



AGENDA
CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS
5803 THUNDERBIRD
LAGO VISTA, TX
SEPTEMBER 3, 2026 AT 2:00 PM

REGULAR SESSION WILL RECONVENE AT 4:00PM

JOIN MEETING VIA VIDEO CONFERENCE

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

<https://meet.goto.com/242387805>

You can also dial in using your phone.

Access Code: 242-387-805

United States: +1 (646) 749-3122

I. CALL TO ORDER, CALL OF ROLL

Shane R. Saum, Mayor

Amanda Chavarria, Council Member

Jess Hall, Council Member

Adam Benefield, Council Member

Norma Owen, Mayor Pro Tem

Karen Van Ness, Council Member

Paul Prince, Council Member

Ron Joy, Acting Interim City Manager

II. EXECUTIVE SESSION

Convene into a closed Executive Session pursuant to;

1. Consultation with City Attorney pursuant to Texas Government Code § 551.071 regarding legal issues related to one or more items listed on this agenda, where confidential attorney-client advice is necessary.
2. Consultation with City Attorney pursuant to Texas Government Code § 551.071 regarding potential legal issues arising from contracts and procurement actions entered into or authorized by the City Manager, including the City's agreement with Cynergy Technology/Tyler Communications; compliance with state procurement requirements and City contracting authority; contractual payment discrepancies; potential claims, remedies, recovery of City funds, contract validity and termination or non-renewal; preservation of records; and related legal obligations.
3. Consultation with Legal Counsel concerning the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of an employee pursuant to Texas Government

III. 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:

1. Consultation with City Attorney pursuant to Texas Government Code § 551.071 regarding legal issues related to one or more items listed on this agenda, where confidential attorney-client advice is necessary.
2. Consultation with City Attorney pursuant to Texas Government Code § 551.071 regarding potential legal issues arising from contracts and procurement actions entered into or authorized by the City Manager, including the City's agreement with Cynergy Technology/Tyler Communications; compliance with state procurement requirements and City contracting authority; contractual payment discrepancies; potential claims, remedies, recovery of City funds, contract validity and termination or non-renewal; preservation of records; and related legal obligations.
3. Consultation with Legal Counsel concerning the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of an employee pursuant to Texas Government Code Section 551.074 - Interim City Manager, and 551.071 - legal advice related thereto.

IV. INVOCATION

V. PLEDGE OF ALLEGIANCE, PLEDGE TO TEXAS FLAG

VI. 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 4:00 p.m.

[Citizen Participation Registration Form](#)

VII. PRESENTATIONS & PROCLAMATIONS

1. Recognition and expression of appreciation to Lago Vista Volunteers for its dedication to serve the City of Lago Vista.
Recognizing the Volunteer of the Year to Lane Blanchard.
2. Proclamation Honoring Gordon Stokes who volunteered with KLV.B.

VIII. PUBLIC HEARING AND POSSIBLE ACTION

1. Open a Public Hearing to consