

A bid security of 5% of the bid amount must accompany each bid or proposal. A certified check or bank draft payable to the City of Lago Vista may be submitted in lieu of the Bid Bond.

After contract is awarded, the contractor will be required to furnish insurance, performance, and payment bonds.

The City of Lago Vista reserves the right to waive any informality that is not detrimental to any other bidder or potential bidder or to reject all bids or to accept the lowest responsible bidder that in the judgment of the City Council will be in the best interest of the City of Lago Vista.

No bidder may withdraw his bid within sixty (60) days after the actual date of opening thereof.

City of Lago Vista, Texas  
Kevin Sullivan, Mayor

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Newspaper ad published twice:

Thursday, November 21<sup>st</sup>, 2024  
Thursday, November 28<sup>th</sup>, 2024

CITY HAS COPY OF AFFIDAVIT OF PUBLICATION.

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If you have any questions, please e-mail Taylor Whichard at:  
[taylor.whichard@lagovistatexas.gov](mailto:taylor.whichard@lagovistatexas.gov).

**RFP 25-03 Effluent Pond Rehab #17 #2 Bid Opening**

12/19/2024 City Council Chambers 12:00p.m. CST

#

Bids Received	5
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Company Name	Received	Bid Bond	Agknowledgment of Addendum	Base Bid	Alternate Bid	Total Amount
Austin Underground Inc.	Physically	Y	N/A	\$ 7,172,632.50	\$ 856,000.00	\$ 8,028,632.50
Packsaddle Management, LLC	Physically	Y	N/A	\$ 6,781,581.80	\$ 4,555,500.00	\$ 11,337,081.80
DeNucci Constructors, LLC	Physically	Y	N/A	\$ 7,275,001.00	\$ 593,000.00	\$ 7,868,001.00
Gage & Cade Construction	Physically	Y	N/A	\$ 7,244,506.05	\$ 848,990.00	\$ 8,093,496.05
Jerdon Enterprise, L.P.	Physically	Y	N/A	\$ 6,415,289.00	\$ 503,000.00	\$ 6,918,289.00

**00 41 13 BID FORM**

**ARTICLE 1 – BID RECIPIENT**

1.01 Offeror submits this Bid to:

City of Lago Vista  
 5803 Thunderbird St.  
 Lago Vista, Texas 78645  
 Attention: Taylor Whichard  
 Lago Vista Effluent Pond #17 Repairs and Pond #2 Improvements  
 RFP #25-03

**ARTICLE 2 – OFFEROR’S ACKNOWLEDGMENTS**

2.01 Offeror proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner on the form included in the Contract Documents and to perform all Work specified or indicated in Contract Documents for the Contract Price indicated in this Bid or as modified by Contract Amendment. Offeror agrees to complete the Work within the Contract Times established in the Agreement or as modified by Contract Amendment and comply with all terms and conditions of the Contract Documents.

2.02 Offeror accepts all terms and conditions of Section 00 11 16 “Invitation to Bid” and Section 00 21 13 “Instructions to Offerors.”

2.03 Offeror accepts the provisions of the Agreement as to liquidated damages in the event of its failure to complete Work in accordance with the schedule set forth in the Agreement.

2.04 Offeror acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date	Signature Acknowledging Receipt

**ARTICLE 3 – OFFEROR’S REPRESENTATIONS**

3.01 Offeror has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

3.02 Offeror has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3.03 Offeror is familiar with Laws and Regulations that may affect cost, progress, and performance of the Work.

3.04 Offeror has carefully studied the following Site-related reports and drawings as identified in the Supplementary Conditions:

- A. Geotechnical Data Reports regarding subsurface conditions at or adjacent to the Site;

- B. Drawings of physical conditions relating to existing surface or subsurface structures at the Site;
  - C. Underground Facilities referenced in reports and drawings;
  - D. Reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site; and
  - E. Technical Data related to each of these reports and drawings.
- 3.05 Offeror has considered the:
- A. Information known to the Offeror;
  - B. Information commonly known to contractors doing business in the locality of the Site;
  - C. Information and observations obtained from visits to the Site; and
  - D. The Contract Documents.
- 3.06 Offeror has considered the items identified in this Article with respect to the effect of such information, observations, and documents on:
- A. The cost, progress, and performance of the Work;
  - B. The means, methods, techniques, sequences, and procedures of construction to be employed by Offeror; and
  - C. Offeror's safety precautions and programs.
- 3.07 Offeror agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents based on the information and observations referred to in the preceding paragraphs.
- 3.08 Offeror is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- 3.09 Offeror has correlated the information known to the Offeror, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 3.10 Offeror has given the Owner's Representative written notice of all conflicts, errors, ambiguities, or discrepancies that the Offeror has discovered in the Contract Documents, and the written resolution provided by the Owner's Representative is acceptable to the Offeror.
- 3.11 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 3.12 Offeror's submittal of a Bid constitutes an incontrovertible representation that, without exception, all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

**ARTICLE 4 – BASIS OF OFFER**

- 4.01 Offeror will complete the Work in accordance with the Contract Documents at the unit prices shown in the attached in Section 00 41 16 "Bid Form Exhibit A":
- A. Extended amounts have been computed in accordance with the General Conditions.
  - B. Offeror acknowledges that the estimated quantities are not guaranteed, and final payment for all unit price items will be based on actual quantities provided, measured as provided in the Contract Documents.
  - C. Unit prices will be used to compute the actual Bid price.

**ARTICLE 5 – TIME OF COMPLETION**

- 5.01 Offeror agrees that the Work will be Substantially Complete and will be completed and ready for final payment in accordance with the General Conditions within the number of calendar days indicated in Section 00 41 16 "Bid Form Exhibit A."

**ARTICLE 6 – ATTACHMENTS TO THIS BID**

- 6.01 The following documents are attached to and made a condition of this Bid:
- A. Section 00 41 16 "Bid Form Exhibit A."
  - B. Section 00 43 13 "Bid Bond."
  - C. Section 00 45 01 "Nonresident Bidders."
  - D. Section 00 45 02 "Non-Collusion Certification."
  - E. Section 00 45 03 "Conflict of Interest Questionnaire."
  - F. Section 00 45 04 "State Sales Tax Requirements."


**ARTICLE 7 – VENUE**

- 7.01 Offeror agrees that venue will lie exclusively in Travis County, Texas for any legal action.

**ARTICLE 8 – BID DELIVERY**

8.01 This Bid is submitted by:

Offeror: Jerdon Enterprise, L.P.  
*(typed or printed name of organization)*

Signature:   
*(individual's signature)*

Name: By: Jerdon Holding, LLC, General Partner  
John Sanchez  
*(typed or printed)*

Title: Vice President  
*(typed or printed)*

Address for giving notices:  
13403 Redfish Lane  
Stafford, TX 77477

Phone: 281-261-5000 Email: john@jerdonlp.com

*(Attach evidence of authority to sign if Offeror is a corporation, partnership, or a joint venture.)*

**END OF SECTION**

00 41 16 Bid Form Exhibit A

<b>Project:</b>	Lago Vista Effluent Pond #17 Repairs and Pond #2 Improvements	<b>Project No.:</b>
<b>Owner:</b>	City of Lago Vista	RFP #25-03
<b>Design Professional:</b>	Freese and Nichols, Inc.	LGV23021
<b>Offeror:</b>		

**Base Bid**

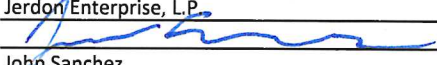
Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Amount
<b>Items in Base Bid (excluding Allowances) per Section 01 29 01 "Measurement and Basis for Payment"</b>					
1	MOBILIZATION / DEMOBILIZATION	LS	1	590,000.00	590,000.00
2	CONSTRUCTION SURVEY	LS	1	23,200.00	23,200.00
3	QUALITY CONTROL	LS	1	104,400.00	104,400.00
4	CARE OF WATER	LS	1	43,500.00	43,500.00
5	STORM WATER POLLUTION PREVENTION PLAN	LS	1	29,000.00	29,000.00
6	EFFLUENT REMOVAL	1,000 GAL	266	500.00	133,000.00
7	UTILITY DEMOLITION	LS	1	60,000.00	60,000.00
8	CLEARING AND GRUBBING	AC	4	22,100.00	88,400.00
9	ROCK RIPRAP (REMOVAL, STOCKPILE, AND PLACEMENT)	SY	1,300	40.00	52,000.00
10	EXCAVATION - COMMON	CY	16,800	13.00	218,400.00
11	EXCAVATION - ROCK	CY	7,200	42.00	302,400.00
12	UNDERDRAIN SYSTEM	LS	1	245,000.00	245,000.00
13	ZONE 1 EARTHFILL	CY	1,441	27.00	38,907.00
14	ZONE 2 EARTHFILL	CY	10,024	25.00	250,600.00
15	FIBER-REINFORCED SHOTCRETE LINER PROTECTION (POND #2)	CY	1,385	625.00	865,625.00
16	HDPE GEOMEMBRANE (POND #2)	SY	11,980	18.00	215,640.00
17	GEONET COMPOSITE WITH GEOTEXTILE (BOTH SIDES - POND #2)	SY	11,980	15.00	179,700.00
18	TOPSOIL AND SODDING	AC	2	150,000.00	300,000.00
19	STORM DRAIN MANHOLE	LS	1	21,000.00	21,000.00
20	STORM DRAIN - 18" HDPE	LF	369	77.00	28,413.00
21	STAINLESS STEEL INTAKE SCREEN	LS	1	4,500.00	4,500.00
22	IRRIGATION CONNECTION PIPELINE	LS	1	25,000.00	25,000.00
23	IRRIGATION WET WELL	LS	1	70,000.00	70,000.00
24	DISCHARGE VALVES FOR 10" EFFLUENT PIPELINE	LS	1	34,000.00	34,000.00
25	16" CORRUGATED METAL PIPE CULVERT	LF	66	112.00	7,392.00
26	REINFORCED CONCRETE (PIPE ENCASEMENT)	CY	59	1,600.00	94,400.00
27	TYPE B FLEXIBLE BASE	CY	200	150.00	30,000.00
28	SPLIT RAIL WIRE FENCE	LF	1,300	30.00	39,000.00
29	BIOREMEDIATION SYSTEM INSTALLATION	LS	1	14,500.00	14,500.00
30	CUSTOM SIGNS	EA	4	1,600.00	6,400.00
31	EFFLUENT PUMPING DELAYS (POND #17)	DAYS	15	1,500.00	22,500.00
32	POND LINER REMOVAL AND DISPOSAL	LS	1	61,000.00	61,000.00
33	CLEARING AND GRUBBING AT POND #17	AC	2	14,000.00	28,000.00
34	CCTV INSPECTION OF POND #17	EA	2	9,860.00	19,720.00
35	CONCRETE REPAIRS	SF	2,000	19.00	38,000.00
36	UNDERDRAIN SYSTEM REPAIRS	LF	1,347	61.00	82,167.00
37	HDPE GEOMEMBRANE (POND #17)	SY	15,790	18.00	284,220.00
38	GEONET COMPOSITE WITH GEOTEXTILE (BOTH SIDES - POND #17))	SY	15,790	17.00	268,430.00
39	FIBER-REINFORCED SHOTCRETE LINER PROTECTION (POND #17)	CY	2,395	625.00	1,496,875.00
A	<b>Total Base Bid Items Amount (Sum of Extended Amounts for each Base Bid Line Item)</b>				<b>\$ 6,415,289.00</b>
<b>Alternates to be considered for inclusion in the Contract per Section 01 23 10 "Alternates and Allowances"</b>					
I-01	OFFSITE BORROW MATERIAL	CY	1500	87.00	130,500.00
I-02	8" SANITARY SEWER DEMOLITION	LS	1	8,500.00	8,500.00
I-03	8" PROPOSED SANITARY SEWER	LF	500	35.00	17,500.00
I-04	SLUDGE REMOVAL AT POND #17	CY	9500	22.00	209,000.00
I-05	16" BYPASS D.I.P. REPAIRS	LF	500	275.00	137,500.00
B	<b>Total Amount for Alternates for Consideration (Sum of Extended Amounts for Each Alternate Line Item)</b>				<b>\$ 503,000.00</b>
C	<b>Total Base Bid with Alternates for Consideration (Sum of A and B)</b>				<b>\$ 6,918,289.00</b>

**Contract Time**

L	Offeror agrees to reach Substantial Completion in	270	days
M	Offeror agrees to reach Final Completion in	300	days

Notes


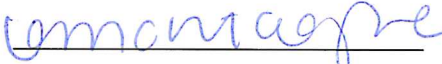
Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Amount
1	Provision is made for Offeror to include an addition or deduction in the Bid to reflect any last minute adjustments in price. The addition or deduction, if made, will be applied proportionately to the following Items: [List Base Bid Items to which the Add or Deduct will be applied.]				

<b>BID SUBMITTED BY:</b>	
Offeror:	Jerdon Enterprise, L.P.
Signature:	
Printed Name:	John Sanchez
Title:	Vice President
Date:	12/19/2024

## 00 43 13 BID BOND

<p><b>Offeror as Principal</b></p> <p>Name: Jerdon Enterprise, LP</p> <p>Mailing address (principal place of business): 13403 Redfish Lane Stafford, TX 77477</p>	<p><b>Surety</b></p> <p>Name: Hartford Fire Insurance Company</p> <p>Mailing address (principal place of business): One Hartford Plaza Hartford, CT 06155-0001</p>
<p><b>Owner</b></p> <p>Name: City of Lago Vista</p> <p>Mailing address (principal place of business): 5803 Thunderbird St. Lago Vista, Texas 78645</p>	<p>Physical address (principal place of business): One Hartford Plaza Hartford, CT 06155-0001</p> <p>Telephone (Claims): 800-451-6944</p>
<p><b>Contract</b></p> <p>Lago Vista Effluent Pond #17 Repairs and Pond #2 Improvements RFP #25-03:</p> <p>Bid/Proposal Due Date: December 19, 2024</p>	<p>Surety's state of incorporation: Connecticut</p> <p><b><i>By submitting this bond, Surety affirms it is authorized to do business and licensed to execute bonds in the state where the Project is located.</i></b></p>
<p><b>Bond</b></p> <p>Contract Price Offered: Five Percent of the Greatest Amount Bid (5% G.A.B.)</p> <p>Penal Sum of Bond: 5% of Contract Price offered</p> <p>Date of Bond: December 19, 2024</p>	<p><b>Local Agent for Surety</b></p> <p>Name: Leland Leon Rauch</p> <p>Company: Bowen, Miclette &amp; Britt Insurance Agency, LLC</p> <p>Mailing address (principal place of business): 26623 Oak Ridge Drive The Woodlands, TX 77380</p> <p>Telephone (Main): 281-296-9997</p>

*Surety and Offeror, intending to be legally bound by this bond, do each cause this bond to be duly executed on its behalf by its authorized officer, agent, or representative. Surety and Offeror bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally to this bond. The condition of this obligation is such that if Owner accepts the Offeror's Bid or Proposal and Offeror delivers the executed Agreement and the required bonds and evidence of insurance within the time stipulated in the Bidding or Proposal Documents this obligation is null and void. Payment under this bond will be due and payable upon default by Offeror and within 30 days after receipt by Offeror and Surety of written notice of default from Owner. This Agreement shall be administered and interpreted under the laws of the state where the Project is located. Venue lies exclusively in Travis County, Texas for any legal action.*

<b>Offeror as Principal</b> Jerdon Enterprise, LP Signature: <u></u> Name: <u>John Sanchez, Vice President</u> Title: <u>By: Jerdon Holding, LLC General Partner</u> Email: <u>Gaye@jerdonlp.com</u>	<b>Surety</b> Hartford Fire Insurance Company Signature: <u></u> Name: <u>Hannah Montagne</u> Title: <u>Attorney-In-Fact</u> Email: <u>hmontagne@bmbinc.com</u> (Attach Power of Attorney)
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**END OF SECTION**



Direct Inquiries, Bond Authenticity and Claims to:  
THE HARTFORD BOND, T-14  
One Hartford Plaza  
Hartford, Connecticut 06155  
[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)  
call: 888-266-3488 or fax: 860-757-5835

# POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: BOWEN MICLETTE & BRITT INS AGY LLC  
Agency Code: 61-615323

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited : Philip Baker, Edward Arens, Michele Bonnin, Erica Anne Cox, Hannah Montagne, Jillian O'Neal of THE WOODLANDS, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Phyllis A. Clark*

Phyllis A. Clark, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE



ss. Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Mariluz Arce*

Mariluz Arce  
My Commission HH 287363  
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of December 19, 2024.

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*

Keith D. Dozois, Assistant Vice President

**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may contact your Agent.

You may call The Hartford's Consumer Affairs toll-free telephone number for information or to make a complaint at:

**1-800-451-6944**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007

Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim, you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener información o para presentar una queja:

Usted puede comunicarse con su Agente.

Usted puede llamar al número de teléfono gratuito de The Hartford's Consumer Affairs para obtener información o para presentar una queja al:

**1-800-451-6944**

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

**1-800-252-3439**

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007

Sitio web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:**

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con (el agente) (la compañía) (el agente o la compañía) primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

**ADJUNTE ESTE AVISO A SU PÓLIZA:** Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

**00 45 01 NONRESIDENT BIDDERS**

Texas Government Code Chapter 2252 applies to the award of government contracts to nonresident bidders. This chapter provides that:

“a government entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lower bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.”

“Nonresident bidder” refers to a person who is not a resident of Texas.


“Resident bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Check the statement that is correct for Offeror:

- Offeror (includes parent company or majority owner) qualifies as a resident bidder whose principal place of business is in Texas.
- Offeror qualifies as a nonresident bidder whose principal place of business or residency is in the state of: \_\_\_\_\_

Any determination of state bidder preference law will be based on the Texas Comptroller’s annual summary of other state bidder preference laws.

Offeror: Jerdon Enterprise, L.P.  
*(typed or printed name of organization)*

Signature:   
*(individual's signature)*

By: Jerdon Holding, LLC, General Partner

Name: John Sanchez  
*(typed or printed)*

Title: Vice President  
*(typed or printed)*

Business Address:

13403 Redfish Lane

Stafford, TX 77477

Phone: 281-261-5000 Email: john@jerdonlp.com

*(Attach evidence of authority to sign if Offeror is a corporation, partnership, or a joint venture.)*

**END OF SECTION**

**00 45 02      NON-COLLUSION CERTIFICATION**

STATE OF      TEXAS      §

COUNTY OF      FORT BEND      §

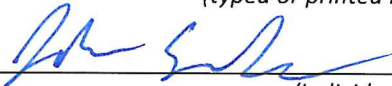
Owner:      City of Lago Vista  
5803 Thunderbird St.  
Lago Vista, Texas 78645

Contract:      Lago Vista Effluent Pond #17 Repairs and Pond #2 Improvements  
RFP #25-03

Offeror certifies that it has not been a party to any collusion among Offerors in the restraint of freedom of competition by agreement to submit a Bid or Proposal at a fixed price or to refrain from submitting a Bid or Proposal; or with any official or employee of the Owner as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between Offerors and any official of the Owner concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Certified this      19th      day of      December      20 24 .

Offeror:      Jerdon Enterprise, L.P.  
*(typed or printed name of organization)*

Signature:        
*(individual's signature)*

By: Jerdon Holding, LLC, General Partner

Name:      John Sanchez  
*(typed or printed)*

Title:      Vice President  
*(typed or printed)*

Business Address:  
13403 Redfish Lane  
Stafford, TX 77477

Phone:      281-261-5000      Email:      john@jerdonlp.com

*(Attach evidence of authority to sign if Offeror is a corporation, partnership, or a joint venture.)*

**END OF SECTION**

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY	
Date Received	

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

John Sanchez, Vice President of Jerdon Enterprise, L.P.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

N/A  
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

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

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1)

7 Signature of vendor doing business with the governmental entity  
John Sanchez, Vice President By: Jerdon Holding, L.L.C, General Partner

12/19/2024

Date

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

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.


**END OF SECTION**

**00 45 04 STATE SALES TAX REQUIREMENTS**

Comply with all applicable sales, excise, and use tax requirements of the Texas Tax Code. The Offeror hereby certifies that the Contract Price is divided as follows:

Tax exempt products, materials, and services (See Notes 1 and 2)	\$	<u>6,843,939.00 JS</u> <del>6,343,939.00</del>
Taxable products, materials, and services (See Note 3)	\$	<u>74,350.00</u>
Total (See Note 4)	\$	<u>6,418,289.00</u> <u>6,418,289.00 JS</u>

Offeror: Jerdon Enterprise, L.P.  
*(typed or printed name of organization)*

Signature:   
*(individual's signature)*

Name: By: Jerdon Holding, LLC, General Partner  
John Sanchez  
*(typed or printed)*

Title: Vice President  
*(typed or printed)*

Business Address:  
13403 Redfish Lane  
Stafford, TX 77477

Phone: 281-261-5000 Email: john@jerdonlp.com

*(Attach evidence of authority to sign if Offeror is a corporation, partnership, or a joint venture.)*

**Notes:**

1. Exempt products and materials are those items purchased for the Project which are physically incorporated into the facilities constructed for the Owner or are necessary and essential for the performance of the Work and are completely consumed at the Site. For purposes of this definition, products and materials are completely consumed if after being used once for its intended purpose it is used up or destroyed. Products and materials rented or leased for use in the performance of the Work cannot be completely consumed for the purposes of this definition.
2. Exempt services are those services performed at the Site where the Contract expressly requires the specific service to be provided or purchased by the person performing the Work or the service is integral to the performance of the Work.
3. Products, materials, and services are not tax exempt if they are used by the Contractor but are not physically incorporated into the Owner's facilities or are not consumed by construction as defined above. Machinery or equipment and its accessories and repair and replacement parts used in the performance of the Work are not exempt.
4. The total sum of the amount for tax exempt and taxable products, materials, and services must equal the Contract Price.

**END OF SECTION**

**JERDON ENTERPRISE, L.P.**  
**COMPANY OWNERSHIP DOCUMENT**

**5% OR MORE OWNER(S):**

NAME: GSB-DMB Holding 23.18%  
 BUSINESS ADDRESS: 13403 Redfish Lane  
 Stafford, TX 77477  
 TELEPHONE NUMBER: 281-261-5000  
 RESIDENCE ADDRESS: 2711 Palmetto Bend  
 Richmond, TX 77469  
 TELEPHONE NUMBER: 281-341-7700

NAME: Michelle Brown 10.34%  
 BUSINESS ADDRESS: 13403 Redfish Lane  
 Stafford, TX 77477  
 TELEPHONE NUMBER: 281-261-5000  
 RESIDENCE ADDRESS: 316 E. 25<sup>th</sup> Street  
 Houston, TX 77008  
 TELEPHONE NUMBER: 713-252-0962

NAME: David Kuebker 8.91%  
 BUSINESS ADDRESS: 13403 Redfish Lane  
 Stafford, TX 77477  
 TELEPHONE NUMBER: 281-261-5000  
 RESIDENCE ADDRESS: 1102 Forest Knoll Lane  
 Sugar Land, TX 77479  
 TELEPHONE NUMBER: 713-252-7091

NAME: Darrol Vincent, Jr. 17.28%  
 BUSINESS ADDRESS: 13403 Redfish Lane  
 Stafford, TX 77477  
 TELEPHONE NUMBER: 281-261-5000  
 RESIDENCE ADDRESS: 5406 Beaver Lodge Drive  
 Kingwood, TX 77345  
 TELEPHONE NUMBER: 281-844-6104

NAME: Brandon White 16.25%  
 BUSINESS ADDRESS: 825 W. Bitters Rd., Suite 203  
 San Antonio, TX 78216  
 TELEPHONE NUMBER: 210-890-1110  
 RESIDENCE ADDRESS: 1327 Slumber Pass  
 San Antonio, TX 78260  
 TELEPHONE NUMBER: 210-722-5591



May 10, 2024

JERDON HOLDING, L.L.C.

UNANIMOUS CONSENT OF MANAGERS IN LIEU OF MEETING OF MEMBERS

We, the undersigned, being all the Managers of Jerdon Holding, L.L.C. a Texas Limited Liability Company as the General Partner of Jerdon Enterprise, L.P., pursuant to Article VII; paragraph 7.02-Meeting of Members, do hereby vote for, adopt, approve and consent to the following:

Jerdon Holding, L.L.C. the General Partner, authorizes John Sanchez as a Vice President of Jerdon Enterprise, L.P. to execute legal documents on behalf of Jerdon Holding, L.L.C. for Jerdon Enterprise, L.P.

APPROVED AND ACCEPTED BY:

(By: Jerdon Holding, LLC, General Partner)

Gerald S. Brown, Manager

Donna Brown, Manager

Darrol Vincent, Jr., Manager

Brandon White, Manager

Michelle Brown, Manager



# The State of Texas

*SECRETARY OF STATE*

## CERTIFICATE OF CONVERSION

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Conversion of

JERDON ENTERPRISE, INC.  
(a Texas Corporation)

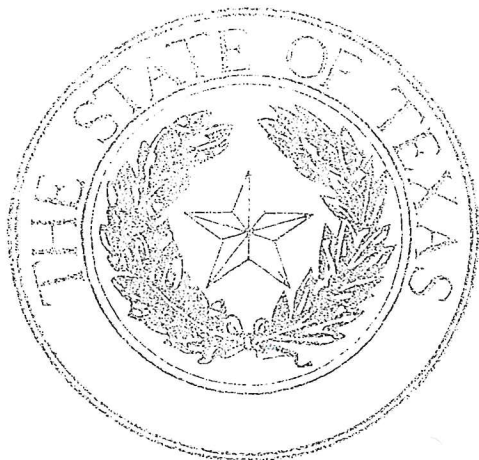
converting to

JERDON ENTERPRISE, L.P.  
(a Texas Limited Partnership)

have been received in this office and found to conform to law. **ACCORDINGLY**, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Conversion.

Filed: May 25, 2001

Effective: May 31, 2001



Henry Cuellar  
Secretary of State

FILED  
In the Office of the  
Secretary of State of Texas

ARTICLES OF CONVERSION  
FOR  
JERDON ENTERPRISE, INC.

MAY 25 2001


Corporations Section

For the purpose of complying with the requirements of Article 5.18 of the Texas Business Corporation Act (the "Act"), Jerdon Enterprise, Inc., a Texas corporation whose shareholders have approved a plan of conversion, which plan has not been abandoned, hereby files these Articles of Conversion for the Corporation.

1. The undersigned, as president of Jerdon Enterprise, Inc., hereby certifies the following:
  - (a) Jerdon Enterprise, Inc., a corporation organized under the laws of the State of Texas, (the "Corporation") is the converting entity;
  - (b) The board of directors and shareholders of the Corporation have approved a Plan of Conversion in accordance with Article 5.17 of the Act;
  - (c) The executed Plan of Conversion is on file at the principal place of business of the Corporation, which is located at 13403 Redfish, Stafford, Texas, and will be on file, from and after the conversion, at the principal place of business of Jerdon Enterprise, L.P., the converted entity, which is located at 13403 Redfish, Stafford, Texas; and
  - (d) A copy of the Plan of Conversion will be furnished by Jerdon Enterprise, Inc. (prior to the conversion) or Jerdon Enterprise, L.P. (after the conversion), on the written request and without cost, to any shareholder of Jerdon Enterprise, Inc. or partner of Jerdon Enterprise, L.P.
2. The Corporation has 654,425 shares outstanding and has no class or series of shares.
3. All 654,425 outstanding shares of the Corporation voted for the Plan of Conversion. No shares were voted against the Plan.
4. The conversion will become effective on May 31, 2001.

Dated: May 24, 2001

JERDON ENTERPRISE, INC.

By:   
Michael B. White, President

Corporations Section  
P.O. Box 13697  
Austin, Texas 78711-3697



Henry Cuellar  
Secretary of State

## Office of the Secretary of State

ENTITY:

JERDON ENTERPRISE, L.P.

FILE NUMBER:

151940-10

DOCUMENT FILED:

CERTIFICATE OF LIMITED PARTNERSHIP

FILED: MAY 25, 2001

EFFECTIVE: MAY 31, 2001

This letter will acknowledge the receipt and filing of the above referenced document. The relevant statutory provision does not provide for a certificate of filing for this type of document and, therefore, this letter may be used as evidence of filing.

Corporations Section  
Statutory Filings Division  
512-463-5581

*Come visit us on the Internet @ <http://www.sos.state.tx.us/>*

**CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
JERDON ENTERPRISE, L.P.**

The undersigned general partner, desiring to form a limited partnership pursuant to the Texas Revised Limited Partnership Act, Article 6132a-1 of the Revised Civil Statutes of the State of Texas (the "Act"), certifies as follows:

1. The name of the limited partnership (the "Partnership") is Jerdon Enterprise, L.P.
2. The address of the registered office of the Partnership is 13403 Redfish, Stafford, Texas 77477, and the name of the registered agent for service of process at such address is Gerald S. Brown.
3. The address of the principal office of the Partnership in the United States where records are kept or made available is 13403 Redfish, Stafford, Texas 77477.
4. The name and mailing address of the business or residence of each general partner of the Partnership is as follows:


Jerdon Holding, LLC	13403 Redfish
	Stafford, Texas 77477

5. The Partnership is being formed pursuant to a plan of conversion under Section 2.15 of the Act. The name, address, date of formation, prior form of organization and jurisdiction of incorporation of the converting entity are as follows:

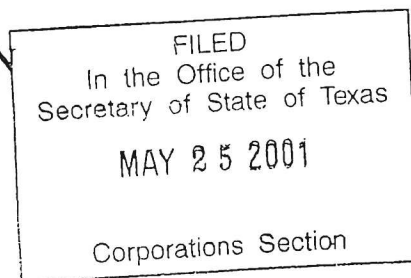
Name:	Jerdon Enterprise, Inc.
Address:	13403 Redfish
	Stafford, Texas 77477
Date of Formation:	July 16, 1996
Prior Form:	Corporation
Jurisdiction:	Texas

SIGNED on this 24 day of May, 2001.

**JERDON ENTERPRISE, L.P.**  
By: Jerdon Holding, LLC, its General Partner

By:   
Michael B. White, President

**ARTICLES OF ORGANIZATION  
OF  
JERDON HOLDING, LLC**



The undersigned, Harlan B. Naylor, III, acting as the sole organizer of a limited liability company under the Texas Limited Liability Company Act (the "Act"), does hereby adopt the following Articles of Organization for Jerdon Holding, LLC (the "Company"):

**ARTICLE ONE - NAME**

The name of the Company is **Jerdon Holding, LLC**.

**ARTICLE TWO - DURATION**

The Company shall continue in existence in perpetuity or until the earlier termination or dissolution of the Company in accordance with the provisions of its Regulations.

**ARTICLE THREE - PURPOSES**

The purposes for which the Company is organized are: (1) to serve as the general partner of Jerdon Enterprise, L.P., a Texas limited partnership, and (2) the transaction of any or all lawful business for which limited liability companies may be organized under the Act.

**ARTICLE FOUR - REGISTERED AGENT**

The name of the initial registered agent of the Company in the State of Texas is Gerald S. Brown, and the address of such initial registered agent is 13403 Redfish, Stafford, Texas 77477.

**ARTICLE FIVE - MANAGERS**

The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, one or more managers. The number, classes and qualifications of the managers shall be fixed from time to time by or in accordance with the Regulations of the Company. The number of initial managers, who shall serve as managers until the first annual meeting of members of the Company or until their successors are duly elected and qualified, shall be four (4). The names and addresses of such initial managers are as follows:

Gerald S. Brown	13403 Redfish Stafford, Texas 77477
Jeffery L. Grzybowski	13403 Redfish Stafford, Texas 77477
Michael B. White	13403 Redfish Stafford, Texas 77477
David A. Kuebker	13403 Redfish Stafford, Texas 77477

#### ARTICLE SIX - ORGANIZER

The name and address of the organizer of the Company is:

Harlan B. Naylor, III	12 Greenway Plaza, Tenth Floor Houston, Texas 77046
-----------------------	--

#### ARTICLE SEVEN - LIMITATION OF MANAGERS' LIABILITY

A manager of the Company shall not be liable to the Company or its members for monetary damages for an act or omission in the manager's capacity as a manager, except that this Article does not eliminate or limit the liability of a manager to the extent the manager is found liable for:

- (1) a breach of the manager's duty of loyalty to the Company or its members;
- (2) an act or omission not in good faith that constitutes a breach of duty of the manager to the Company or an act or omission that involves intentional misconduct or a knowing violation of the law;
- (3) a transaction from which the manager received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the manager's office; or
- (4) an act or omission for which the liability of a manager is expressly provided by an applicable statute.

Any repeal or amendment of this Article by the members of the Company shall be prospective only and shall not adversely affect any limitation on the liability of a manager of the Company existing at the time of such repeal or amendment. In addition to the circumstances in which the manager of the Company is not liable as set forth in the preceding sentences, the manager shall not be liable to the fullest extent permitted by any provision of the statutes of Texas hereafter enacted that further limit the liability of a manager or of a director of a corporation.

## ARTICLE EIGHT - INTERESTED MANAGER TRANSACTIONS

No contract or transaction between the Company and one or more of its managers or officers, or between the Company and any other limited liability company, corporation, partnership, association, or other organization in which one or more of its managers or officers are managers, directors or officers or have a financial interest, shall be void or voidable solely for this reason, or solely because the manager or officer is present at or participates in a meeting of managers or of a committee of managers which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if:

- (1) The material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the managers or the committee, and the managers or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested managers, even though the disinterested managers be less than a quorum; or
- (2) The material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the members entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the members; or
- (3) The contract or transaction is fair as to the Company as of the time it is authorized, approved or ratified by the managers, the committee or the members.

Common or interested managers may be counted in determining the presence of a quorum at a meeting of the managers or of a committee thereof which authorizes the contract or transaction.

## ARTICLE NINE - INDEMNIFICATION

The managers, officers, employees and agents of the Corporation shall be entitled to indemnification by the Company to the same extent a corporation may indemnify directors, employees, agents and others under Article 2.02-1 of the Texas Business Corporation Act as same may be from time to time supplemented or amended, and shall, to the extent indemnification is required under the Texas Business Corporation Act for directors, employees, agents and others, indemnify its managers, officers, employees, agents and others to the same extent.

## ARTICLE TEN - REGULATIONS

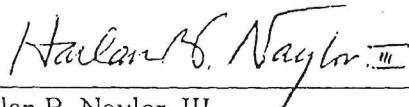
The initial regulations of the Company shall be adopted by the manager(s) named in these Articles of Organization. The power to alter, amend, or repeal the regulations of the Company, or to adopt new regulations, shall be vested in the managers, subject to repeal or change by the members. The regulations may contain any provisions for the regulation and management of the affairs of the Company not inconsistent with law or these Articles of Organization.

## ARTICLE ELEVEN - MEMBERS' CONSENT TO ACTION

Any action required by the Act or the Texas Business Corporation Act to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of members, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of membership interests having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all membership interests entitled to vote on the action were present and voted. Prompt notice of the taking of any action by the members without a meeting by less than unanimous written consent shall be given to those members who did not consent in writing to the action.

IN WITNESS WHEREOF, these Articles of Organization have been executed on the 24<sup>TH</sup> day of May, 2001 by the undersigned.

SOLE ORGANIZER

  
\_\_\_\_\_  
Harlan B. Naylor, III

<b>Project</b>	<u>Lago Vista Effluent Pond #17 Repairs and Pond #2 Improvements</u>	<b>Project Number</b>	<u>#25-03</u>
<b>Owner</b>	<u>City of Lago Vista</u>		
<b>Project Description</b>			
<p>The project is intended to bring the City of Lago Vista into compliance with TCEQ’s requirements regarding treated effluent. Pond #2 will increase in size and Pond #17 will be repaired. Major work items include excavation, earthfill, geonet/geomembrane installation, and fiber-reinforced shotcrete installation.</p> <p>Date Proposals Received <u>12/19/2024</u> Proposal Tabulation Attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Recommended Offeror <u>Jerdon Enterprise, L.P.</u></p> <p>Recommended Amount of Contract Award \$ <u>6,918,289.00</u> Project Budget \$ <u>6,918,289.00</u></p> <p>Contract Price within Available Funds? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Funding Source <u>City Funds</u></p> <p>Proposed Project Completion Date <u>12/03/2025</u></p> <p>Contract Times meet Owner’s Schedule? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<b>Comments</b>			
<p>Jerdon Enterprise was the lowest responsible bidder for the Effluent Pond #17 Repairs and Pond #2 Improvements project.</p> <p><i>Review of the Bids received indicates that the offer of the Recommended Contractor provides the best value to the Owner. A review of the Recommended Contractor’s Statement of Qualifications and a check of the references provided indicates that the Recommended Contractor meets the qualification requirements specified in the Contract Documents and that Recommended Contractor’s previous experience on similar projects has been acceptable. It is recommended that the Project be awarded to the Recommended Contractor in the amount of the Recommended Amount of Contract Award.</i></p>			
<b>Recommended by</b>	<u>Bryce Todd, P.E.</u>	<b>Date</b>	<u>01/07/2025</u>
<b>Title</b>	<u>Water Resources Design Engineer</u>		
<b>Representing</b>	<u>Freese and Nichols, Inc.</u>		



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** January 16, 2025

**SUBMITTED BY:** Taylor Whichard, City Manager

**SUBJECT:** Discussion, consideration, and possible action to pass **Resolution No. 25-2108**, updating the City's authorized signatory list by removing former City employees and Council members, and adding new employees and Council members to the signature list.

**BACKGROUND:** Maintaining an updated list of City officials authorized to sign checks is a critical component of effective financial management and governance. This ensures that only current employees and elected officials have the authority to access and manage City funds, thereby safeguarding public assets and maintaining compliance with banking and audit requirements. Regular updates to the authorized signatory list help prevent potential delays in financial transactions and reduce the risk of unauthorized access.

The proposed resolution seeks to remove individuals who are no longer employed by the City or serving on the City Council and to add newly appointed employees and elected officials.

**FINDINGS:** The current authorized signatory list for City financial transactions includes individuals who are no longer serving in their respective roles. To ensure the security and integrity of City financial processes, this resolution proposes the removal of the following former employees and elected officials from the authorized signatory list:

- Tracie Hlavinka, Former City Manager
- Starr Lockwood, Former Finance Director
- Ed Tidwell, Former Mayor
- Chelaine Marion, Former Council Member
- Stephanie Smith, Former Council Member

The current check signers are:

- Jai Brown, Chief Financial Officer
- Kevin Sullivan, Mayor
- Paul Prince, Council Member
- Shane Saum, Council Member

This resolution seeks to add Taylor Whichard, City Manager, to the list of authorized signers. Additionally, any other current Council Member who wishes to become a check signer will also be added to the list, ensuring comprehensive and up-to-date representation for City financial transactions.

**FINANCIAL IMPACT:** None

**RECOMMENDATION:** Approve.

**ATTACHMENTS:**

[Resolution No. 25-2108 Designating Signatories to the City's Bank Accounts.pdf](#)

**CITY OF LAGO VISTA, TEXAS**

**RESOLUTION 25-2108**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS DESIGNATING AUTHORIZED SIGNATORIES FOR THE CITY'S BANK ACCOUNTS**

**WHEREAS**, the City of Lago Vista maintains bank accounts for the disbursement of funds in order to conduct business of the City; **and**

**WHEREAS**, it is necessary to update the authorized signatories who are permitted to conduct transactions on behalf of the City.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Lago Vista, Texas:

**Section 1.** Addition of Authorized Signatories: The following individuals are hereby authorized to act as signatories of the City of Lago Vista for the purpose of conducting transactions, including but not limited to, signing checks, making deposits and authorizing electronic transfers, on the City's bank accounts.

Taylor Whichard, Interim City Manager

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 2.** Removal of Signatories: The following individuals are hereby removed as authorized signatories of the City of Lago Vista for the purpose of conducting transactions on the City's bank accounts:

Tracie Hiavinka, Former City Manager  
Stephanie Smith, Former City Council Member  
Starr Lockwood, Former Finance Director  
Chelaine Marion, Former City Council Member  
Edward Tidwell, Former Mayor

**Section 3.** This resolution supersedes any previous resolutions or authorizations regarding the signatories for the City's bank accounts.

**Section 4.** This resolution shall take effect January 17, 2025

**PASSED AND APPROVED** by majority vote of the City Council of the City of Lago Vista, Texas, this **16<sup>th</sup> day of January 2025**.

\_\_\_\_\_  
Kevin Sullivan, Mayor

ATTEST:

\_\_\_\_\_  
Maria Franco, City Secretary TRMC

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



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** January 16, 2025

**SUBMITTED BY:** Taylor Whichard, City Manager

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

**BACKGROUND:** During the budget process earlier this summer, the use of Hotel Occupancy Tax (HOT) funds was discussed in relation to funding various non-profit organizations that applied for City grants. At the time, the City Attorney expressed hesitation about utilizing HOT funds for these purposes without further investigation to ensure compliance with state regulations governing HOT fund expenditures.

Due to this uncertainty, the City Council made the decision not to allocate HOT funds for these non-profits, opting instead to fund them through the General Fund. This decision effectively reduced the funding provided to these organizations by half, as the General Fund allocation could not fully compensate for the intended support from HOT funds.

This agenda item seeks to revisit the use of HOT funds to determine whether they can be allocated to eligible non-profit organizations in compliance with statutory requirements, thereby potentially restoring or supplementing their funding. In addition to these non-profit organizations, it will also explore other opportunities where these HOT funds could be applied.

Given the absence of hotels in the City, these HOT funds are generated through Short Term Rentals.

**FINDINGS:** The Texas Municipal League (TML) provides clear guidelines on the permissible uses of Hotel Occupancy Tax (HOT) funds, emphasizing a two-part test for all expenditures: Heads in Beds

1. **Direct Promotion of Tourism and the Hotel Industry:** Expenditures must directly enhance and promote tourism

and the convention and hotel industry. This means funded activities should attract visitors who will utilize local lodging establishments.

2. **Qualifying Categories:** Expenditures must fit within one of the nine statutory categories outlined in the Texas Tax Code, which include:
  - **Convention Centers and Visitor Information Centers:** Funding the establishment, improvement, or maintenance of these facilities.
  - **Registration of Convention Delegates:** Covering expenses for registering convention delegates or registrants.
  - **Advertising and Promotions:** Advertising and conducting promotional programs to attract tourists and convention delegates.
  - **Arts Promotion:** Encouragement, promotion, improvement, and application of the arts that directly enhance tourism.
  - **Historical Restoration and Preservation:** Projects or advertising related to historic sites or museums that attract tourists.
  - **Sporting Events:** Expenses related to sporting events that substantially increase hotel activity, with certain limitations.
  - **Enhancement of Sports Facilities:** Upgrading existing sports facilities or fields to attract tourists.
  - **Transportation Systems for Tourists:** Funding transportation systems that transport tourists from hotels to various attractions.
  - **Signage:** Erecting signage directing tourists to sights and attractions frequently visited by hotel guests.

It is essential to document how each funded activity meets these requirements to ensure compliance with state law and to safeguard the appropriate use of HOT funds.

For further detailed guidance, the Texas Municipal League's publication, "The Hotel Tax Two-Step," offers an in-depth overview of the legal parameters governing HOT fund expenditures.

Additionally, the Texas Comptroller of Public Accounts provides resources on the administration and permissible uses of local hotel occupancy taxes.

**FINANCIAL IMPACT:**

Additional HOT Funds could potentially be expended based on the determination by the Council.



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

- DATE:** January 16, 2025
- SUBMITTED BY:** Taylor Whichard, City Manager
- SUBJECT:** Discussion, consideration, and possible action on revisions to the City Council's Rules of Procedure.
- BACKGROUND:** Customarily, any time a new City Council is seated, the Council's Rules of Procedure are brought forward for review. This practice ensures that the governing body has an opportunity to familiarize themselves with the established procedural framework and make any necessary revisions to reflect the preferences and operational needs of the current Council.
- The Rules of Procedure serve as a foundational document that outlines the processes and protocols for conducting Council meetings, facilitating public participation, and addressing other governance matters. Regular review of this document promotes transparency, consistency, and efficiency in Council operations.
- The most recent revisions to the Rules of Procedure were adopted through Ordinance No. 24-04-04-01 which has been included. This agenda item provides the City Council with the opportunity to review the existing rules and propose updates or modifications as deemed necessary.
- FINDINGS:** The review and potential revision of the City Council's Rules of Procedure provides an important opportunity to ensure that the governing framework remains effective, relevant, and compliant with state law.
- FINANCIAL IMPACT:** N/A
- RECOMMENDATION:** Provide guidance and consensus on suggested changes to the Rules of Procedure.
- ATTACHMENTS:**  
[24-04-04-01 Amend Rules of Procedure.pdf](#)

**ORDINANCE NO. 24-04-04-01**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, AMENDING ORDINANCE 23-01-05-06, RULES OF PROCEDURE, PROVIDING FOR PUBLICATION, PROVIDING FOR PENALTIES, 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**, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by to the City; and

**WHEREAS**, Article III, Section 3.13 of the City Charter of Lago Vista, Texas requires the City Council to establish by ordinance its procedures for conducting Council meetings; and

**WHEREAS**, the City Council of the City of Lago Vista most recently amended its rules of Procedure by adopting Ordinance No. 23-01-05-06 establishing Rules of Procedure applicable to the City Council and all City commissions, boards and advisory committees; and

**WHEREAS**, the City Council finds that it is necessary and proper for the purpose of promoting effective and efficient government of the City to amend the Rules of Procedure by repealing and replacing the current version.

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

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

**SECTION 2. AMENDMENT.** The City Council of the City of Lago Vista, Texas, does hereby amend the Rules of Procedure by replacing such Rules of Procedure in their entirety with the version 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 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.

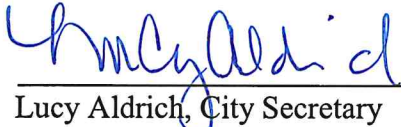
**AND, IT IS SO ORDERED.**

**PASSED AND APPROVED** this 4th day of April, 2024 by a vote of the City Council of the City of Lago Vista, Texas.

  
\_\_\_\_\_  
Kevin Sullivan, Mayor



ATTEST:

  
\_\_\_\_\_  
Lucy Aldrich, City Secretary

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

Exhibit "A"

# **RULES OF PROCEDURE**

## **FOR THE CITY COUNCIL, COMMISSIONS, BOARDS, AND ADVISORY COMMITTEES OF THE CITY OF LAGO VISTA, TEXAS**



Adopted: 2021  
Amended April 2024

Sources Include: Robert’s Rules of Order, Rosenberg’s Rules of Order, National Association of Parliamentarians, and the Texas Cities of Bellaire, Huntsville, Kerrville, Killeen, Murphy, West University Place, and Weatherford.

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## **ARTICLE 1. AUTHORITY, APPLICABILITY, AMENDMENT, AND ANNUAL REVIEW**

### **1.1 Authority.**

Article III, Section 13 of the City Charter of the City of Lago Vista, Texas grants the City Council the right to determine its own rules of procedure; the following rules are enumerated under and by authority of said provision.

### **1.2 Applicability.**

The rules of procedure adopted by the City Council are applicable not only to the City Council, but also to the commissions, boards, and Commissions of the City of Lago Vista, in accordance with the Charter. Whenever these Rules use the term “Commissions” that term shall mean “committees, boards, and commissions” unless otherwise indicated.

Open meeting requirements of the City Council do not apply to city Commissions without rulemaking or independent regulatory authority, nor to quasi-judicial or ad hoc Commissions except as required under state law.

Processes for disciplinary action will be similar for the City Council and the regulatory Commissions but will vary for the nonregulatory Commissions.

Any reference to Mayor also applies to the presiding officer of a Commission of the City of Lago Vista. Any reference to City Council also applies to any Commission.

Decisions made by state-mandated Commissions, like those of City Council, may require a super-majority vote. Detailed, unique information about Commissions can be found in Article 7 of this document.

### **1.3 Annual Review.**

Following the municipal elections each year, Council may review these Rules of Procedure, make changes as appropriate, and adopt their own rules of procedure in accordance with the Charter. In the event no annual review occurs, the standing Rules of Procedure continue in effect. This does not limit the Council’s right and ability to amend the rules at any other time during the year, in accordance with the Charter.

## **ARTICLE 2. GENERAL RULES OF PROCEDURE AND POLICIES**

### **2.1 Construction of Authority.**

The construction of authority in all matters associated with the meetings and activities of the City Council, including the agenda, shall be: (1) the U.S. Constitution and laws of the United States of America; (2) the Texas Constitution and statutes of the State of Texas; (3) the City Charter; (4) the Code of Ordinances of the City of Lago Vista, Texas; (5) these Rules; and, (6) Rosenberg’s Rules of Order as amended and set forth herein.

### **2.2 Meetings Shall Be Public.**

All meetings of the City Council shall be public, and notices thereof shall be posted as provided under the Texas Government Code, Chapter 551, Open Meetings Act. Except in the case of an

emergency meeting, notice of all meetings shall be given 72 hours before the time set for any meeting.

The Lago Vista City Hall is wheelchair accessible and special parking is available on the east side of the building. If special accommodations are required, please contact the city secretary a minimum of 24 hours in advance at (512) 267-1155.

All meetings of the City Council or Commissions with rulemaking or independent regulatory authority will be video recorded and posted to the city website. Meetings should be conducted in such a way that recordings are possible. Currently, that translates to conducting the meeting in Council chambers or a location approved by the Council Liaison.

Commissions without rulemaking or independent regulatory authority may be video recorded and posted to the city website when possible. All regulatory Commissions are mandated to conduct their meetings in the Council Chambers, where video recording software is made available.

### **2.3 Conduct of Meetings.**

Meetings of the City Council shall be conducted according to the rules adopted by the City Council, as well as the terms and provisions of Rosenberg's Rules of Order as amended herein and when not inconsistent with these rules.

### **2.4 Regular Meetings.**

Regular meetings of the City Council shall be on the first and third Thursday of each month at 5:30 p.m. in Council chambers. The regular session of the City Council shall begin at 6:30, but work sessions and executive sessions will be held before the regular session and may continue after the regular session. The City Council may, by majority vote at a regular meeting, change the days or times of meetings as circumstances may necessitate. Please refer to Section 1.331 of the Code of Ordinances for more information on meeting specifications.

### **2.5 Special/Town Hall Meetings.**

Special meetings of the City Council may be called upon request of the mayor, or two members of the City Council then seated. A request for a special meeting shall be filed with the city secretary or the city manager in written/electronic format unless made at a regular meeting at which a quorum of council members is present. The city manager and all Council members shall be notified of all special meetings.

### **2.6 Emergency Meetings.**

In case of an emergency or urgent public necessity, which shall be expressed in the meeting notice, it shall be sufficient if members receive, and notice is posted one (1) hour before the meeting is convened. Notice shall be provided also to the media in accordance with the Texas Government Code, Section 551.047.

### **2.7 Work Sessions.**

Work sessions are special meetings called for the purpose of conducting a detailed and thorough exploration of matters that may properly come before the City Council.

## **2.8 Executive Sessions.**

Executive sessions are sessions closed to the public. They are only permitted for the purpose of discussing matters enumerated in Chapter 551, Open Meetings Act of the Texas Government Code. Disclosure of topics to be discussed shall be made to the public in accordance with the requirements of the Open Meetings Act.

The City Council can convene into an executive session as stated on a posted agenda during a regular or special meeting. However, before said session begins, the presiding officer shall announce that the executive session is commencing and identify the section or sections of the Open Meetings Act under which the closed meeting is held. The order in which an executive session may appear on the agenda is subject to the discretion of the City Council. A certified agenda of the meeting will be created by the presiding officer or his or her designee, sealed and permanently kept in accordance with state law, subject to opening by court order. No voting or action shall be taken by the City Council during an executive session. No other subject other than that posted on the agenda is to be considered. Adjournment of the executive session and any vote needed shall be made during the open public meeting.

Legal advice discussed in executive session shall remain confidential unless the City Council votes to waive the attorney-client privilege. Except for action taken in open session, no Council Member, staff member, or legal counsel may disclose the deliberations in executive session on matters discussed under other lawful exceptions under the Open Meetings Act

## **2.9 Recessed Meetings.**

No meeting shall be recessed for a longer period of time than allowed by state law.

## **2.10 Quorum.**

The number of members of the City Council that shall constitute a quorum for the conduct of business shall be in accordance with the City Charter.

## **2.11 Conflict of Interest.**

Rules governing a City Council member's ability to vote when a conflict of interest exists shall be governed by the City Charter.

## **2.12 Presiding Officer.**

Rules governing the presiding officer are defined in the City Charter.

The Presiding Officer shall serve as the chair of all meetings and shall make final rulings on all questions pertaining to these rules. All decisions of the presiding officer are final unless overruled by the City Council through a motion to appeal as described in Article 3.9 – Courtesy, Decorum and Order of these rules.

The presiding officer is entitled to participate in the discussion and debate and is entitled to vote on all business before the City Council. Because the presiding officer conducts the meeting, it is common courtesy for the chair to take a less active role than other members of the City Council in debates and discussions. This practice in no way precludes the presiding officer from participating

in the meeting fully and freely; however the presiding officer shall not make a motion unless the remainder of the Commission or council members fail to make a motion.

The presiding officer of Commissions shall be the person selected according to the rules defined in the appropriate enabling ordinance and powers vested in that presiding officer will also be defined in that same ordinance.

### **2.13 Minutes of Meetings.**

The city secretary shall keep an account of all proceedings of the City Council, and they shall be open to public inspection in accordance with the laws of the State of Texas.

### **2.14 Suspension of Rules.**

Any provisions of these rules not governed by federal, state law or the City Charter may be temporarily suspended by a super majority vote (see Article 3.7 of these rules) of the City Council.

### **2.15 Amendment of Rules.**

These rules may be amended, or new rules adopted, by a super majority vote of the members of the city council present.

## **ARTICLE 3. PARLIAMENTARY PROCEDURE**

### **3.1 Purpose.**

The purpose of these rules of parliamentary procedure is to establish orderly conduct of the meetings. The ultimate purpose of these rules of parliamentary procedure is to encourage and facilitate decision- making by the City Council. These rules enable the majority to express their opinion and fashion a result.

### **3.2 Model Format for an Agenda Item Discussion.**

The following nine (9) steps may be used as a model or guidebook by the presiding officer. The meeting is governed by the agenda and the agenda constitutes the only items to be discussed. Each agenda item can be handled by the presiding officer (Mayor) in the following basic format:

- 1. *Announce the Item.*** The mayor should announce the agenda item number and should clearly state the subject matter of the agenda item by reading the caption for the item being considered.
- 2. *Receive a Report.*** The mayor should invite the appropriate people to report on the item, including any recommendation they might have.
- 3. *Council Discussion.*** The mayor should ask the council members if they have any technical questions for clarification. At this point, members of the City Council may ask clarifying questions to the people who reported on the item, and they should be given time to respond. Council discussion on an item may continue after citizen comments are given.
- 4. *Seek Citizen Input.*** The mayor should invite citizen comments – or if a public hearing, open the public hearing. Upon conclusion, the mayor should announce that public input is closed, or if a public hearing, close the public hearing.

5. **Motion First.** The mayor should invite a motion from the City Council before debate is given on the merits of the item. The mayor should announce the name of the member who makes the motion.
6. **Motion Second.** The mayor should determine if any member of the City Council wishes to second the motion. The mayor should announce the name of the member who seconds the motion. If no member of the City Council wishes to second the motion, then the motion fails, and should be so stated by the mayor.
7. **Discuss the Motion.** The mayor will announce that there is a motion and a second, and will restate the motion, and will invite the members of the City Council to discuss the motion. If there is no desired discussion, the mayor may call for a vote. If there has been no discussion or a brief discussion, then there is no need to repeat the motion before taking a vote. If the discussion has been lengthy, it is a good idea to repeat the motion before calling for the vote.
8. **Vote.** The mayor calls for the vote. A simple majority vote determines whether the motion passes or fails unless a super-majority is required for passage. All Council members, including the mayor, shall vote upon every question, ordinance, or resolution, unless recused because of a conflict of interest as defined in the City Charter. Unless so excused, any Council Member refusing to vote shall be recorded in the minutes as voting with the majority. Action items require a vote.
9. **Announce the Outcome.** The mayor announces the results of the vote and should also state what action (if any) the Council has taken.

### 3.3 The Basic Motions.

The basic motion is the one that puts forward a decision for consideration. A basic motion might be: "I move approval of the ordinance as submitted," or "I make a motion that we deny the resolution."

### 3.4 The Motion to Amend.

If a member wants to change a basic motion, the member will have to move to amend the original or previously amended motion. A motion to amend might be: "I move that we amend the motion to include the changes we discussed to the ordinance." A motion to amend seeks to retain the basic motion on the floor (a motion made and seconded), but to modify it in some way. A motion to amend requires the agreement of the person making the original motion. If the basic motion has already been seconded, the motion to amend must be acknowledged and accepted by the member who seconded the basic motion.

### 3.5 Discussion and Debate.

The basic rule of motions is that they are subject to discussion and debate. Accordingly, the basic motion and the motion to amend are all eligible, each in their turn for full discussion by and before the City Council. Discussion and debate can continue as long as the members wish to discuss it, or until a motion is made to limit debate (call the question or move the question) which requires a super majority. At that time, the mayor shall call for a vote on the motion.

**3.6 Other Motions.**

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the Council to move on. The following motions are NOT debatable, and the mayor must immediately call a vote on the motion, if seconded by another Council Member.

- **Motion to Adjourn.** This motion, if passed, requires the Council to immediately adjourn to its next regularly scheduled meeting. This motion requires a simple majority vote.
- **Motion to Recess.** This motion, if passed, requires the Council to immediately take a recess. Normally the Mayor will determine the length of the recess which could last for a few minutes to several hours. It requires a simple majority vote.
- **Motion to Fix the Time to Adjourn.** This motion, if passed, requires the Council to adjourn the meeting at the specific time set in the motion. For example, “I move we adjourn this meeting at Midnight.” It requires a simple majority vote.
- **Motion to Table.** This motion, if passed, requires discussion of the agenda item to be halted immediately, and the agenda item to be placed on hold. The motion may contain a specific time to bring the item up again, or it may not specify a time. If no time is specified, the item shall be placed on the agenda at the very next regular Council meeting.
- **Motion to Remove from Table.** This motion, if passed, allows the Council to remove an item previously placed on hold. A vote in favor of removing an item from the table must be made before the Council can take action on an item that was tabled.

**3.7 Motions Requiring a Three-Fourths or Supermajority Vote to Pass.**

Normally a super majority vote consists of six votes (four to pass as a simple majority, plus two more). For the purposes of these rules and as defined in the Charter, a three-fourths vote shall be referenced as a Supermajority vote. In exceptional circumstances where the number of council members is diminished due to vacancy, the following shall constitute a three-fourths or super majority vote:

NUMBER OF COUNCIL MEMBERS PRESENT	NUMBER OF VOTES FOR SUPER MAJORITY
6	5 or more
5	4
4	3
3	3

- **Motion to Limit Debate.** This motion is sometimes referred to as, “moving the question” or, “calling the question.” When a member of the Council makes such a motion, the member is saying, “I have had enough discussion, let’s vote on the issue.” When such a motion is made, the mayor should ask for a second, stop the discussion and vote on the motion to limit debate. The motion requires a super majority vote to pass.

- ***Motion to Object to the Consideration of an Item.*** This motion, if passed, precludes the City Council from even considering the item on the agenda. It does not preclude the item from appearing on a future agenda. The motion requires a super majority vote to pass. (Normally, this motion is unnecessary because the objectionable item can be defeated outright or tabled.)
- ***Motion to Suspend the Rules.*** This motion is debatable but requires a super majority vote to pass. This motion allows the Council to suspend its own rules for a particular purpose. For example, the Council may desire to give a particular speaker more time than normally allowed. A “motion to suspend the rules and give the speaker ten additional minutes,” accomplishes this desire.
- ***Motion to Hire/Fire the City Manager.*** The city manager shall be appointed or removed by a vote of at least 5 members, provided that his or her salary may be set by a simple majority vote. (Charter Art. IV Section 4.01 – City Manager.)

### **3.8 Motion to Reconsider.**

There is a special motion that requires a bit of explanation all by itself: the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure on the issue. As such, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to reconsider is made.

A motion to reconsider requires a simple majority vote to pass, but there are two special rules that apply only to the motion to reconsider.

The first rule involves timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next regular meeting (if properly noticed and on the posted agenda). A motion to reconsider made at a later time is considered untimely and it may not be considered unless the Council suspends the rules to consider it.

Second, the motion to reconsider can only be made by a member of the Council who voted in the majority on the original motion. The motion to reconsider may be seconded by any member of the City Council regardless of how they voted on the original motion. If a member of the Council who voted in the minority on the original motion seeks to make a motion to reconsider, it must be ruled out of order by the mayor. The purpose of this rule is finality. If a member of the minority could make a motion to reconsider, then the item could be brought back again and again, which would defeat the purpose of finality.

If a motion to reconsider passes, then the original matter is back before the Council, and a new original motion is in order. The matter may be discussed as if it were on the floor for the first time.

### **3.9 Courtesy, Decorum and Order.**

These rules of order are meant to promote an atmosphere of courtesy and decorum appropriate for the efficient discussion of business. It is the responsibility of the mayor (and the members of the City Council) to maintain that atmosphere of courtesy and decorum. The mayor should always ensure that debate and discussion focus on the item and the policy in question, not on the personalities of the participants in the discussion. Debate on policy is healthy; debate on

personalities is not. In order to assist in the creation and maintenance of that atmosphere, the following rules shall govern all meetings:

1. **Request to Speak.** Before a council member, staff member or an audience member may speak, they must first be recognized by the mayor. Upon recognition the person requesting to speak shall hold the floor and shall make their point clearly and succinctly. Public comments must be kept relevant to the subject before the Council. The mayor shall rule on the relevance of comments. Persons making irrelevant, personal, impertinent, overly redundant, or slanderous remarks may be barred by the mayor from further comment before the Council during the meeting. Audience members who wish to speak during an agenda must first complete a 'request to speak card' and submit it to the city secretary. The mayor has the right to cut a speaker off if the discussion becomes too personal, too loud, too crude, irrelevant, impertinent, redundant, or slanderous.
2. **Order.** If a person fails to request to speak before speaking, the mayor shall rule them 'out of order' and remind them that they do not have the floor. While the City Council is in session, all council members must preserve order and decorum. A person shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the meeting, nor disturb any other person while speaking or refuse to obey the orders of the mayor.
3. **Improper References Prohibited.** Every person desiring to speak shall address the entire Council and shall not single out a member of the Council, the audience, or a staff member. Speakers shall confine themselves to the question under debate, avoiding all personal attacks and indecorous language.
4. **Interruptions.** A council member, once recognized, shall not be interrupted when speaking unless it is to call him or her to order, or other such interruption expressed below. If the council member, while speaking, is called to order, he or she shall cease speaking until the question of order is determined, and if the council member is found to be in order, he or she shall be permitted to proceed speaking. Allowable interruptions or points of order available to council, city manager, city secretary, or city attorney are as follows:
  - a. **Point of Privilege.** The proper interruption would be: "Point of Privilege." The mayor would then ask the interrupter to, "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room might be too hot or too cold or a fan motor might interfere with a council member's ability to hear.
  - b. **Point of Order.** The proper interruption would be: "Point of Order." The mayor would then ask the interrupter to, "state your point." Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the mayor called for a vote on a motion that permits debate without allowing any discussion.
  - c. **Motion to Appeal.** If the Mayor makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the mayor by stating, "motion to appeal." If the motion is seconded and after debate if it passes by a simple majority vote, the ruling of the mayor is reversed.
  - d. **Call for orders of the day.** This is simply another way of saying, "let's return to the agenda." if a council member believes the discussion has strayed from the agenda. The

motion does not require a vote. If the Mayor discovers that the discussion has strayed from the agenda, he or she simply returns to the business of the day.

**e. *Withdraw a Motion.*** During the debate and discussion of a motion, the original maker of the motion on the floor, at any time, may interrupt the speaker to withdraw his or her motion. The motion is immediately deemed withdrawn and discussion on the motion shall cease. Council members are free to make the same motion or another motion.

### **3.10 Enforcement of Rules and Procedures.**

The following provisions may be used to enforce the good order and decorum of the meeting. The action may be taken by the mayor under his or her own action, or upon a motion to enforce by any council member. Reference to sergeant at arms only refers to city council meetings and at Commission, meetings as requested by the council liaison and approved by the city manager.

1. ***Warning.*** The mayor may order any person (council member, staff member or audience member) in violation of these rules to be silent.
2. ***Removal.*** If, after receiving a warning from the mayor, the person continues to disturb the meeting or breach the peace and good order of the meeting, the mayor may order the person to leave the meeting. If the person does not leave the room, the mayor may order the sergeant-at-arms to remove the person.
3. ***Sergeant-at-Arms.*** The sergeant-at-arms shall be the highest-ranking police officer in attendance at the council meeting, or such other officer designated by the chief of police for that purpose.

Upon instruction of the mayor, it shall be the duty of the sergeant-at-arms to remove from the meeting any person who intentionally disturbs the proceedings of the City Council. A violation of these rules may be deemed an attempt to disrupt, obstruct, and/or interfere with a lawful meeting and subject the violator to prosecution under state law for disrupting a lawful meeting. (Section 42.05, Texas Penal Code).

4. ***Resisting Removal.*** Any person who resists removal by the sergeant-at-arms may be charged with violating Section 42.05 of the Texas Penal Code.
5. ***Motion to Enforce.*** Any council member may move to require the mayor to enforce these rules and the affirmative vote of a simple majority of the Council shall require the mayor to do so. A motion to enforce is an allowable interruption and is not debatable.

### **3.11 Council May Discipline its Own Members.**

In the event a council member violates the Charter, these Rules or any other ordinance of the City or acts in a manner that causes embarrassment or disgrace to the City of Lago Vista, the City Council on supermajority vote may discipline the offending member. This process will be in force for the City council and the three commissions with regulatory authority. Discipline of advisory Commissions is addressed in Section 7.8 of this document. The issue shall be raised within 30 days of the offense, or it is no longer actionable.

Such action may only take place after an executive session is held to discuss the offense. The offending member shall be present at the executive session to answer any questions asked by members of the

City Council or make other statements as he or she may desire to make in his or her defense. If the offending member refuses to attend the executive session, the remaining members of the City Council may proceed in his or her absence.

The outcome of the executive session may be as follows and shall be made publicly in open session in accordance with the Texas Open Meetings Act:

1. **No Action.** The City Council chooses to take no action.
2. **Private Censure.** The City Council may choose to privately censure the offending member, leaving their comments to the offending member in the confines of the executive session.
3. **Public Censure.** The City Council may choose to publicly censure the offending member through a resolution passed by supermajority vote and entered into the public record. For purposes of calculating a supermajority vote under this section, the City Council shall include the total number of those members of the City Council present and voting in favor of such censure, divided by the total number of members of the City Council less any vacancies, and less the member who is the subject of the vote.

If one of the regulatory Commissions holds a disciplinary session and cannot come to a resolution about one of the above options, the council liaison will bring the matter to the council for resolution.

## ARTICLE 4. MEETING AGENDAS

The mayor and the city manager or an appropriate designee, shall prepare an agenda and cause the same to be posted a minimum of 72 hours prior to the meeting. Agendas shall be delivered to the City Council, in the format requested by each council member, by days end of the day of posting, or within such other times as established by the City Council from time to time. In the event of an emergency meeting of the City Council, this provision shall be suspended when not inconsistent with the provisions of federal or state law or the City Charter.

To facilitate the agenda process, the mayor, two council members, or the city manager may place an item on the upcoming City Council agenda. Staff assistance, if required, should be requested through the city manager. Agenda items must be provided to the city manager's office at city hall by 12:00 noon on the eighth (8) calendar day preceding the date of the regular meeting.

If the agenda topic does not allow sufficient time for staff to adequately prepare the necessary reports, information, or materials for City Council's consideration, the mayor, city manager, and requesting council members shall discuss the matter and decide whether to move the item to a future Council agenda. Likewise if including the requested item(s) on the current Council agenda will result in an excessively long meeting, they shall discuss whether to move the item(s) to a future agenda meeting to balance out the City Council and staff workload. If no agreement can be reached on delaying the requested item, the requesting members shall prevail.

### 4.1 Call to Order & Announcement of a Quorum

The mayor shall call the meeting to order. The mayor shall announce that a quorum of the City Council is present and shall state for the record the names of all members of the City Council who are absent.

#### **4.2 Executive Session Items.**

This section is only used when it is necessary for the Council to convene in executive session. Executive sessions are sessions closed to the public. They are only permitted for the purpose of discussing matters enumerated in Chapter 551, Open Meetings Act of the Texas Government Code. Disclosure of topics to be discussed shall be made to the public in accordance with the requirements of the Open Meetings Act.

If the subject of the executive session warrants, the executive session may be held prior to the regular session and after the regular session, as necessary.

#### **4.3 Action on Executive Session Items.**

This section is only used if Council conducts an executive session. Action on executive session items must be taken during public/open session of the Council. Action may include the taking of no action at all.

#### **4.4 Pledge of Allegiance to the United States Flag and Texas Flag and Invocation**

The Council shall recite the Pledge of Allegiance to the United States Flag and pledge to the Texas Flag. In addition, an Invocation may be made at this time. Commissions can independently determine if they would like to recite the pledges and conduct an invocation.

#### **4.5 Citizen Comments on Non-Agenda Items.**

All persons desiring to speak to the City Council on a non-agenda item must submit a 'request to speak card' to the city secretary at least five (5) minutes before meeting starts.

#### **4.6 Items of Community Interest.**

The mayor, council members, and citizens will have an opportunity to speak about items of community interest.

#### **4.7 Presentations & Proclamations.**

The mayor shall make any presentation or deliver any proclamation as may be required from time to time. Outside entities and organizations granted permission to make a presentation shall be placed in this section.

#### **4.8 Public Hearings.**

This section is only used when a statutorily required public hearing is part of the order of business. The mayor shall first request staff comments. The mayor shall open the public hearing and receive citizen input. While the public hearing is open, City Council may ask questions of the speakers, but may not deliberate or argue with the public on the matter at hand. Those speaking at a public hearing are required to follow the rules established herein for citizen comments. Upon conclusion of citizen comments, the mayor shall close the public hearing. Council may deliberate or take action on the matter at hand upon the closing of the public hearing.

#### **4.9 Regular Agenda Items.**

Items for individual consideration shall be considered by the City Council individually and approved by either a simple majority vote or a super majority vote as may be required.

#### **4.10 Citizen Comments on Agenda Items.**

All persons desiring to speak to the City Council on an agenda item must submit a “request to speak card” (or its digital/remote equivalent) to the City Secretary at least five (5) minutes before meeting starts.

#### **4.11 Approval of the Minutes.**

The Council shall consider the minutes of any meeting presented for their review since the last regular meeting. This heading will only be used when there are no other items listed on a consent agenda.

#### **4.12 Consent Agenda Items.**

There is hereby established, as a part of every agenda for regular and/or special called meetings of the City Council, a portion of said agenda that shall be labeled “consent agenda.” Said consent agenda may consist of any and all business regularly coming before the City Council (except required public hearings and items requiring a supermajority vote) including approval of the minutes of previous meetings.

All items set out in the consent agenda shall be deemed passed upon passage of an affirmative motion, by a vote of the majority of the members of the City Council then seated, that the consent agenda be adopted. No further action shall be deemed necessary, and all such items appearing on the consent agenda, upon passage of such motion, shall be deemed adopted as if voted upon separately and as if the caption and/or body of any ordinance therein set out shall have been read in full.

Any member of the City Council may request that any item be removed from the consent agenda and considered separately. Such a request shall be honored as if it had been passed by majority vote.

If any item was removed from the consent agenda, it will be considered immediately following approval of the remainder of the consent agenda.

#### **4.13 Discussion Items.**

Discussion items for individual consideration shall be considered and discussed by the City Council individually.

#### **4.14 Staff and Council Liaison Reports.**

This section is used for routine reports provided by staff regarding their respective departments to the Council and discussion of staff reports previously distributed to council. Council Liaisons may report on activity taking place within their assigned Commissions. Council Liaisons may also bring forward items from their assigned Commissions for City Council consideration for future discussion and action if needed. No discussion or action may be taken on an item without the specific item first being listed on the agenda and noticed to the public. See Rules and Procedures Section 7.8(4)(d).

## **ARTICLE 5. WORK SESSION POLICIES AND PROCEDURES**

### **5.1 Purpose.**

City Council may call and hold work sessions for the purpose of conducting a detailed and thorough exploration of matters that may properly come before the City Council. The following rules shall prevail for the call and conduct of work session meetings.

### **5.2 Agenda.**

Only a limited number of matters shall be considered by the City Council during a work session, and sufficient time for consideration of such matters shall be provided. An abbreviated agenda order shall be used for all work session agendas.

### **5.3 Documents and Exhibits to be Presented.**

Staff shall make available to the City Council all documents, exhibits, maps, plats, architectural drawings, specifications, or other similar documents at the same time the agenda is posted. When necessary, the mayor and city manager can introduce new material after the agenda has been posted when the new information is vital to an agenda item.

### **5.4 Technical Questions.**

All questions of a technical nature, which require a detailed explanation for understanding, may be considered in a work session. Council may, through the city manager, request the attendance of such staff members or outside experts as may be required to answer such questions.

### **5.5 Prohibitions Against Formal Actions.**

No formal actions may be taken at a work session. Council may provide staff direction on the matter being considered and ask that the item be placed on a regular or special called meeting agenda for formal action.

### **5.6 Audience Comments or Questions.**

Audience comments or questions will be considered at a work session subject to legal time constraints.

## **ARTICLE 6. RULES GOVERNING CITIZEN COMMENTS**

### **6.1 Purpose.**

It is the desire of the City Council to hear from the citizens of Lago Vista and to stimulate discussion and offer a forum for a cordial and meaningful public debate on matters that are properly a concern of the City Council. The following rules shall control and govern audience comments and may be included in the agenda as a reminder.

### **6.2 Rules Governing Citizen Comments.**

1. A maximum of 30 minutes will be devoted to receiving comments from the public on non-agenda items unless the council, by simple majority vote suspends this rule.

2. Each speaker is limited to one presentation per agenda item and a maximum timed limit of three minutes on any item unless the council, by simple majority, vote to suspend this rule.
3. Notwithstanding the foregoing, one speaker may donate their allotted three minutes to another speaker to allow the donee a total of up to six minutes to present.
4. No individual may address City Council without submitting a speaker card at least five (5) minutes prior to the beginning of the meeting. The card must clearly state the subject or issue on which the citizen wishes to speak. If the subject matter does not pertain to city business, the mayor shall advise the individual and/or make recommendations as to how they may get the issue addressed. The mayor can consider comments from citizens that did not submit a request as time permits.
5. Citizens speaking on agenda items shall restrict their comments to the subject matter listed.
6. Citizens speaking on non-agenda items shall only speak on matters pertaining to city business or issues which the Council would have the authority to act upon if brought forth as an agenda item.
7. Council may not act upon or discuss any issue brought forth as a non-agenda item; except to:
  - a. Make a statement of specific factual information given in response to the inquiry, or
  - b. A recitation of existing policy in response to the inquiry.
  - c. Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.
8. No placards, banners or signs may be displayed in the council chambers or city hall. Exhibits relating to a presentation are acceptable.
9. Arguing, intimidation or other disruptive behavior is prohibited. Discussion and/or debate are acceptable only on items specifically listed on the agenda.
10. Unauthorized remarks from the audience, stomping of feet, applauding, whistles, yells, or any type of disruptive behavior is prohibited. Applause of appreciation may be acceptable when recognizing a significant event or achievement.
11. Proper respect, decorum, and conduct shall prevail at all times. Impertinent, slanderous, or personal attacks are strictly prohibited, and violators may be removed from the council chambers.

### **6.3 Preservation of Order.**

Immediately preceding the opening of a public hearing, the mayor may read or may direct the city secretary to read the rules governing citizen comments. Council meetings are the workplace to carry out the business of the City of Lago Vista; therefore, any conduct that could constitute harassment in the workplace is prohibited. The mayor shall preserve order and decorum and, if necessary, shall cause to be silenced or removed from the council chambers any person speaking out of order or disrupting the order of the meeting. In all cases, the mayor shall preside over the Council meeting and ensure that proper conduct and decorum is adhered to.

## **ARTICLE 7. COMMISSIONS**

### **7.1 General.**

All standing Commissions are described under Article VII, Commissions and Boards, of the City of Lago Vista City Charter. Ad hoc Commissions may be temporarily appointed and terminate upon completion of a specific task or special purpose for which they are created, or when abolished by a majority vote of the City Council. Ad hoc Commissions shall have no powers other than advisory to

the City Council and all Rules of Procedure apply to them, provided that such ad hoc Commissions shall not be required to follow any open meetings rules that are not applicable to such Commission under state law.

## **7.2 Meeting Times and Agenda Order.**

All regulatory Commissions shall be subject to these rules. Each Commission shall set their own agenda.

## **7.3 Commissions with Rulemaking, Independent Regulatory, or Quasi-Judicial Authority.**

In no specific order: Planning and Zoning Commission, Building and Standards Commission, and Board of Adjustment. These may be referred to herein as “Regulatory Commissions”.

## **7.4 Commissions without Regulatory Authority.**

In no specific order: Lago Vista Parks and Recreation Advisory Commission, Lago Vista Airport Advisory Board, Lago Vista Economic Development Advisory Commission, Lago Vista Library Advisory Board, Lago Vista Golf Course Advisory Commission, Lago Vista Youth Advisory Commission, and any additional non-regulatory city Commissions that are created.

## **7.5 Appointments.**

City Council Members shall review applications of all eligible applicants for vacant positions on the City’s Commissions. Each Council Member assigned as Liaison to a Commission shall nominate appointees to the specific Commission. City Council shall vote to approve or deny nominations, by majority vote, until such time as all vacancies have been filled on the specific Commission.

## **7.6 Commission Members’ Service.**

Members appointed to Regulatory Commissions shall serve 2-year terms in accordance with the City Charter. Members appointed to Commissions that *do not have* rulemaking, independent regulatory, or quasi-judicial authority shall also serve 2-year terms, serve at the will of the Council, and may be removed, replaced, or not reappointed at the discretion of City Council by majority vote, with or without cause. When conducting the business of the City, appointed members of all Commissions shall follow the Rules of Procedure set forth for the City Council. Members of Commissions are selected in order of best qualified in accordance with the criteria adopted by ordinance for the specific body, but secondarily by lack of membership on any other Commission so as to encourage a broad base of citizen participation.

## **7.7 Open Government Training.**

Upon initial appointment, within 90 days of taking the oath of office or assuming duties, all Commission members shall be required to watch the Texas Public Information Act and the Texas Open Meetings Act training videos as provided by the Office of the Attorney General. At the conclusion of the training video, the appointee will be given an opportunity to print from the Attorney General’s website a Certificate of Completion. The certificate should be filed with the city secretary, as proof of Open Government training.

## **7.8 Council Liaisons and Commissions.**

### **1. Definition of Liaison**

Liaison: a person who establishes and maintains communication for mutual understanding and cooperation (Merriam-Webster Dictionary).

### **2. Council Liaison**

With City Council approval, a Council member may serve for a calendar year as the City Council's Liaison (i.e., representative) to an organization, and may be reappointed for subsequent years. A Liaison is responsible for facilitating communication, collaboration, and coordination with the designated organization, and with regular reporting and accountability to the City Council. There are typically Council Liaisons to four types of organizations:

- a. a county-wide or regional policy or governing body or inter-governmental organization, such as Travis County Tax Appraisal District, Emergency Service Districts, Property Owners Associations, etc.; and
- b. A community organization, such as arts, business, or social service organizations; and
- c. A governing or inter-agency Commission, such as the Planning and Zoning Commission, Building and Standards Commission, or Board of Adjustment; and
- d. A citizen advisory Commission of the city, whether or not the City Charter calls for an ex-officio Council member, such as the Airport Advisory Board, the Library Advisory Board, Economic Development Advisory Committee, Parks and Recreation Advisory Committee, and the Golf Course Advisory Committee.

### **3. Council Liaison Procedures**

Individual members of the City Council may be assigned as liaisons whose duties involve staying current with a group or activity by attending meetings or conferring with members and keeping the City Council informed. Liaisons may advocate City Council actions on behalf of their assigned group or activity. Liaisons' functions and duties may be further defined and/or directed by the mayor or mayor pro tem, in the absence of the mayor, with concurrence of the City Council.

### **4. Duties and Expectations of a Council Liaison**

- a. A Council member acting as a Liaison to a Commission is not a member of the Commission. Rather, the Councilmember is a positive resource to support the Commission in the completion of its work, subject to the rules stated below.
- b. Council members, including the council liaison, shall act at all times in accordance with the City Ethics Policy's admonition to avoid the appearance of impropriety, and shall not intentionally or knowingly attempt to influence a Commission's recommendations or decisions with their own opinions, except as provided in the limited examples included as follows:
  - i To provide factual information to help support the discussions and deliberations of Commissions;
  - ii To answer Commission member questions;
  - iii To listen attentively and seek clarification regarding actions and recommendations of the Commission as needed so as to be able to be the primary two-way communication channel between the Commission and City Council; and

- iv To suggest issues for the Commission to consider as it deliberates an agenda item; or to pose questions for the Commission to address when it votes on an item on the agenda, if it appears that the Commission is unaware of such considerations.
- c. The Council liaison shall work to ensure that the Commission is only taking actions or doing work that is within the scope of the Commission as determined or approved by the City Council. The liaison can do this, for example, by reminding the Commission of the scope of work that the City Council set for the Commission.
- d. The Council liaison shall report on items and issues from their assigned Commission meetings, and shall bring to the Council, via an agenda item or during routine reports of the council liaisons, any requests from the Commission, such as the following:
  - i Questions raised by a Commission about the Commission’s scope of work; and
  - ii Requests from the Commission to change the Commission’s scope of work; and
  - iii Requests for expenditures of the city resources to further the Commission’s work (money, staff time, or other resources); and
  - iv Requests from the Commission to place an item on a Council meeting agenda; and
  - v Items that are liaison or staff-initiated topics that need City Council input or need feedback to the Commission.

**5. Selecting, replacing, and training of Commission members**

- a. The council liaison takes the lead in filling vacancies, reviewing applications with the chair, and interviewing candidates for the Commission. No candidate can be nominated to a Commission without an application on file. The city council shall call for applications to be submitted by applicants in the October/November time frame and then makes appointments in the December timeframe. Vacancies that occur at other times will be filled by applicants that submitted applications during the typical October/November timeframe or subsequently. Should the list of candidates be exhausted, the City Council can make the decision to publicize the acceptance of additional applications outside the normal October – December timeframe.
- b. The council liaison is responsible for resolving any issues with a Commission member in consultation with the Commission chair and city attorney as appropriate. If the issue is with the Commission chair, the council liaison will resolve the issue in consultation with the mayor and city attorney as appropriate. If the issue is judged to be of a nature that requires the full council to review and adjudicate, then the issue will be brought to the council for action within a timely manner. If a council member becomes aware of a situation with a Commission member that is not being handled by the associated council liaison, the council member will discuss the issue with the council liaison. If the council liaison continues to not address the situation, the other council member shall bring the issue to the mayor and city attorney for evaluation.
- c. Possible actions of the Council include:
  - i. **No Action.** The City Council chooses to take no action.

- ii. **Private Censure.** The City Council may choose to privately censure the offending member.
  - iii. **Public Censure.** The City Council may choose to publicly censure the offending member through a resolution passed by supermajority vote and entered into the public record.
  - iv. **Removal.** If the violation is severe enough in nature, the council; may make the decision to remove the member from the Commission.
- d. Removal of a chairperson is brought to council for resolution by the liaison, working with the mayor. Any actions to remove a Commission member must conform with rules covered in the city charter, ordinances, and state law.
  - e. The council liaison and staff liaison are responsible for securing any training requirements for new or replaced Commission members. This includes appropriate legal and/or specific subject- matter content training. This may require expenditure of funds for registration and/or travel that would need to be included in the City’s budget.

**6. Selecting and replacing council liaisons**

- a. After elections each November, the city council members will discuss each Commission, current liaison assignments, proposed changes, and make liaison assignments for the upcoming year.
- b. When a problem exists with a council liaison, the Commission chair will approach the mayor to discuss issues and resolutions related to the council liaison. The mayor will bring suggested resolutions to the full council for possible action.

**7. Selecting Commission officers**

Each January, each Commission is required to elect a chair, vice-chair, and secretary from among its members.

**8. Planning and reporting of the annual work plan of the Commission**

- a. At the beginning of each calendar year, each Commission other than the Board of Adjustment will conduct a workshop to lay out objectives for the year that tie to the Comprehensive Master Plan and create an annual work plan. The Planning and Zoning and Building and Standards Commissions generally have their work brought to them but shall develop work plans to update ordinances when necessary.
- b. The Commission and related department head will review the Commission’s annual work plan once a year.
- c. Every June or July, the Commission chair will report to the city council the progress on the Commission’s annual work plan. Objectives and priorities will be adjusted as required.

**9. Preparing and publishing the agendas**

- a. The Commission chair will have the ultimate responsibility for creating the agenda for each meeting of non-regulatory Commissions. City staff will have the ultimate responsibility for bringing forward to the Commission chair the relevant development applications for inclusion in the agenda for each meeting of Regulatory Commissions.

- i. The Commission chair is responsible for accumulating desired agenda items from the other Commission members, and city staff.
  - ii. If council liaison would like an item included on a Commission's agenda, he/she will bring that item before city council for discussion, consideration and possible action followed by the council liaison reporting back to city council the actions of the Commission on said item.
  - iii. If an item is presented by the council liaison acting on behalf of the City Council, the Commission chair cannot withhold the item from the agenda.
  - iv. If a department head or Council liaison brings forward an item that is a development application or other matter with mandatory timelines, the Commission chair cannot withhold the item from the agenda.
  - v. The Commission chair has the authority to interact with the council liaison and the department head related to the Commission for the purpose of gathering appropriate information that should accompany agenda items. Should the Commission chair feel he/she needs access to other city staff, he/she will do so through city manager.
  - vi. The agenda should be emailed to the department head related to the Commission a minimum of seven (7) days prior to the scheduled meeting, copying the city secretary and the council liaison. The department head will provide any feedback about necessary alterations, which the chairperson will be responsible for making and then forwarding to the appropriate city staff for legal posting.
- b.** When deemed appropriate by the council liaison (i.e., agenda items that involve acquisition or divestiture of city assets, the expenditure of city funds, etc.), the Commission chair and council liaison will be jointly responsible for:
- i. determining what supporting material should be provided in a packet to the Commission prior to the meeting.
  - ii. accumulating the appropriate material with support of city staff; and
  - iii. determining which city staff will be required to support the successful conduct of each item on the agenda and making the appropriate arrangements with city staff to attend the meeting.
- c.** Staff shall confirm that any application for consideration by a Commission or council is complete and shall prepare and publish the associated staff report before posting or publishing any required notices.
- d.** If a staff report or recommendation includes reference to an ordinance, statute, or other regulation, then staff shall include a copy of the relevant and pertinent provisions of the current version of such ordinance, statute, or regulation in the packet of materials provided to the applicable Commission, or council.
- e.** If a staff report or recommendation includes reference to a property, a map or maps are required to be added to the agenda item.
- f.** The Commission secretary (whether Commission member or city staff depending on whether it is a state mandated Commission), chairperson, or related department head is responsible for the distribution of final agenda and packet items to Commission members and council liaison.

## **10. Roles in Commission meetings**

- a. Appropriate city staff and council liaison are permitted in executive sessions for their designated Commissions as appropriate for the items to be discussed.
- b. The secretary is required to take notes or audio recordings and prepare the minutes of the meeting (except for state mandated Commissions where city designated staff will record and prepare the minutes).
- c. A council liaison plays a limited role in the operation of a Commission meeting.
- d. The council liaison has no voting rights in such meetings.
- e. Council members, including the council liaison, shall act at all times in accordance with the City Ethics Policy's admonition to avoid the appearance of impropriety, and shall not intentionally or knowingly attempt to influence a Commission's recommendations or decisions with their own opinions, except as provided in the limited examples included as follows:
  - i. To provide factual information to help support the discussions and deliberations of Commissions;
  - ii. To answer Commission member questions;
  - iii. To listen attentively and seek clarification regarding actions and recommendations of the Commission as needed so as to be able to be the primary two-way communication channel between the Commission and City Council;
  - iv. To suggest issues for the Commission to consider as it deliberates an agenda item; or to pose questions for the Commission to address when it votes on an item on the agenda, if it appears that the Commission is unaware of such considerations; and
  - v. To act as Parliamentarian for the Commission.
- f. All the above apply equally to open and executive session segments of a Commission meeting.
- g. A council liaison attends all meetings of his or her assigned Commissions, and if the council liaison cannot attend a meeting in person, he or she should attend such meeting by video conference call or arrange a replacement council member.
- h. The Council liaison shall work to ensure that the Commission is only taking actions or doing work that is within the scope of the Commission as determined or approved by the City Council. The liaison can do this, for example, by reminding the Commission of the scope of work that the City Council set for the Commission.

## **11. Subcommittees**

- a. Commissions may make use of subcommittees (a non-quorum subset of the Commission) to analyze issues and bring back recommendations to the full entity.
- b. To appropriately create a subcommittee, an item must be placed on the Commission's official agenda to discuss and possibly take action on the issue at hand and the use of a subcommittee to help study and derive recommendations on the issue. The full body can discuss the issue and vote to create a subcommittee to review the issue and report back information and recommendations to the full body. When creating a subcommittee, the full body in its motion should specify:
  - i. The issue the subcommittee will review;

- ii. The members of the subcommittee (no more than 1 less than a quorum of the full body); and
- iii. iii. The time frame within which the sub-committee will operate.

## TABLE OF MOTIONS AND POINTS OF ORDER

MOTION/ORDER	REQUIRES SECOND	DEBATABLE	AMENDABLE	VOTE TYPE
Basic Motion	Yes	Yes	Yes	Simple
Motion to Amend	*	No	Yes	N/A
Motion to Adjourn	Yes	No	No	Simple
Motion to Recess	Yes	No	Yes	Simple
Motion to Fix the Time to Adjourn	Yes	No	No	Simple
Motion to Table	Yes	No	No	Simple
<b>Motion to Limit Debate</b>	Yes	No	No	<b>Super</b>
<b>Motion to Object to the Consideration of an Item</b>	Yes	No	No	<b>Super</b>
<b>Motion to Suspend Rules</b>	Yes	No	No	<b>Super</b>
Motion to Reconsider	Yes	Yes	Yes	Simple
Point of Privilege	No	No	No	N/A
Point of Order	No	No	No	N/A
Motion to Appeal	Yes	Yes	No	Simple
Call for Orders of the Day	No	No	No	N/A
Withdraw a Motion	No	No	No	N/A
Motion to Enforce	Yes	No	No	Simple
<b>Motion to Hire/Fire the City Manager</b>	Yes	Yes	Yes	<b>At least 5 votes</b>

- For the purposes of these rules, amendments are not debatable and only require the approval of the member who made the original motion and any member who seconded the motion. An amendment to an amendment, requires first the approval of the member who made the original amendment and secondly the approval of the members who made the original motion and seconded the motion.



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** January 16, 2025

**SUBMITTED BY:** Councilor Saum, City Council

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

**BACKGROUND:** A property owner in Lago Vista made a request for dis-annexation in August of 2024, but has yet to receive an agenda item on the request. Two (2) council members have requested this item be put on the January 16<sup>th</sup> agenda as a citizen request needs to be acknowledged and given its due attention, regardless of whether the City believes it will be approved or not.

**FINDINGS:** Municipal disannexation is governed by Subchapter G of Chapter 43 of the Texas Local Government Code. Chapter 43 allows home rule cities to permit disannexation “according to rules as may be provided by the charter” so long as such disannexation is “not inconsistent with the procedural rules prescribed by this chapter.” Loc. Gov’t Code § 43.142. Lago Vista’s Home Rule Charter provides as follows:

The City Council may, by ordinance, dis-annex any territory within the corporate boundaries of the City if the City Council determines that the territory is not necessary or sustainable for City purposes. City of Lago Vista Home Rule Charter, Sec. 1.04(b). Government Code. Article 7.000 Zoning and Annexation Fees lists a \$150 fee for disannexation requests. The property owner requesting the disannexation has submitted this fee along with their request to the City on or around August 14<sup>th</sup>, 2024. As of December 2024, City staff reported to some Councilmembers that these documents had been misplaced or lost. The Council may want to discuss how these requests are documented, recorded and filed.

The citizen has done everything required of them to have their right to make their case on this request and it is up to the Council as a whole to determine how they want to proceed.

**FINANCIAL IMPACT:** If the ordinance is approved, the City will no longer receive property taxes from this property.

**ATTACHMENTS:**

[Ordinance No. 25-01-16-01 \\_ DISANNEXATION ORDINANCE \\_ DRAFT.docx](#)

[202501-16 \\_ Exhibit A \\_ Plat of Property.pdf](#)

[2025-01-16 \\_ Original Request From Applicant.pdf](#)

[Example of a previous disannexation 19-10-03-05 \(PDF\).pdf](#)

[Charter.png](#)

[Fee Schedule.png](#)

[disannexation request email.jpg](#)

**CITY OF LAGO VISTA  
ORDINANCE NO. 25-01-16-01**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS DISANNEXING AN APPROXIMATELY 13 ACRE PARCEL OF LAND LOCATED AT 18315 LAKESHORE BOULEVARD, LAGO VISTA, TEXAS 78645 IN THE CORPORATE LIMITS OF THE CITY; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT, DISANNEXATION OF TERRITORY, EFFECTIVE DATE, FILING, SEVERABILITY, AND PROPERTY NOTICE & MEETING.**

**WHEREAS Clauses:**

**WHEREAS**, the City Council of the City of Lago Vista ("City Council") seeks to provide for the betterment of the public health, safety, and welfare of its residents; and

**WHEREAS**, DiAnn Tijon-Joe-Pin, owner at 18315 Lakeshore Blvd, Lago Vista, Texas 78645, submitted a petition for disannexation on August 14, 2024 and paid a fee of \$150; and

**WHEREAS**, Pursuant to the City of Lago Vista Home Rule Charter Section 1.04, the City has the authority to disannex any territory within the corporate boundaries of the City if the City Council determines that the territory is not necessary or suitable for City purposes; and

**WHEREAS**, The City Council finds that the approximately 13 acre parcel of land located is not necessary for City purposes; and

**WHEREAS**, The City Council seeks to disannex the tract as depicted in Exhibit "A" from the corporate limits of the City of Lago Vista ("City"); and

**WHEREAS**, Pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

**WHEREAS**, The City Council finds that the ordinance proposed is reasonable, necessary, and proper for the good government of the City of Lago Vista.

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

## **1. FINDINGS OF FACT**

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

## **2. DISANNEXATION OF TERRITORY**

A. The approximately 13 acre parcel located at 18315 Lakeshore Blvd, Lago Vista, Texas 78645, and further described in Exhibit "A," is hereby disannexed from the corporate limits of the City but shall remain in the extraterritorial jurisdiction of the City.

B. The official map and boundaries of the City are hereby amended and revised to exclude the area disannexed.

## **3. EFFECTIVE DATE**

This ordinance is effective, and the disannexation achieved herein shall be final and complete upon adoption of this Ordinance and upon an order entered in the meeting minutes at which this Ordinance is adopted by the Mayor discontinuing the area on the date set forth below.

## **4. FILING**

A. The City Secretary is hereby instructed to include this Ordinance in the records of the City and to have maps depicting the new municipal boundaries prepared as necessary.

B. The City Secretary is hereby instructed to file a certified copy of this Ordinance with the Travis County Clerk.

## **5. SEVERABILITY**

Should any clause, sentence, paragraph, section, or part of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

## **6. PROPER NOTICE AND MEETING**

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

**PASSED AND APPROVED** this the 16<sup>th</sup> day of January 2025, by a vote of [INSERT VOTE COUNT] of the City Council of the City of Lago Vista, Texas.

**ATTEST:**

Maria Franci, City Secretary

**CITY OF LAGO VISTA, TEXAS**

By: Kevin Sullivan, Mayor

**EXHIBIT "A"**

# AMENDED PLAT OF LOTS 27 & 28, MARSHALL'S VISTA SUBDIVISION

**BEARING BASIS:**  
TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83,  
GRID, BASED ON SURVEY TIES FROM PUBLISHED  
LOWER COLORADO RIVER AUTHORITY CONTROL POINT  
E406.

**BENCHMARK LIST - DATUM - LOWER COLORADO  
RIVER AUTHORITY (L.C.R.A.), NAVD88**

020809-01 A CITY OF AUSTIN SURVEY BRASS DISC  
IN CONCRETE STAMPED "EUD 406", FOUND ± 20'  
WEST OF AUSTIN BOULEVARD, ± 450' NORTHEAST OF  
THE INTERSECTION OF AUSTIN BOULEVARD AND  
LOHMANS FORD ROAD.  
ELEVATION = 899.33 FEET. (PUBLISHED)

020809-02 A COTTON GIN SPINDLE SET IN THE  
WEST FACE OF A 10-INCH LIVE OAK TREE  
ELEVATION = 790.80 FEET.

**LEGEND**

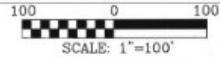
- 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- 1/2" IRON ROD W/ PLASTIC CAP STAMPED "LAI" SET
- △ CALCULATED POINT
- BENCHMARK
- R.P.R.T.C.TX. REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
- P.R.T.C.TX. PLAT RECORDS OF TRAVIS COUNTY, TEXAS
- O.P.R.T.C.TX. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- [ ] RECORD INFORMATION PER "MARSHALL'S VISTA" DOC. #200300060 O.P.R.T.C.TX.
- [ ( ) ] RECORD INFORMATION PER "MARSHALL'S HARBOR" DOC. #200000248 O.P.R.T.C.TX.
- ( ) RECORD INFORMATION PER DEED DOC. #2000140655 O.P.R.T.C.TX.
- (( )) RECORD INFORMATION PER DEED VOL. 13104, PG. 644 R.P.R.T.C.TX.

**LINE TABLE**

NUMBER	CHORD BEARING	CHORD LENGTH
L1	N 85°35'46" E	57.89'
[L1]	[N 85°35'46" E]	[57.89']
L2	N 71°40'47" E	32.62'
L3	S 71°40'47" W	70.21'
L4	S 01°12'52" E	65.89'
[L4]	[S 00°10' E]	[65.88']
L5	S 01°01'25" E	109.02'
[L5]	[S 00°15' E]	[108.99']
L6	N 57°53'26" E	87.99'
[L6]	[N 58°56'00" E]	[87.84']

**CURVE TABLE**

NUMBER	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	330.00'	110.79'	S 60°01'40" E	110.27'
[C1]	[330.00']	[110.79']	[S 60°01'40" E]	[110.27']
C2	330.00'	142.60'	S 82°01'29" E	141.49'
[C2]	[330.00']	[142.60']	[S 82°01'29" E]	[141.49']
C3	140.00'	27.29'	S 88°49'11" E	27.25'
[C3]	[140.00']	[27.29']	[S 88°49'11" E]	[27.25']
C4	203.25'	34.49'	S 88°05'48" E	34.45'
[C4]	[203.25']	[34.49']	[S 88°05'48" E]	[34.45']
C5	330.00'	127.33'	S 39°21'23" E	126.54'
[C5]	[330.00']	[127.33']	[S 39°21'23" E]	[126.54']
C6	330.00'	253.39'	S 72°24'25" B	247.21'



FEBRUARY, 2005  
TRAVIS COUNTY, TEXAS

MARSHALL'S VISTA  
DOC. NO. 200300060  
O.P.R.T.C.TX.

LOT 29

MARSHALL'S HARBOR  
DOC. NO. 200000248  
O.P.R.T.C.TX.

LOT 50

MARSHALL'S HARBOR  
DOC. NO. 200000248  
O.P.R.T.C.TX.

LOT 49-B

MARSHALL'S VISTA  
DOC. NO. 200300060  
O.P.R.T.C.TX.

LOT 18

LOT 19

LOT 28

LOT 27

LOT 28A

13.159 ACRES

SAMUEL E. PAYNE  
VOL. 13104, PG. 644  
EXHIBIT "E"  
R.P.R.T.C.TX.

COTTONWOOD HOLLOW  
(LAKE TRAVIS)

STATE OF TEXAS X  
COUNTY OF TRAVIS X

I, WILLIAM D. O'HARA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION DURING THE MONTHS OF JULY 2003 AND FEBRUARY 2005 AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

*William D. O'Hara*  
WILLIAM D. O'HARA  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 4878-STATE OF TEXAS  
LOOMIS AUSTIN, INC.  
3103 BEE CAVE ROAD, SUITE 225  
AUSTIN, TEXAS 78746

4-11-05  
DATE



FILE: H:\SURVEY\MARSHALL_VISTA\020809_LOTS 27&28\WORK\PLAT_AMENDED\DATED_LOT27A.DWG	
DATE: 03-01-05	DRAWN BY: KTM
SCALE: 1"=100'	CHECKED BY: BO
JOB #: 020809 F.B.#:152	DWG. #: 1044
NO.	REVISION
	BY DATE

**LOOMIS  
AUSTIN**

LAND • WATER • PROPERTY

3103 Bee Cave Road, Suite 225 Austin Texas 78746 (512) 327-1180  
Phone: (512) 327-1180; Fax: (512) 327-4052; www.loomisAustin.com

AMENDED PLAT OF LOTS 27 & 28  
MARSHALL'S VISTA SUBDIVISION  
TRAVIS COUNTY, TEXAS

DiAnn Tjon-Joe-Pin  
18315 Lakeshore Blvd  
Lago Vista, Tx 78645

Tracie Hlavinka  
City Manager  
City of Lago Vista  
14 August 2024

RE: De/Dis-annexing Individual Property

Dear Ms Hlavinka

Please let this letter serve as notice of my desire to De/Dis-annex my homestead property at 18315 Lakeshore Blvd, Lago Vista, Tx from the City of Lago Vista.

For years now [+12tr] I have paid taxes to the city & have received no city services other than the reduced cost of trash pickup. I even mow the roadside of Lakeshore Blvd as well as, on more rare occasion, part of Shoreline Ranch. The city has mowed in part pretty much only when a developer in my area requests this to be done.

Nevertheless, at this point, all that is moot to me now. There is no reason for me to continue to be part of the City of Lago Visa. For years now most of my neighbors have asked me: why am I even in the city(?), when up until the Walters Group Development requested to be a part of the city there was no one around me who was within city limits.

I would appreciate your assistance & further instructions as to how to forward my request thru the processes as soon as possible.

Thank you so much. Please respond at your earliest convenience... Text or call is best & email is available

With kind regards,

DiAnn Tjon-Joe-Pin

**CITY OF LAGO VISTA**

**ORDINANCE NO. 19-10-03-05**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS DISANNEXING AN APPROXIMATELY 0.9466-ACRE PARCEL OF LAND LOCATED IN THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 2007000079, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS IN THE CORPORATE LIMITS OF THE CITY; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT, DISANNEXATION OF TERRITORY, EFFECTIVE DATE, FILING, SEVERABILITY, AND PROPERTY NOTICE & MEETING.**

**WHEREAS,** the City Council of the City of Lago Vista (“City Council”) seeks to provide for the betterment of the public health, safety and welfare of its residents; and

**WHEREAS,** the property was annexed by the City pursuant to Ordinance No. 04-10-26-01; and

**WHEREAS,** Robert W. Armstrong and Tracy R Armstrong, owners of Lot 10 Block F, Phase 2 Replat of The Hollows, also known as 19321 Leisure Lane, Lago Vista Texas 78645 property submitted a Petition for disannexation of 0.9466 acres of on September 12, 2019; and

**WHEREAS,** pursuant to City of Lago Vista Home Rule Charter Section 1.04, the City has the authority to disannex any territory within the corporate boundaries of the City if the City Council determines that the territory is not necessary or suitable for City purposes.

**WHEREAS,** the City Council finds that the approximately 0.9466-acre parcel of land located is not necessary for City purposes; and

**WHEREAS,** the City Council seeks to disannex the tract as depicted in *Exhibit “A”* from the corporate limits of the City of Lago Vista (“City”); and

**WHEREAS,** pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

**WHEREAS,** the City Council finds that the ordinance proposed is reasonable, necessary, and proper for the good government of the City of Lago Vista.

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

**1. FINDINGS OF FACT**

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

**2. DISANNEXATION OF TERRITORY**

- A. The approximately 0.9466-acre parcel located in the area commonly known as Lot 10 Block F, Phase 2 Replat of The Hollows, also known as 19321 Leisure Lane, Lago Vista Texas 78645, and further described in *Exhibit "A"* is hereby disannexed from the corporate limits of the City, but shall remain in the extraterritorial jurisdiction of the City.
- B. The official map and boundaries of the City are hereby amended and revised so as to exclude the area disannexed.

**3. EFFECTIVE DATE**

This ordinance is effective and the disannexation achieved herein shall be final and complete upon adoption of this Ordinance, and upon an order entered in the meeting minutes at which this Ordinance is adopted by the Mayor discontinuing the area on the date set forth below.

**4. FILING**

- A. The City Secretary is hereby instructed to include this Ordinance in the records of the City and to have maps depicting the new municipal boundaries prepared, as necessary.
- B. The City Secretary is hereby instructed to file a certified copy of this Ordinance with the Travis County Clerk.

**5. SEVERABILITY**

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

**6. PROPER NOTICE AND MEETING**

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

**PASSED AND APPROVED** this the 3<sup>rd</sup> day of October 2019, by a vote of 6 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of the City of Lago Vista, Texas.

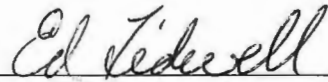
**ATTEST:**



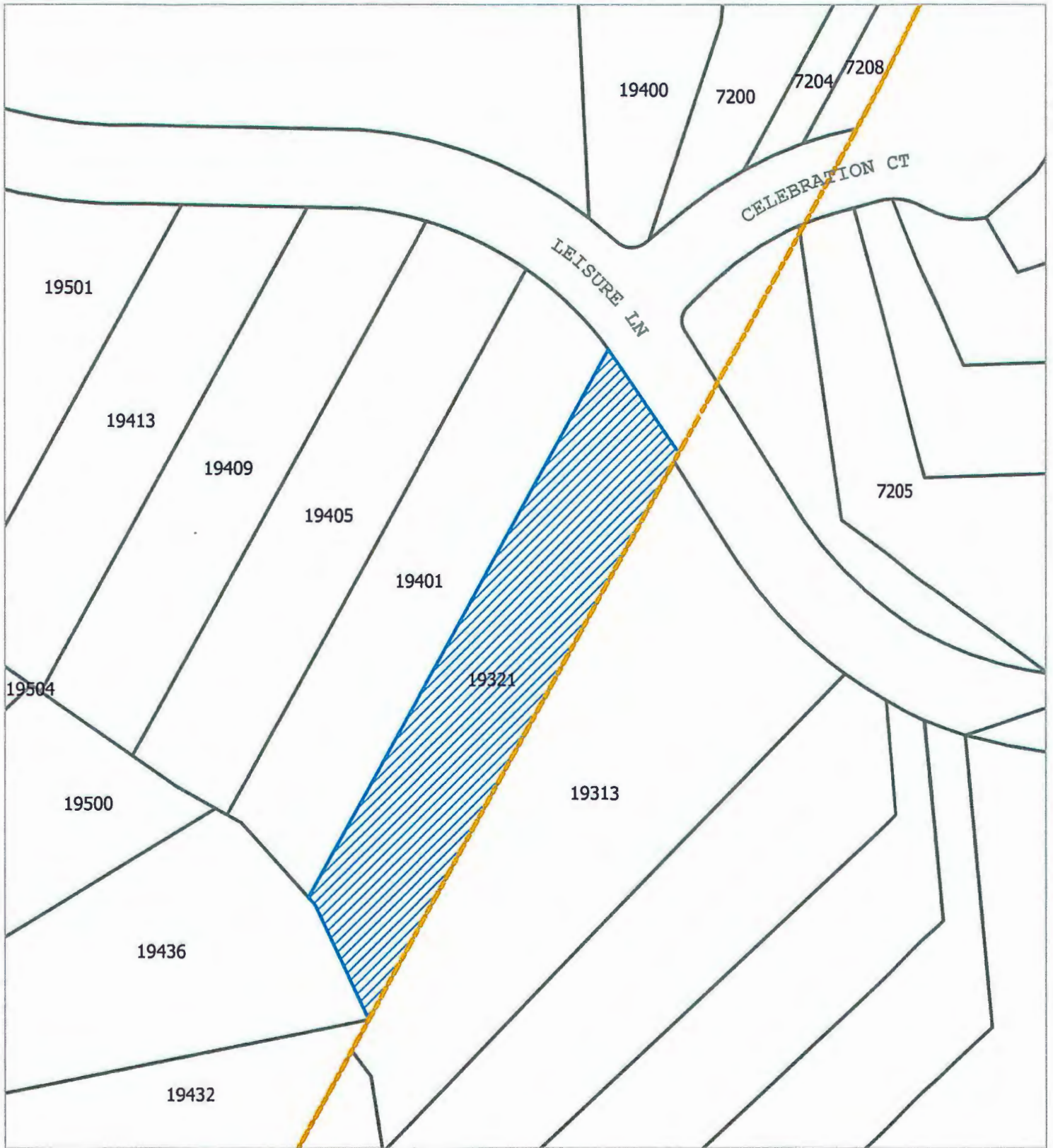
Sandra Barton, City Secretary



**CITY OF LAGO VISTA, TEXAS**

by:   
Ed Tidwell, Mayor

*Exhibit "A"*



N

1 inch = 100 feet

### EXHIBIT A

Petition for disannexation

Date: 9/25/2019

Created By: cmartinez

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

- City Limits
- TaxParcel
- Street
- Requestor

**Section 1.03 Boundaries.** The boundaries of the City are hereby established as above provided, with the intent that such boundaries are as were provided and intended by the original incorporation of the City of Lago Vista, Texas, in August 1984, as modified and amended by subsequent annexations and dis-annexations. The corporate limits of the City shall be as now and as hereafter established, extended and modified.

**Section 1.04 Annexation and Dis-annexation.**

- a. Annexation by City Council. The Council shall have the power, by ordinance, to annex property, to fix the boundaries of the City and to provide for the alteration or extension of said boundaries, pursuant to the laws of the State of Texas, now or as may be amended.

Page 2 of 34

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- b. Dis-annexation. The City Council may, by ordinance, dis-annex any territory within the corporate boundaries of the City if the City Council determines that the territory is not necessary or sustainable for City purposes.

(Rev. November 6, 2018)

(Rev. November 2, 2021)

ARTICLE II

0 results

\* LAGO VISTA MUNICIPAL CODE

- APPENDIX A FEE SCHEDULE
- ARTICLE 1.000 GENERAL AND ADMINISTRATIVE FEES
- ARTICLE 2.000 ANIMAL CONTROL FEES
- ARTICLE 3.000 BUILDING RELATED FEES
- ARTICLE 4.000 BUSINESS RELATED FEES
- ARTICLE 5.000 SUBDIVISION AND DEVELOPMENT FEES
- ARTICLE 6.000 UTILITY RELATED FEES
- ARTICLE 7.000 ZONING AND ANNEXATION FEES
- ARTICLE 8.000 MUNICIPAL COURT FEES
- ARTICLE 9.000 AIRPORT FEES
- ARTICLE 10.000 PARKS AND RECREATION

**ARTICLE 7.000 ZONING AND ANNEXATION FEES**

- (a) Rezoning request (except for PDD), one acre or less: \$250.00.
- (b) Rezoning request (except for PDD), for more than 1 acre: \$250.00 + plus \$50.00 per acre.
- (c) PDD rezoning request:
  - (1) Concept Plan only: \$250.00 plus \$50.00 per acre (\$1,000.00 minimum).
  - (2) Detail Plan only: \$500.00 plus \$50.00 per acre (\$2,000.00 minimum).
  - (3) Combined Concept and Detail Plan: \$500.00 plus \$50.00 per acre (\$2,500.00 minimum).
- (d) Annexation and zoning request (including PDD): No charge.
- (e) **Reannexation request: \$100.00**
- (f) Special use permit application fee: same as rezoning request.
- (g) Conditional use approval: \$250.00.
- (h) Short-term occupancy permit: \$50.00.
- (i) Zoning Ordinance Variance and Special Exception Requests: \$250.00.
- (j) Protected tree replacement fee: \$250.00 per inch, with a maximum of \$10,000 for one or two-family residential properties.
- (k) Home-based business
  - (1) Permit: \$50.00.
  - (2) Permit renewal (every 2 years): \$50.00.
  - (3) Conditional use permit or appeal of denial of permit: \$250.00.



DiAnn Tjon-Joe-Pin <dianrtjp@gmail.com>

**As Requested**

2 messages

Lucy Aldrich <Lucy.Aldrich@lagovistatexas.gov>  
To: PFIAC DiAnn Tjon-Joe-Pin <dianrtjp@gmail.com>

Thu, Aug 15, 2024 at 12:31 PM

DiAnn,

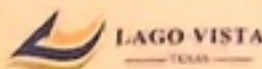
Please see the attached as requested. Here is a snippet of the fee schedule that sets the rate for disannexation.

**ARTICLE 7.000 ZONING AND ANNEXATION FEES**

- (a) Rezoning request (except for PDD), one acre or less: \$250.00
- (b) Rezoning request (except for PDD), for more than 1 acre: \$250.00 + plus \$50.00 per acre
- (c) PDD rezoning request
  - (1) Concept Plan only: \$250.00 plus \$50.00 per acre (\$1,000.00 minimum)
  - (2) Detail Plan only: \$500.00 plus \$50.00 per acre (\$2,000.00 minimum)
  - (3) Combined Concept and Detail Plan: \$500.00 plus \$50.00 per acre (\$2,500.00 minimum)
- (d) Annexation and zoning request (including PDD): No charge
- (e) Disannexation request: \$150.00
- (f) Special use permit application fee: same as rezoning request

Thanks,

Lucy Aldrich, TRMC  
 City Secretary  
 City of Lago Vista  
 512.267.1155 x 115 (office)  
 www.lagovistatexas.gov  
 5803 Thunderbird  
 Lago Vista, TX 78645



ATTENTION PUBLIC OFFICIALS

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

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2 attachments



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

- DATE:** January 16, 2025
- SUBMITTED BY:** Eric DeLaCruz, Public Works
- SUBJECT:** Discussion, consideration, and possible action awarding HHW Solutions' proposal price for RFP 25-02 in the amount of \$1.10 per home per month with a contract length of 3 years for Household Hazardous Waste pickup and authorize the Interim City Manager to execute the contract.
- BACKGROUND:** The current household hazardous waste collection contract ended August 31, 2024. HHW Solutions was our previous vendor and has been proficient with their services with no complaints from citizens.
- Staff published an RFP on October 10, 2024 with a closing date of November 7th, 2024.
- This was tabled by Council at the Dec. 5th, 2024 Council Meeting to get more information on the HHW collections for the City. Staff presented the RFP again at the Dec 19th meeting addressing the concerns raised on Dec. 5th. A motion was made to include opt-out language for multi-family residential units and draft the amended contract.
- FINDINGS:** At the time of publication of this agenda item, the contractor is still in the process of drafting language for the agreement. This has been delayed due to inclement weather. The vendor has re-assured staff that the amendment will be provided to the City for review prior to the Council meeting. After speaking with the vendor, the language that will be included in the revised contract will read similar to below:
1. Service will not apply to multi-family properties that consist of four (4) units and greater.
  2. Residents living in a multi-family complex of four (4) or more units may call HHW to obtain a quote and schedule a pick-up. The cost will be at market value and made payable at pick-up.
- FINANCIAL IMPACT:** This project will be billed to the citizens in the amount of \$1.10

per month per active residential utility account plus tax. This includes all single family, duplexes and triplexes.

**ATTACHMENTS:**

[RFP 25-02 HHW Collections Bid Opening.pdf](#)

[6. RFP 25-02 Household Hazardous Waste Collections \\_FINAL.pdf](#)

[RFP 25-02 Addendum 1.pdf](#)

[RFP 25-02 Addendum 2.pdf](#)

[RFP 25-02 Scoring Summary.pdf](#)

[RFP 25-02 Scoring Eric.pdf](#)

[RFP 25-02 Scoring Donna.pdf](#)

[5. LV Pricing Page.pdf](#)

[HHW Acceptable List.pdf](#)

**RFP 25-02 HHW Collections**

11/7/2024 City Council Chambers 3:30 p.m. CST

Bids Received	#	3
---------------	---	---

<b>Company Name</b>	<b>Amount</b>	<b>Received</b>	<b>Comments</b>
Waste Management of Texas	\$1.20/mth	Via Drop off City Hall 11/06/2024 1:43 PM CST	Exceptions Listed on proposal pg 27
HHW Solutions	\$1.10/mth	Via BidnetDirect	
Lone Star Hazmat Response, LLC	\$2.25/mth	Via BidnetDirect	



**REQUEST FOR PROPOSAL (RFP)**  
For

**Project Title: Household Hazardous Waste Collection, Transportation,  
& Disposal**

**RFP No. 25-02 Request for Proposals for Household Hazardous Waste  
Collection, Transportation, & Disposal**

**Issued: October 10, 2024**

**Proposal Submission Deadline: November 7, 2024, 3:00pm CST  
Local Time**

***NO LATE PROPOSALS SHALL BE ACCEPTED***

<p><b><u>RESPONSES SHALL BE DELIVERED SEALED TO:</u></b>  CITY OF LAGO VISTA  City of Lago Vista  5803. Thunderbird  Lago Vista, Texas 78645</p> <p>Or</p> <p><b>Online via BidNetDirect:</b>  <a href="http://www.bidnetdirect.com/texas/lagovista">http://www.bidnetdirect.com/texas/lagovista</a></p>	<p><b><u>Or RESPONSES SHALL BE MAILED TO:</u></b>  CITY OF LAGO VISTA  City of Lago Vista  P.O. Box 4727  Lago Vista, Texas 78645</p>
<p><b>PRE-SUBMITTAL CONFERENCE WILL BE HELD VIA GoToMeeting :</b></p> <p style="text-align: center;">N/A</p>	<p><b>NAME AND ADDRESS OF COMPANY SUBMITTING PROPOSALS:</b></p>
<p><b>FOR ADDITIONAL INFORMATION REGARDING THIS RFP PLEASE CONTACT:</b>  <b>Eric De La Cruz</b>  eric.delacruz@Lagovistatexas.gov</p>	<p><b>Contact Person:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Phone:</b> (    ) _____ <b>Fax:</b> (    ) _____</p>
<p><b>RETURN THIS COVER SHEET AS INTENT RESPONSE TO:</b>  Taylor Whichard  Interim City  Manager  City of Lago Vista  5803 Thunderbird Street  Lago Vista, Texas 78645</p>	<p><b>Email:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Printed Name:</b> _____</p>

## **REQUEST FOR Proposals**

The City of Lago Vista invites participation in the Request for Proposals (RFP) for experienced and qualified firms, for the Household Hazardous Waste Collection Services for the residents of the city of Lago Vista. This proposal will include doorstep collection (through reservation), waste transportation and disposal of household hazardous waste.

### **1.0 SUBMISSION OF PROPOSALS**

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

**1.1** Facsimile transmittals or offers communicated by telephone will not be accepted or considered.

**1.2** If the proposer desires not to submit a Proposal at this time, but wishes to remain on the commodity notification list, please submit a "**No Quote**" response (same time/location). The City of Lago Vista is always very conscious and extremely appreciative of the time and effort expended to submit a proposal. However, on "No Quote" responses please communicate any qualification requirement(s) which may have influenced your decision to "No Quote."

**1.3** If a response is not received in the form of a "Request for Proposal" or "No Quote" for three (3) consecutive proposals, Proposer shall be removed from said notification list. However, if you choose to "No Quote" at this time but desire to remain on the notification list for other commodities, please state the specific product/service for which your agency wishes to be classified.

### **2.0 DELIVERY OF PROPOSALS**

Proposals must be received no later than **3:00 p.m., November 7, 2024**. The submitting Proposer is responsible for the means of delivering the Proposal to the location listed in paragraph 1 on time. Delays due to any instrumentality used to transmit the Proposals including delay occasioned by the Proposer or faults in email delivery will be the responsibility of the Proposer. Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The time and date recorded on the envelope of the submittal is the official clock for determining whether submittals are submitted timely. Proposals will not be opened until after the submittal deadline. City Staff may confirm receipt of submissions upon request but will not open or otherwise confirm completeness of submissions until after the passage of the submittal deadline. **Late Proposal documents and Unsealed Proposals will not be accepted under any circumstances.**

### **3.0 PROPRIETARY INFORMATION**

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

### **4.0 COMPLETION OF RESPONSES**

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

### **5.0 CLARIFICATIONS AND ISSUANCE OF ADDENDA**

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

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

## 6.0 **WITHDRAWAL OF PROPOSALS**

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

## 7.0 **AWARD OF CONTRACT**

- 7.1 It is understood that the City reserves the right to request additional information, waive immaterial errors or omissions, to accept or reject any and all Proposals, or to re-solicit for Proposals, as it shall deem to be in the best interests of the City of Lago Vista. Receipt and consideration of any Proposals shall under no circumstances obligate the City of Lago Vista to accept any Proposals. If an award of contract is made, it shall be made to the proposer offering the most comprehensive, creative, qualified, and responsive proposal at the best value to the City. In determining the best value for the City, the City may consider:
- 7.1.1 the proposal Fees;
  - 7.1.2 the reputation of the proposer and of the proposer's services;
  - 7.1.3 the quality of the proposer 's services;
  - 7.1.4 the extent to which the services meet the municipality's needs;
  - 7.1.5 the proposer 's past relationship with the municipality;
  - 7.1.6 the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
  - 7.1.7 the total long-term cost to the municipality to acquire the services; and
  - 7.1.8 any relevant criteria specifically listed in the request for proposals.
  - 7.1.9 For projects over \$1.5MM the municipality will attempt to award project to lowest responsible bidder.
- 7.2 The City reserves the right to award a single contract or multiple contracts by section listed in the Scope of Work.

### **7.3 Tentative Schedule of Events**

<b>RFP Release Date</b>	10/10/2024		
<b>Questions Submittal</b>	10/30/2024	at 5:00 PM CST	Emailed to <a href="mailto:eric.delacruz@lagovistatexas.gov">eric.delacruz@lagovistatexas.gov</a>
<b>Proposal Due Date</b>	11/07/2024	at 3:00 PM CST	Online via BidNetDirect: <a href="http://www.bidnetdirect.com/texas/lagovista">http://www.bidnetdirect.com/texas/lagovista</a> , Mail or hand deliver SEALED to City of Lago Vista 5803Thunderbird Lago Vista, Texas 78645
<b>Proposals Opening</b>	11/07/2024	at 3:30 PM CST	Publicly read aloud in Council Chambers

### **8.0 PERIOD OF ACCEPTANCE**

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

### **9.0 TAX EXEMPTION**

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

### **10.0 COST INCURRED IN RESPONDING**

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

### **11.0 NEGOTIATIONS**

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

### **12.0 NON-ENDORSEMENT**

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

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

### **13.0 UNAUTHORIZED COMMUNICATIONS**

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

### **14.0 PROJECT BACKGROUND**

The City of Lago Vista, TX, is located in northwest Travis County, on the north shore of Lake Travis and has a population of over 9,000. There are 4,948 active households utilizing waste pickup. All active utility residents would be required to have Household Hazardous Waste Pickup.

List of items accepted

- Used motor oil and used cooking oil (Screw top lid)
- Batteries of all kinds
- Paint of all kinds
- Light bulbs of all kinds
- Household cleaners
- Aerosol cans
- Automotive fluids and fuels
- Lawn and garden items including fertilizer, pesticides and weed killers
- Pool chemicals and additives
- Varnishes, strippers, turpentine and stains
- Glues and epoxies

### **15.0 SCOPE OF WORK**

The City of Lago Vista invites participation in the Request for Proposals (RFP) for experienced and qualified firms, for the Household Hazardous Waste Collection Services for the residents of the city of Lago Vista. This proposal will include

doorstep collection (through reservation), waste transportation and disposal of household hazardous waste.

Scope of work should include but not limited to:

- Provide doorstep pickups of Hazardous Waste on a set date once a month to active utility residents in Lago Vista City Limits.
- Proposer shall be responsible for furnishing equipment, supplies, and labor required to pick up, transport, and dispose Household Hazardous Waste properly and safely.
- Proposer will select the appropriate treatment, recycling, storage, and disposal sites for all hazardous materials collected.
- Proposer shall ensure that personnel are trained for the level of expertise required for the proper handling, transportation, and disposal of Household Hazardous Waste.
- Proposer must be proficient of chemical incompatibility, spill prevention, containment, and clean-up, as well as general first aid procedures.
- List services proposed, including types of waste allowable, and availability of preferred disposal methods (i.e. types of materials planned for reuse and recycling)
- Contractor shall submit a list of materials or classes of materials, if any, that will and will not be accepted for disposal.
- All operations shall be performed in a safe manner in accordance with all applicable regulations.
- **All services shall be administered in conformance with Federal and State Laws, and applicable City of Lago Vista policies and procedures.**

## **16.0 SUBMITTALS**

In order for your qualifications to be considered, the following information should be submitted with your proposal:

- **Cover Letter** – All responses must include a cover letter. The cover letter must include name, address and telephone number of the proposer, and name, title, address, telephone number, fax number and email address of the person, or persons, to contact who are authorized to represent the proposer and to whom correspondence should be directed by the City Manager.
- Provide references as well as information on experience performing these services for other public & private entities.
- List services proposed, including types of waste allowable, and availability of preferred disposal methods (i.e. types of materials planned for reuse and recycling)
- Contractor shall submit a list of materials or classes of materials, if any, that will not be accepted for disposal.
- Any additional information that the proposer feels applicable to the evaluation of the response.

## **17.0 PROPOSAL EVALUATION PROCESS**

- The City Manager will receive all submitted responses. An evaluation committee will be created to review all submitted responses and may select one or more finalists for interviews. Additionally, the city manager on behalf of the evaluation committee may require submission of supplemental materials.

- An evaluation committee will evaluate the responses to this Request for Proposal, conduct interviews with one or more firm/individual, and may recommend one or more firm/individual to the City Manager for consideration with the City Council. Selection of a firm may be made without discussion with Proposers after proposal is received. Proposals should, therefore, be submitted on the most favorable terms.
- The City anticipates selecting Proposer(s) that will be recommended to the City Council for award of a contract to provide the requested services to the City of Lago Vista.

The City reserves the right to reject any or all proposals

**18.0 PROPOSAL EVALUATION FACTORS**

The City will evaluate responses based on the following criteria:

Evaluation Criteria

1. Pricing .....**25 points available**
2. Qualification/Experience .....**35 points available**
3. Ability to meet the City of Lago Vista needs .....**40 points available**

**19.0 INTERVIEWS AND PRESENTATIONS**

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

**20.0 BEST AND FINAL OFFER**

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

Attachment “A” Follows

**Attachment “A”**

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

**This certification must be submitted with the proposal.**

Honorable Mayor and City Council Members:

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

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

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

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

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

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

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

**FEDERAL FORM W9 REQUIREMENT:**

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

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

**PROPOSERS CERTIFICATION:**

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

**OUR company is a (Check One):**

Corporation           \_\_\_    (The Proposal **MUST** be signed by an Officer of the company)

Partnership           \_\_\_    (The Proposal **MUST** be signed by a General Partner)

Joint Venture         \_\_\_    (The Proposal **MUST** be signed by an Officer of the company)

Sole Proprietor       \_\_\_    (The Proposal **MUST** be signed by the Owner)

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

MBE   \_\_\_    WBE   \_\_\_    SBE   \_\_\_

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

Yes   \_\_\_    No    \_\_\_

If yes, specify the governmental agency: \_\_\_\_\_

Date of certification: \_\_\_\_\_

**LETTERS OF CLARIFICATION:**

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

LETTER OF CLARIFICATION # 1 \_\_\_\_\_

LETTER OF CLARIFICATION # 2 \_\_\_\_\_

LETTER OF CLARIFICATION # 3 \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

COMPANY REPRESENTATIVE

NAME: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_ FAX#: \_\_\_\_\_

EMAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Attachment “B”**  
**HB 89 Form**

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

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

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

**To Be Completed By Contractor:**

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

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **ATTACHMENT “C”**

### **CONFLICT OF INTEREST DISCLOSURE REQUIREMENT**

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

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

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

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

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

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**  
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).  
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.  
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

<b>OFFICE USE ONLY</b>
Date Received

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

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

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

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

\_\_\_\_\_ Name of Officer

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

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

Yes  No

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

Yes  No

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

Yes  No

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

**4** \_\_\_\_\_  
 Signature of vendor doing business with the governmental entity

\_\_\_\_\_ Date

Adopted 8/7/2015

**ATTACHMENT "D"**

**CITY OF LAGO VISTA**

**INSURANCE REQUIREMENT AFFIDAVIT**

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

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

Insurance Coverage Reviewed: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

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

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

City / State / ZIP: \_\_\_\_\_

Telephone No. ( ) \_\_\_\_\_ Fax No. ( ) \_\_\_\_\_

Proposer's Name and Company: \_\_\_\_\_

RFP Number and Title: \_\_\_\_\_

Insurance Agent / Broker Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Proposer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT "E"**

**DRUG-FREE WORKPLACE CERTIFICATION**

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

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

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

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

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

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

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

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

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

\_\_\_\_\_  
Name of Organization / Contractor(s)

\_\_\_\_\_  
Signature of Authorized Representative:

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

**ATTACHMENT "F"**

**QUALIFICATIONS & REFERENCE SHEET**

**Please Complete and Return This Form with the Response**

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

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

**ATTACHMENT "G"**

**LAGO VISTA SERVICE AGREEMENT EXAMPLE**

**(TO BE COMPLETED BY THE SELECTED FIRM ONLY)**

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

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

**RECITALS:**

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

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

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

**ARTICLE I.  
TERM**

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

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

**ARTICLE II.  
SCOPE OF SERVICE**

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

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

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

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

### **ARTICLE III. SCHEDULE OF WORK**

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

### **ARTICLE IV. COMPENSATION AND METHOD OF PAYMENT**

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

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

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

**ARTICLE V  
DEVOTION OF TIME; PERSONNEL; AND EQUIPMENT**

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

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

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

**ARTICLE VI  
MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

If intended for City:

If Intended for Service Provider:

Attn: Taylor Whichard  
Interim City Manager  
Lago Vista, TX 78645  
Phone: (512) 267-1155

6.11 Insurance.

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

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

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

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

6.12 Indemnification.

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

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

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

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

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

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

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

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

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

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

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

**By City:**

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

City of Lago Vista, Texas

By: \_\_\_\_\_  
Taylor Whichard, Interim City Manager

ATTEST:

By: \_\_\_\_\_  
Susie Quinn, Interim City Secretary

**By Service Provider:**

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Service Provider

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

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

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



October 10, 2024

**Addendum #1**  
**RFP25-01 Household Hazardous Waste Collection,  
Transportation, & Disposal**

The following changes have been made to the original RFP 25-02 document.

1. The Fees shall be submitted as a Per Active Utility Resident/ per month
  - a. Example \$XX.XX / per month

There are currently 4,948 active utility residents with a city population of over 9,000.



October 17, 2024

**Addendum #2**  
**RFP25-01 Household Hazardous Waste Collection,  
Transportation, & Disposal**

The following changes have been added to the original RFP 25-02 document.

1. The "14.0 Project Background" shall include electronics pick up (Up to 50lbs), under list of acceptable items.

## 25-02 Request for Proposals for Household Hazardous Waste Collection, Transportation, & Disposal

Reviewer	Companies		
	HHW Solutions	Lonestar Hazmat Response LLC	Waste Management
Eric De La Cruz	100	65	88
Donna Clark	80	35	60
<b>Average Score</b>	<b>90</b>	<b>50</b>	<b>74</b>

### Scores in Order

Place	Firm	Combined Average Score
1	HHW Solutions	90
2	Waste Management	74
3	Lonestar Hazmat Response LLC	50

# 25-02 Request for Proposals for Household Hazardous Waste Collection, Transportation, & Disposal RFP Evaluation Scoring Sheet

Reviewer: \_\_\_\_\_ Eric De La Cruz \_\_\_\_\_

Evaluation Criteria	Max Points	Firms		
		HHW Solutions	Lonestar Hazmat Response LLC	Waste Management
Pricing	25	25	10	23
Qualifications/Experience	35	35	35	35
Ability to Meet City of Lago Vista Needs	40	40	20	30
<b>Total</b>	<b>100</b>	<b>100</b>	<b>65</b>	<b>88</b>

# 25-02 Request for Proposals for Household Hazardous Waste Collection, Transportation, & Disposal RFP Evaluation Scoring Sheet

Donna

Evaluation Criteria	Max Points	Firms		
		HHW Solutions	Lonestar Hazmat Response LLC	Waste Management
Pricing	25	20	0	10
Qualifications/Experience	35	25	25	25
Ability to Meet City of Lago Vista Needs	40	35	10	25
<b>Total</b>	<b>100</b>	<b>80</b>	<b>35</b>	<b>60</b>



**November 7, 2024**

**Lago Vista Proposed Pricing**

1X per month front porch pickup – with 30-day mutual termination language:

\$1.25 per home per month

*This pricing is applicable for terms and conditions outlined in RFP 25-02*

**Alternate Proposal**

1X per month front porch pickup – 3-year contract:

\$1.10 per home per month

*This pricing is applicable with a three-year extension of the current contract with existing terms and conditions (other than expiration date) between HHW Solutions and the City of Lago Vista.*

Reviewed and approved:

A handwritten signature in black ink, appearing to read "Dick Demien", is written over a horizontal line.

Dick Demien

General Manager

HHW Solutions

## HHW Solutions List

### ACCEPTED ITEMS:

- Used motor oil and used cooking oil (Screw top lid)
- Batteries of all kinds
- Paint of all kinds
- Light bulbs of all kinds
- Household cleaners
- Aerosol cans
- Automotive fluids and fuels
- Lawn and garden items including fertilizer, pesticides and weed killers
- Pool chemicals and additives
- Varnishes, strippers, turpentine and stains
- Glues and epoxies
- Electronics (up to 50 lbs)

### ITEMS NOT ACCEPTED:

Asbestos / Arsenic / Cyanide

Business / Commercial waste

Chemicals not in original containers

Explosives

Medical waste / Infectious waste / Sharps

Nuclear/radioactive waste

Pharmaceuticals

Propane and butane cylinders

Radioactive Materials

Tires and trash

Unidentified chemicals



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** January 16, 2025

**SUBMITTED BY:** Councilor Benefield, City Council

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

**BACKGROUND:** Oak wilt, a devastating fungal disease, has reached epidemic proportions in Central Texas, killing thousands of acres of oak trees across 76 counties including our region. It presents an immediate threat to Lago Vista's urban forest and has far-reaching implications for our tax base, public safety, environmental health, and community character. The proposed ordinance amendments strengthen our prevention and control measures while also providing options for homeowners to treat infected trees instead of removing them, all before the high-risk period begins in February 2025.

### COMPREHENSIVE BACKGROUND:

#### Disease Overview and Impact:

Oak wilt, caused by the fungus *Bretziella fagacearum*, is one of the most destructive tree diseases in the United States. It invades and disables the water conducting system in oaks, leading to rapid mortality.

#### Key elements include:

##### Disease Characteristics:

- Spreads through both above-ground (beetle) and below-ground (root) transmission
- Moves 50-100 feet per year through interconnected root systems
- Particularly aggressive in Central Texas due to alkaline soil conditions

##### Species Impact and Mortality Rates:

- Red Oaks: 100% mortality rate, no effective treatment, critical

in establishing new infection centers

- Live Oaks: Only 15% survival rate without treatment, death within 3-6 months, vulnerable due to interconnected roots
- White Oaks: Show some tolerance but remain vulnerable

**Economic and Municipal Impact:**

- Property value decreases of 15-20% directly reduce property tax revenue
- Texas Tax Code allows reappraisal for oak wilt damage as casualty loss
- Permanent value reduction until new trees mature (40+ years)
- Treatment, removal, replacement, and increased energy costs strain budgets

**Environmental and Aesthetic Impact:**

- Rapid mortality rates decimate oak populations, permanently altering neighborhood character and tree canopy
- Reduced shade cover increases urban heat island effect and energy consumption
- Disrupted ecosystems affect wildlife habitats, biodiversity, and overall environmental health
- Decline in mature trees diminishes the distinct character and natural beauty of Lago Vista

**Public Safety Risks:**

- Dead and dying trees pose falling hazards to people, property, and infrastructure
- Increased wildfire risk from dead vegetation and fuel load accumulation
- Weakened trees susceptible to secondary pests and diseases, compounding tree mortality
- Hazardous conditions strain city services and emergency response resources

**Timing and Urgency:**

- High-risk season begins February through June during peak beetle activity
- Prevention measures must be in place before risk period as treatment is less effective once infection occurs
- Local environmental factors like alkaline soils, interconnected roots, and dense oak populations increase risk

**FINDINGS:**

**CURRENT ORDINANCE LIMITATIONS:**

- 30-day response window exceeds disease progression rate
- Limited jurisdiction, enforcement, prevention protocols, and public education

**PROPOSED AMENDMENTS:**

**Enhanced Prevention Protocols:**

- Mandatory next-day reporting by tree services
  - Expanded sterilization options and treatment standards
  - Comprehensive wound care and equipment cleaning requirements
- Jurisdiction and Enforcement:**
- Extension to ETJ properties and reduced 14-day response time
  - Fines up to \$500 per tree for owners, \$1000 for contractors with progressive enforcement
  - Strict liability for noncompliant contractors and remediation requirements

**Contractor Regulations:**

- Mandatory licensure for oak wilt service providers
- Priority legal status for oak wilt cases

**Interdepartmental Coordination:**

- Designated Oak Wilt Response Coordinator
- Ongoing staff training across departments
- Collaborative mapping and monitoring

**Comprehensive Public Education Program:**

- Electronic and physical outreach campaign
- Training for professionals
- Cooperation with neighborhood associations and LVPOAs

**IMPLEMENTATION TIMELINE:**

Ordinance adoption, staff training, and public notification in January 2025. Full implementation, enhanced enforcement, and education campaign launch in February 2025 before high-risk period.

**LONG-TERM IMPLICATIONS:****Community Vitality and Resilience:**

- Proactive measures protect quality of life and community identity tied to mature trees
- Preserved property values support a stable tax base for city services and infrastructure
- Strengthened resilience to future environmental challenges and climate change impacts
- Demonstrated commitment to the health and sustainability of our urban forest

**Positioning Lago Vista as a Leader:**

- Opportunity to set a proactive example for other communities facing oak wilt threats
- Increased regional collaboration and resource sharing for effective disease management
- Recognition for prioritizing the long-term health and value of

our natural resources

- Enhanced civic pride and engagement through a shared commitment to our urban forest

**FINANCIAL IMPACT:**

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

**RECOMMENDATION:**

Approve

**ATTACHMENTS:**

[2025-01-16 \\_ Ordinance No. 25-01-16-02 \\_ Oak Wilt Revision \\_ Redlined.pdf](#)

[2025-01-16 \\_ Ordinance No. 25-01-16-02 \\_ Oak Wilt Revision \\_ Clean.pdf](#)

[Texas A&M Forest Service Data and Impact Analysis.pdf](#)

[Texas Oak Wilt E-Flyer \(01\\_07\\_2025\).pdf](#)

[Texas Oak Wilt.pdf](#)

**ORDINANCE NO. 25-01-16-02**

**AN ORDINANCE OF THE CITY COUNCIL OF LAGO VISTA, TEXAS, AMENDING VARIOUS ARTICLES OR SECTIONS OF CHAPTER 6, OF THE LAGO VISTA CODE OF ORDINANCES IMPROVING THE ORGANIZATION OF THE PROVISIONS WITHIN THOSE SAME CHAPTERS; AND PROVIDING FOR RELATED MATTERS.**

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

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

**WHEREAS**, the City Council 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 6 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 16<sup>th</sup> day of January 2025.

\_\_\_\_\_  
Kevin Sullivan, Mayor

**ATTEST:**

\_\_\_\_\_  
Maria Franco, City Secretary

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

EXHIBIT "A"

**CHAPTER 6**

**PROPERTY MAINTENANCE AND NUISANCES**

**Sec 6.212 Oak Wilt Control**

(a) Purpose.

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

(b) Definitions.

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

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

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

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

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

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(c) Abatement of Nuisance by Owner of Property.

- (1) Red oak and live oak trees that are infected with Oak Wilt Disease, a dead red oak tree and wood from a red oak tree that was infected with Oak Wilt Disease, and all other trees and wood diseased with Oak Wilt Disease are hereby declared and determined to be a public ~~nmsaneen~~nuisance. It shall be unlawful for an owner of any property within the City, or its Extraterritorial Jurisdiction, to permit or maintain on such lot or parcel any diseased trees which is a public nuisance as defined herein. It shall be the duty of the owner, within ~~fourteen (14)~~fourteen (14) calendar days from notice given under

~~subsection (f) below to cause the diseased trees to be treated or removed and destroyed. Such removal, destruction, or treatment shall be completed under the supervision and direction of the City.~~

(2) ~~(f) below to cause the diseased trees to be removed and destroyed. Such removal or destruction shall be completed under the supervision and direction of the City.~~

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

(d) Enforcement.

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

(e) Inspections.

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

(f) Notice to Owner.

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

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

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property at the point of ingress. Certified mail returned as "unclaimed" or "refused" shall be deemed delivered.

(g) Payment of Cost.

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

(h) Tree Trimming Personnel.

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

~~(1) A licensed tree service is to report suspected oak wilt to the property owner and City Manager or their designee by the next business day in the manner as described in Section (f) Notice to Owner (2).~~

(i) Sterilization of Equipment Used for Trimming and Cutting.

Treating or removing of a diseased tree will be sterilized after each tree is completely cut and before proceeding to the next tree. A solution of nine parts water to one part bleach, or denatured methyl-alcohol, or isopropyl alcohol, or household disinfectant is recommended for sterilization of all trimming equipment. Equipment shall be sterilized after each cutting.

(j) Oak Wilt Prevention.

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

- ~~(1) When trimming/pruning during high-risk months refer to sub-section (i) Sterilization of Equipment Used for Trimming and Cutting of this ordinance for sterilization requirements. The trimming of limbs and branches on live oak or red oak trees shall be prohibited annually between February 1<sup>st</sup> and June 30<sup>th</sup> of each calendar year.~~
- ~~(2) All pesticides and herbicides used in the prevention or elimination of Oak Wilt shall be EPA approved. The City Manager or their designee may approve exceptions to address public safety and welfare concerns, including damaged limbs resulting from storms or similar extraordinary circumstances.~~
- ~~(3) The City Manager or their designee shall from time to time publish educational material on the City's website, social media, and electronic display, regarding Oak~~

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

(k) Treatment and Abatement Requirements

- (1) Within fourteen (14) calendar days after being notified of the presence of an infected tree on their property, property owners must remove and properly dispose of the tree, or provide treatment to control the disease afflicting the tree by a qualified arborist.
- (2) If any person(s), after notice, fails to remove and properly dispose of any tree infected with Oak Wilt that constitutes a public nuisance, the City at its sole discretion, may: Do the work necessary to abate the nuisance; Charge the expenses to the owner of the property which will be the personal liability of the property owner, or; The City Council may assess all expenses incurred against the real property.

(l) Prevention Guidelines: The following prevention methods shall be followed:

- (1) Avoid pruning during high-risk months which is between February 1<sup>st</sup> and June 30<sup>th</sup> of each calendar year.
- (2) Treat wounds if pruning is necessary during high-risk months by immediately applying tree wound dressing or latex paint.
- (3) Sterilize pruning equipment between trees with denatured methyl-alcohol, isopropyl alcohol, or household disinfectant.
- (4) Handling firewood carefully by burning all firewood before spring and never storing unseasoned oak wood from infected trees near healthy oaks.
- (5) Use only EPA registered pesticides that carry directions for home and garden use.
- (6) The City Manager or their designee, from time to time, shall display ordinance information on the City's public electronic sign, and conduct citizen outreach programs to educate residents and contractors.

(m) Penalties: Violations of this article by individual property owners shall be subject to Section 1.109 of this Code with fines not to exceed \$500.00 per tree. Violations of this article by Contractor(s) shall be subject to a fine not to exceed \$1,000.00 per tree. Each day the violation continues to occur shall constitute a separate offense.

See 6.213 Utility Service Requirements

- (a) ~~It is a health and safety offense to occupy a building without public, private or community utility services as required by Chapter 3 and Chapter 13 of the Lago Vista Code of Ordinances and all other applicable regulations. A certificate of occupancy or amended~~

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~~certificate of occupancy is required in accordance with Chapter 3 for all buildings and accessory buildings that require a permit, specifically including those with utility services.~~

- ~~(b) Any person or persons who shall allow or permit sewage to discharge into the ground or subsurface soil, which shall have the effect of causing odors, obnoxious, unhealthy and unwholesome conditions to exist, is declared to have caused a public nuisance and shall be in violation of this article.~~
- ~~(c) Effective March 1, 2013, all structures required to include or that elect to include utility services shall connect to the municipal water and wastewater systems in accordance with Chapter 3 and Chapter 13 of the Lago Vista Code of Ordinances.~~
- ~~(d) In addition to any provisions and prohibitions found in Chapter 13, any person or persons who may allow or permit sewage to discharge onto the ground or subsurface that results in odors, obnoxious, unhealthy, or unwholesome conditions, is declared to have caused a public nuisance and shall be in violation of this article.~~

#### **Sec 6.214 Penalties**

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

\*\*\*\*\*

## **ORDINANCE NO. 25-01-16-02**

**AN ORDINANCE OF THE CITY COUNCIL OF LAGO VISTA, TEXAS, AMENDING VARIOUS ARTICLES OR SECTIONS OF CHAPTER 6, OF THE LAGO VISTA CODE OF ORDINANCES IMPROVING THE ORGANIZATION OF THE PROVISIONS WITHIN THOSE SAME CHAPTERS; AND PROVIDING FOR RELATED MATTERS.**

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**SECTION 2. AMENDMENT.** The City Council of the City of Lago Vista, Texas does hereby amend Chapter 6 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 16<sup>th</sup> day of January 2025.

\_\_\_\_\_  
Kevin Sullivan, Mayor

**ATTEST:**

\_\_\_\_\_  
Maria Franco, City Secretary

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

EXHIBIT "A"

**CHAPTER 6**

**PROPERTY MAINTENANCE AND NUISANCES**

**Sec 6.212 Oak Wilt Control**

(a) Purpose.

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

(b) Definitions.

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

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

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

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

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

(c) Abatement of Nuisance by Owner of Property.

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

It shall be unlawful for an owner of any property within the City, or its Extraterritorial Jurisdiction, to permit or maintain on such lot or parcel any diseased trees which is a public nuisance as defined herein. It shall be the duty of the owner, within fourteen (14) calendar days from notice given under

subsection(f) below to cause the diseased trees to be treated or removed and destroyed. Such removal, destruction, or treatment shall be completed under the supervision and direction of the City.

(2)

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

(d) Enforcement.

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

(e) Inspections.

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

(f) Notice to Owner.

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

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

(g) Payment of Cost.

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

(h) Tree Trimming Personnel.

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

(i) Sterilization of Equipment Used for Trimming and Cutting.

Treating or removing of a diseased tree will be sterilized after each tree is completely cut and before proceeding to the next tree. A solution of nine parts water to one part bleach, or denatured methyl-alcohol, or isopropyl alcohol, or household disinfectant is recommended for sterilization of all trimming equipment. Equipment shall be sterilized after each cutting.

(j) Oak Wilt Prevention.

In order to help prevent the spread of Oak Wilt Disease, the following measures shall be required:

- (1) The trimming of limbs and branches on live oak or red oak trees shall be prohibited annually between February 1<sup>st</sup> and June 30<sup>th</sup> of each calendar year.
- (2) The City Manager or their designee may approve exceptions to address public safety and welfare concerns, including damaged limbs resulting from storms or similar extraordinary circumstances.
- (3) Any person(s) or company licensed by the City to perform tree trimming or removal work who discovers or suspects oak wilt infestation or an infected oak tree shall report that information to the City Manager or their designee by the next business day.

(k) Treatment and Abatement Requirements

- (1) Within fourteen (14) calendar days after being notified of the presence of an infected tree on their property, property owners must remove and properly dispose of the tree, or provide treatment to control the disease afflicting the tree by a qualified arborist.
- (2) If any person(s), after notice, fails to remove and properly dispose of any tree infected with Oak Wilt that constitutes a public nuisance, the City at its sole discretion, may: Do the work necessary to abate the nuisance; Charge the expenses

to the owner of the property which will be the personal liability of the property owner, or; The City Council may assess all expenses incurred against the real property.

- (l) Prevention Guidelines: The following prevention methods shall be followed:
  - (1) Avoid pruning during high-risk months which is between February 1<sup>st</sup> and June 30<sup>th</sup> of each calendar year.
  - (2) Treat wounds if pruning is necessary during high-risk months by immediately applying tree wound dressing or latex paint.
  - (3) Sterilize pruning equipment between trees with denatured methyl-alcohol, isopropyl alcohol, or household disinfectant.
  - (4) Handling firewood carefully by burning all firewood before spring and never storing unseasoned oak wood from infected trees near healthy oaks.
  - (5) Use only EPA registered pesticides that carry directions for home and garden use.
  - (6) The City Manager or their designee, from time to time, shall display ordinance information on the City's public electronic sign, and conduct citizen outreach programs to educate residents and contractors.
  
- (m) Penalties: Violations of this article by individual property owners shall be subject to Section 1.109 of this Code with fines not to exceed \$500.00 per tree. Violations of this article by Contractor(s) shall be subject to a fine not to exceed \$1,000.00 per tree. Each day the violation continues to occur shall constitute a separate offense.

#### **Sec 6.214 Penalties**

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

\*\*\*\*\*



# TEXAS A&M FOREST SERVICE

## *Forest Health: Identify and Manage Oak Wilt*

Oak wilt is one of the most destructive tree diseases in the United States, and it is killing oak trees in Central Texas at epidemic proportions. Oak wilt is an infectious disease caused by the fungus *Ceratocystis fagacearum*, which invades and disables the water-conducting system in susceptible trees. All species of oaks (*Quercus* spp.) in Central Texas can be infected with the oak wilt fungus. Red oaks (Spanish oak, Shumard oak, blackjack oak) and live oaks are most commonly killed by oak wilt when compared with white oaks (post oak, bur oak, Mexican white oak) which are less commonly killed. However, those white oaks such as shin oak, chinkapin oak and Lacey oak that grow in stands with interconnected root systems also may die in large numbers from oak wilt.

The successful management of oak wilt depends on correct diagnosis and an understanding of how the pathogen spreads between different oak species. Red oaks play a critical role in the spread of oak wilt through the formation of fungal mats while live oaks are most commonly affected due to their tendency to grow from root sprouts and vast interconnected root systems that allow movement of the fungus between adjacent trees.

### **Identification of Oak Wilt:**

**Patterns of Tree Mortality:** Most live oaks defoliate and die over a 1-6 month period following initial appearance of symptoms. Some live oaks take longer to die, and a few live oaks in oak wilt centers escape infection or may be resistant to the fungus.

Red oaks rarely survive oak wilt and often die within 3 to 4 weeks following the initial appearance of symptoms. During summer months, diseased red oaks often can be spotted from a distance because of their bright autumn-like coloration in contrast to the surrounding greenery.

**Foliar Symptoms:** Leaves on diseased live oaks often develop chlorotic (yellow) veins that eventually turn necrotic (brown), a symptom called veinal necrosis. Defoliation may be rapid, and dead leaves with brown veins often can be found under the tree for months after defoliation. Leaves may exhibit other patterns of chlorosis and necrosis, but these symptoms are less reliable than veinal necrosis for diagnosing oak wilt in live oaks.



Foliar symptoms of oak wilt on red oaks are less distinct. In early spring, young leaves simply wilt, turning pale green and brown. Mature leaves develop dark green water soaking symptoms or turn pale green or bronze, starting at the leaf margins and progressing inward.

**Fungal Mats:** Fungal mats are reliable indicators for diagnosis of oak wilt. These specialized spore-producing structures most often form in spring on red oaks that develop advanced symptoms of oak wilt the previous late summer or fall. Red oak infections in late spring or summer usually do not give rise to fungal mats due to high temperatures and low soil moisture conditions. Fungal mats can be

# Forest Health: Identify and Manage Oak Wilt

found by looking for inconspicuous narrow cracks in the bark of dying red oaks leading to hollow areas between the bark and wood. They often have a distinctive odor similar to fermenting fruit. Fungal mats can be exposed for inspection by chopping away the loose bark. Fungal mats do not form on infected live oaks or white oaks.



**Laboratory Diagnosis:** Oak wilt diagnosis may be confirmed by isolating the fungus from diseased tissues in the laboratory. Samples can be submitted to: Texas Plant Disease Diagnostic Laboratory, 1500 Research Parkway, Suite A130, Texas A&M University Research Park, College Station, TX 77845. A Texas A&M Forest Service forester, a county extension agent or trained arborist should be consulted for proper collection and submission of samples.

## Integrated Oak Wilt Management:

Early detection and prompt action are essential for successful management of oak wilt. The specific measures taken depend on several circumstances outlined in this fact sheet, but should include appropriate combinations of the following:

## Prevent New Infections

- Cut and dispose of diseased red oaks immediately.
- Avoid wounding oak trees, including pruning, from February through June, and paint all wounds and fresh stumps regardless of season.
- Handle oak firewood cautiously, burn all firewood before spring, and never store unseasoned oak wood from infected trees near healthy oaks.
- Cover unseasoned firewood (from infection centers and unknown origins) with clear plastic, and bury the edges of the plastic.

## Stop Spread through Roots

- Install a trench at least 4 ft deep and 100 ft beyond the perimeter of infection centers to break up root connections.
- Cut or uproot all trees within the 100-ft barrier (except those injected with fungicide).

## Inject High-Value Oaks with Fungicide

- Identify high-value oak trees in close proximity to expanding oak wilt infection centers.
- Consult a trained and licensed arborist (with certified applicator's license) for treatment of high-value oak trees with injections of the fungicide *propiconazole*.

## Plant New Trees

- Promote biological diversity in the landscape by planting less-common native trees.
- Avoid wounding oaks during planting.

For more information on oak wilt in Texas, visit the internet website [www.texasoakwilt.org](http://www.texasoakwilt.org).



# OAK WILT IN TEXAS

Oak wilt is an infectious tree disease caused by a fungus. All oak trees are susceptible to this potentially deadly disease. Thousands of acres in Central Texas have already been affected by oak wilt.

## WHY SHOULD YOU CARE?

Oak wilt can impact entire communities. Infected trees usually die if they are not treated quickly by a qualified arborist. This can affect aesthetics, decrease property value, and be expensive to manage. Ignoring this disease is costly. Prevention is key.

## HOW DOES IT SPREAD?

**Above Ground By Beetles:** The oak wilt fungus can produce spores on red oaks that it has killed. These spores are inadvertently transported by beetles feeding on the fungus. If these beetles land on a fresh wound or pruning cut on an uninfected oak, the spores may enter and infect a new tree.

**Below Ground Through Root Connections:** Once a new infection starts, the fungus may spread from tree to tree through an interconnected root system. Trees as far as 200 feet apart or more may be at risk. The fungus can spread as rapidly as 75 feet per year.

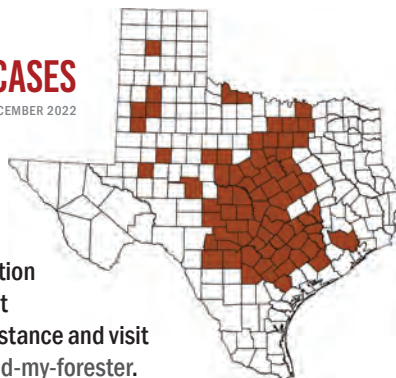
## HOW TO RECOGNIZE OAK WILT

Look for defoliation and death of oak trees expanding from a central location. Live oaks will typically defoliate and die in 3-6 months while red oaks may die within 4-6 weeks. The most characteristic symptom of oak wilt is yellow and brown leaf veins in live oaks known as veinal necrosis. Sweet smelling fungal mats may form under the bark of dead red oaks in the spring. Laboratory isolation of the fungus is recommended to confirm the diagnosis. When in doubt, a trained expert should be consulted.



## TEXAS COUNTIES WITH CONFIRMED OAK WILT CASES

AS OF DECEMBER 2022



## GET HELP

If you suspect that your tree has oak wilt or you need more information on how to prevent oak wilt, contact Texas A&M Forest Service for assistance and visit [texasoakwilt.org/getting-help/find-my-forester](http://texasoakwilt.org/getting-help/find-my-forester).

## HOW TO REDUCE THE RISK OF OAK WILT

- Avoid pruning oak trees from February 1 to June 30.
- Make proper pruning cuts.
- Paint all oak wounds/cuts/stumps immediately with any type of paint.
- Never store infected red oaks for firewood use.

## HOW TO MANAGE OAK WILT

- Prevent new infections by following the steps above.
- Improve landscape resilience by planting diverse tree species.
- If your trees are affected or at risk, consult with an Oak Wilt Qualified Arborist.
- Trench at least 4 feet deep and 100 feet away from trees with symptoms to stop the spread of oak wilt through tree roots.
- Preserve high-value trees with propiconazole fungicide injections. Fungicide does not stop root transmission of the disease, but it can save individual trees.
- Burn, bury, or chip infected red oaks.
- Communicate with neighbors to monitor the infection area.

## PRUNING CALENDAR FOR OAK WILT PREVENTION

### FEBRUARY



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

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

### MAY



Symptoms of oak wilt may be more pronounced this time of year. Reach out to a tree professional if concerned.

### JULY

Beetles and fungal mat activity decrease with high temperatures.

### AUGUST

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

### OCTOBER

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

### NOVEMBER

Fall is a great time to plant new trees!

### DECEMBER

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

### JANUARY

Wrap up your tree pruning.





# OAK WILT

## Identification & Management in Texas

Texas A&M Forest Service

[texasoakwilt.org](http://texasoakwilt.org)

# OAK WILT IDENTIFICATION & IMPACTS

What is oak wilt?



# What is Oak Wilt?

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

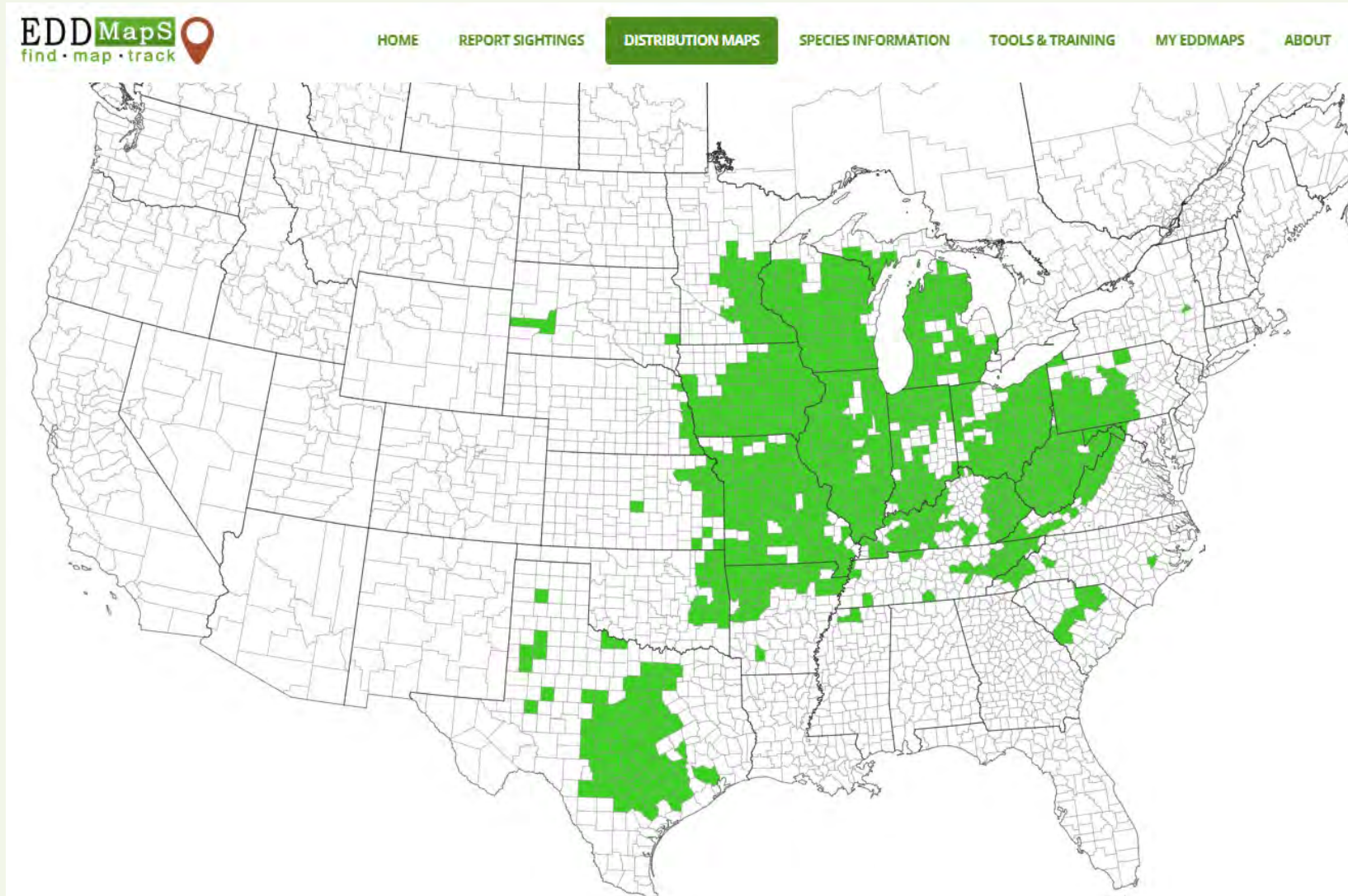


# The Impact of Oak Wilt

- Thousands of acres throughout Central and West Texas have been affected by oak wilt
- Oak wilt may reduce urban and suburban property values by 15-20%

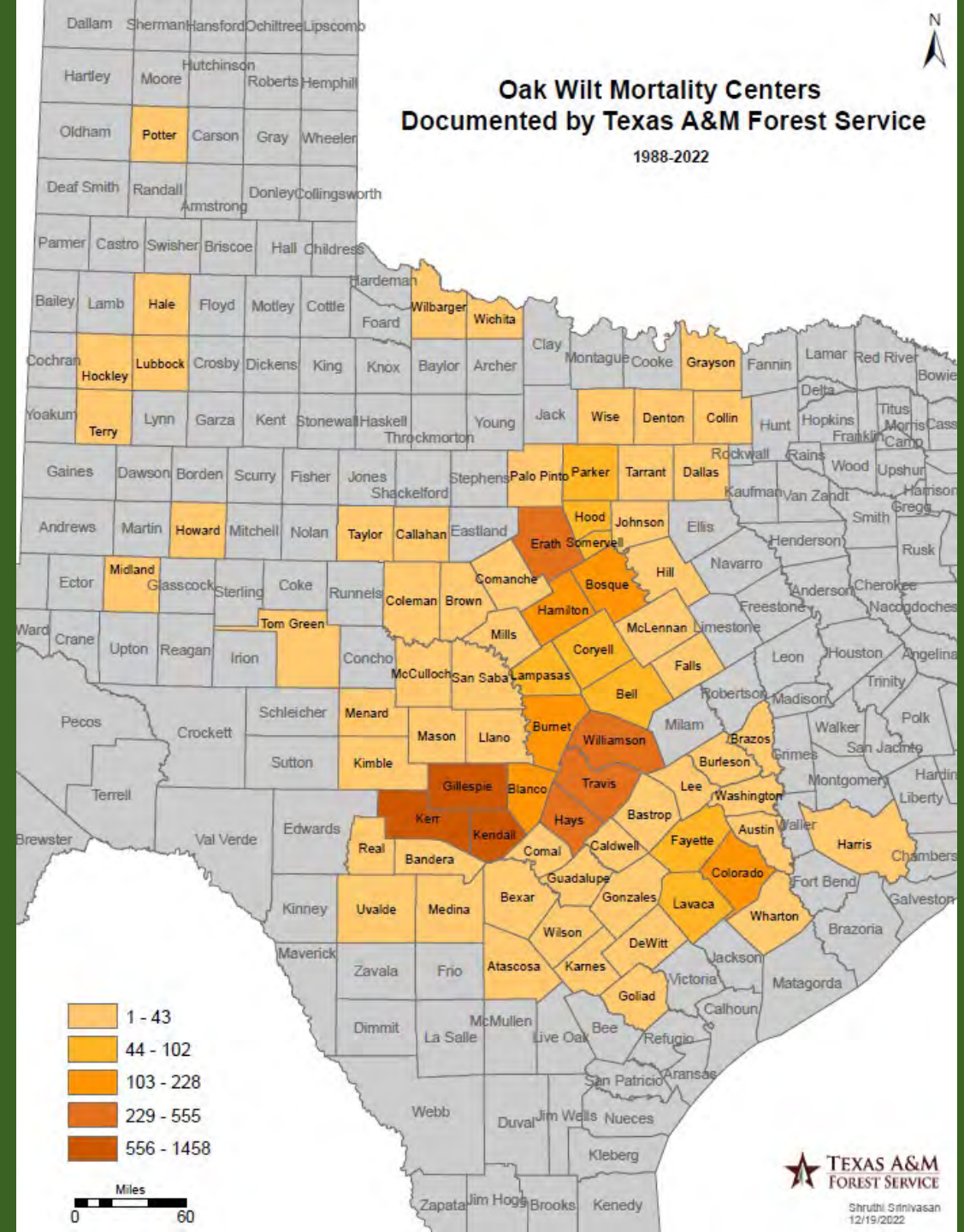


# Where is Oak Wilt?



# Oak Wilt in Texas

- 76 counties with confirmed oak wilt occurrences as of 2023
- Verified by lab sample, aerial detection, and on-site inspections
- First detected in Texas in 1961



# What Trees are Susceptible?

Red oak



White oak



Live oak



## ALL OAKS!

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

Oak species guide:



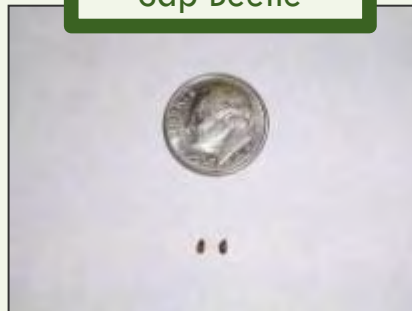
# How is Oak Wilt Spread?

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

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



Sap Beetle



Fungal Mat on Red Oak



Fresh Wound on Different Oak

# Fungal Mats in Red Oaks

- Contain oak wilt fungal spores
- Only form on infected red oaks
- Form under the bark
- Can have multiple per tree
- Produce a sweet odor like rotting fruit which attracts sap beetles
- Trees infected in fall/winter are more likely to produce mats the following spring
- Mat production is accelerated by cool, moist weather (typically springtime)



Pressure crack from fungal mat underneath



Fungal mat with bark removed

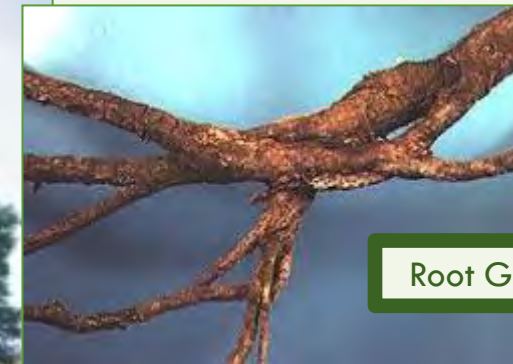
# How is Oak Wilt Spread?

Underground (localized) via interconnected root systems:

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

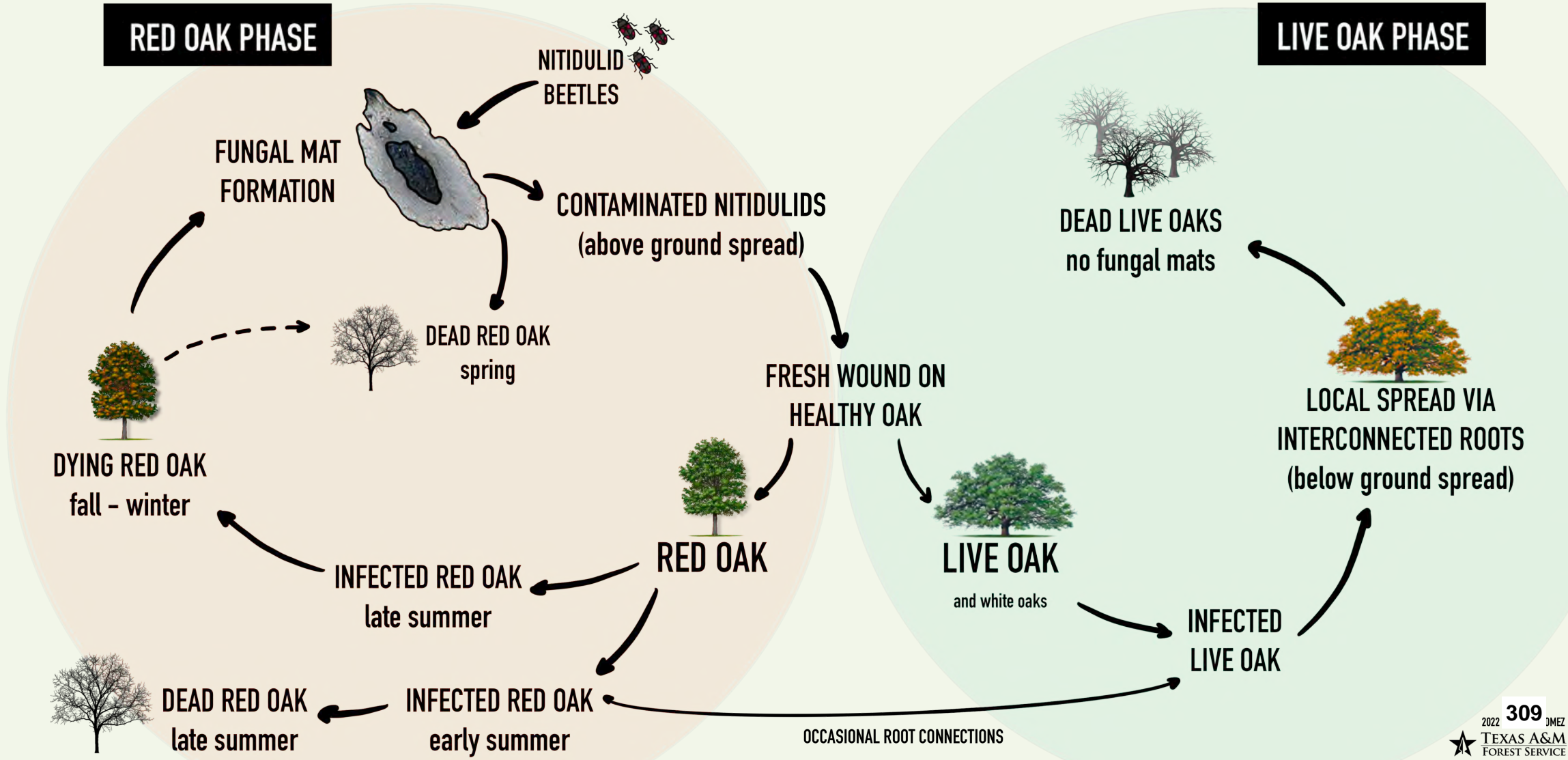


Live Oak Mott



Root Grafts

# Oak Wilt Disease Cycle



# Oak Wilt in Live Oaks

- Rapid defoliation
- Death in 3 to 6 months
- Spread to adjacent trees
- No fungal mat formation
- About 5-15% survival rate with no treatment
- Leaf symptoms: veinal necrosis, vein banding, tip burn, and marginal necrosis



Veinal necrosis

# Oak Wilt in Live Oaks



Tip Burn / Marginal Necrosis



Veinal Necrosis



Vein Banding

# Oak Wilt in Red Oaks

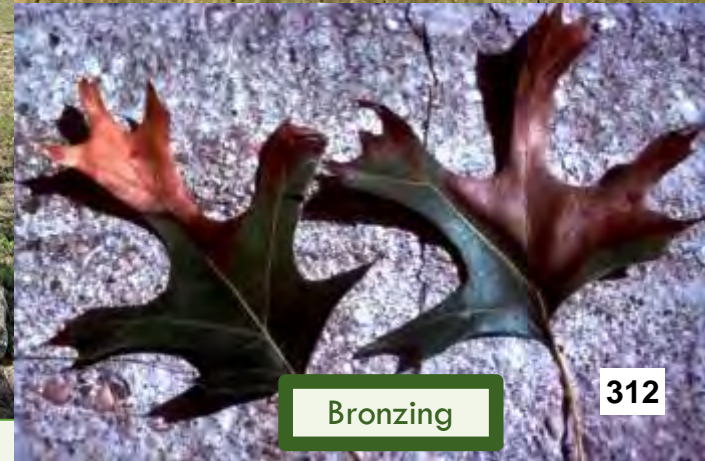
- Typically maintains leaves, then defoliate
- Flagging: branches turn brown or red
- Death in 4 to 6 weeks
- Possible spread to adjacent trees
- Possible formation of fungal mats
- 100% mortality (no survivors)
- Bronzing leaves



Flagging



Fungal Mats



Bronzing

# Lab Samples

- Samples can be taken and sent to a lab to confirm the presence of oak wilt
- Learn how to take a sample with this [video](#)
- For more information, contact the Texas Plant Disease Diagnostic Lab:
  - (979) 845-8032
  - [PlantClinic@ag.tamu.edu](mailto:PlantClinic@ag.tamu.edu)
  - [plantclinic.tamu.edu](http://plantclinic.tamu.edu)



# OAK WILT MANAGEMENT

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



# Oak Wilt Management

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

Three key management approaches:

- Prevention
- Species diversity
- Mitigation
  - *Trenching*
  - *Fungicide Injections*



# PREVENTION



# Pruning

- Peak beetle activity and fungal mat production occur in the spring; therefore, avoid wounding and pruning oaks from **February through June** unless there is an immediate safety concern
- Painting fresh wounds to discourages sap beetles from visiting by blocking the sweet scent coming from the tree



# Pruning

- Regardless of season, **immediately paint** all pruning cuts and other wounds to oaks
- All cuts or wounds must be painted
- Likelihood of spreading oak wilt on tools is rather remote, BUT other diseases can be spread on tools, so tool sterilization is always recommended



Pruning Guidelines:



# Beetle Activity

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

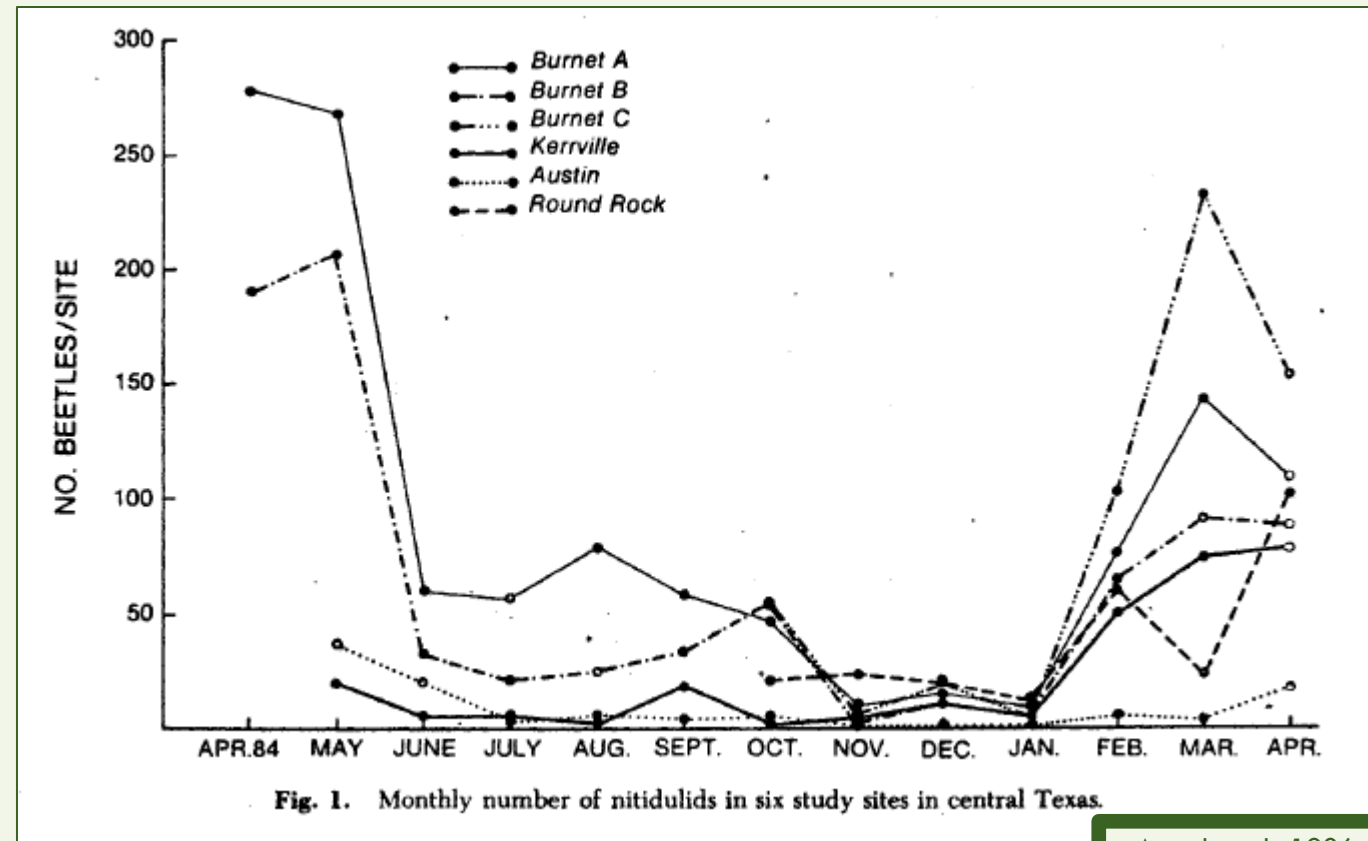
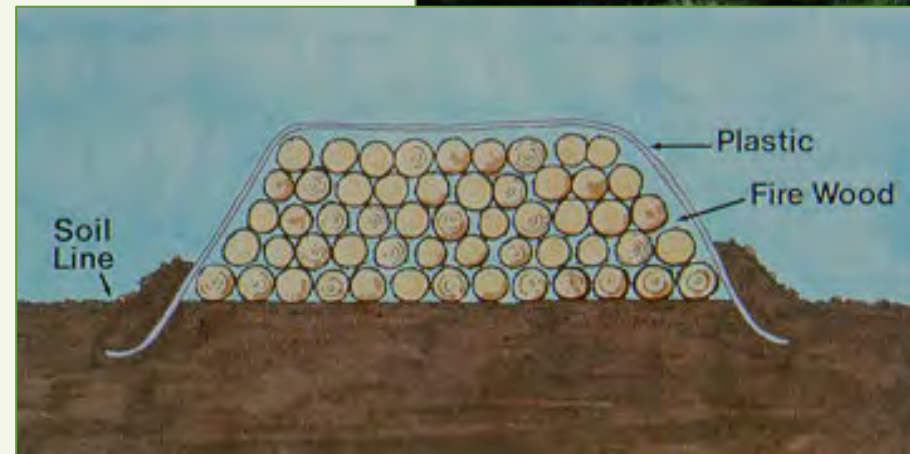


Fig. 1. Monthly number of nitidulids in six study sites in central Texas.

Appel et al., 1986

# Red Oak Removal & Firewood

- To prevent fungal mat formation, destroy infected red oaks quickly by:
  - *Burning*
  - *Chipping*
  - *Burying*
- **Never store** infected red oaks for firewood use!
- Red oak firewood can produce fungal mats, attractive to beetles
- Do not move firewood
- Oak wilt cannot spread while burning or in smoke



Tree removal for oak wilt:



# White & Live Oak Firewood

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



Tree removal for  
oak wilt:

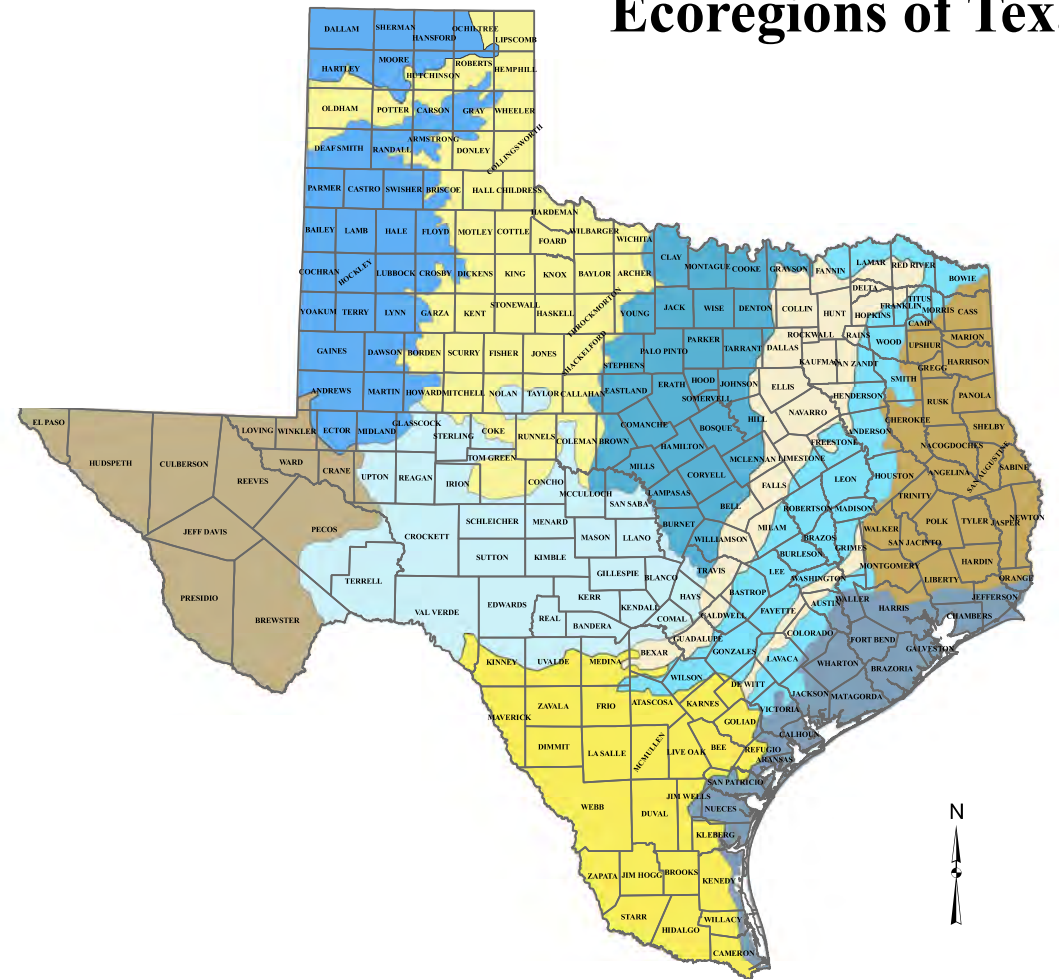


# Species Diversity

Select trees that are:

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

## Ecoregions of Texas



# Species Diversity

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



# Species Diversity

- Google: Texas Tree Selector
- Or go to [texastreeplanting.tamu.edu](http://texastreeplanting.tamu.edu)

- Best time to plant a tree: fall
- Texas Arbor Day - first Friday of November



The screenshot shows the homepage of the Texas Tree Planting Guide. At the top, it says "Texas Tree Planting Guide" and "TEXAS A&amp;M FOREST SERVICE". Below the header, there are three main sections: "Express Tree Selector" (The quickest way to find the best trees for your yard), "Custom Tree Selector" (Gives you more choices for trees to plant in your yard), and "Tree Planting &amp; Care" (More info to help you buy, plant and care for your new tree). There is also a small image of three trees in a field.

The screenshot shows the "Custom Tree Selector" form. It has several options for users to select their preferences. The form includes a dropdown menu for "I will plant my tree in this county:", radio buttons for "Option 1: The space available for my tree is...", radio buttons for "Option 2: I want a tree that is...", radio buttons for "Option 3: I want a tree with leaves that are...", checkboxes for "Option 4: I want a tree that...", and checkboxes for "Option 5: The place I will plant my tree...". There are also "Show Trees" and "Start Over" buttons at the bottom.

# MITIGATION

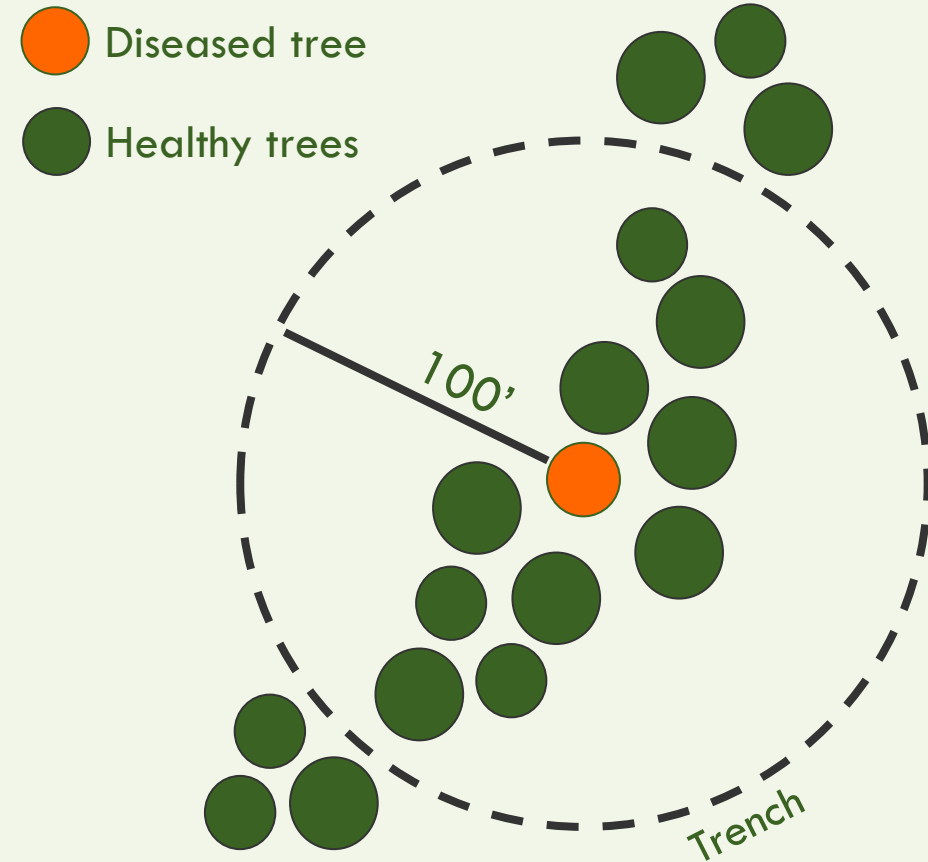


# Trenching

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

Trenches must be:

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



# Trenching

- Equipment choice should be based on site characteristics and not solely on meeting minimum depth requirements
- Backfill the trench using same soil
- Pushing all oaks down ('roguing') within the barrier may improve effectiveness because it increases root detachment

Rocksaw



Backhoe

Excavator



# Fungicide Injections

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



# Fungicide Injections: Macro System

- Success depends upon the level of infection, the application rate, and injection technique
- Several products are currently labeled and registered for this treatment
- Propiconazole based fungicides
  - *Macro-injections of Alamo<sup>®</sup> fungicide in the root flares have been **scientifically proven** effective and continue to be the industry standard*



# Fungicide Injections

## Root Flare Injection Advantages:

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



# Fungicide Injections

- To hire someone: costs around \$15-20/diameter-inch
- DIY
  - *You can move the soil away beforehand, but do not pre-drill the holes*
  - *Inject on a sunny morning*
  - *Holes do not need to be painted*
- Second injection recommended 18-24 months after initial injection



# Fungicide Injections

For more information and instructional videos, please visit [texasoakwilt.org](http://texasoakwilt.org)

**TEXAS OAK WILT**

OAK WILT GET HELP RESOURCES PHOTOS **VIDEOS** COMMUNITY TOOLS ESPAÑOL FAQ

**TEXAS OAK WILT**

The Texas Oak Wilt Partnership is devoted to the prevention and awareness of one of the most destructive tree diseases in America.

DO MY TREES HAVE OAK WILT?



# OAK WILT SUPPRESSION PROJECT

The overall goal is to minimize the spread of oak wilt  
(*Bretziella fagacearum*) in Central Texas



# Oak Wilt Suppression Project

- Cost-shares may be available to private landowners for the following efforts:
  - Containment trenching around oak wilt centers
  - Pushing or roguing all oaks within the boundaries of cost-shared trenches
  - Removal of diseased red oaks
- Trenching: 40% of actual costs not to exceed \$1,500 per individual per year with a maximum of \$4,500 per project per year
- Red oak removal: 40% of actual costs not to exceed \$750 per cooperator per year in urban areas and \$600 in rural areas

Cost Share Info:



# Cost Share Criteria

- Complete containment of the disease center (natural land features can possibly be used)
- Relative isolation of the disease center from other disease centers
- High potential for fungal mat formation (red oaks)
- Compliance with Cultural Resources Preservation Act

Cost Share Info:



# NOT Eligible for Cost-shares

- Removal of dead trees
- Trenching around healthy stands of trees
- Secondary trenches
- Engineering charges, consulting fees, or permit fees
- Loss or reduction in revenues from the land
- Stump grinding
- Fungicide treatments (injection)
- Replanting or landscaping



# Oak Wilt Site Visits

- Identify if it is oak wilt through:
  - Pattern of mortality
  - Foliar symptoms
  - Taking a sample
- Discuss management options:
  - Plant other trees
  - Plan for fungicide treatments
  - Trenching plan



Find your local contact:





# QUESTIONS?

[texasoakwilt.org](http://texasoakwilt.org)  
Texas A&M Forest Service

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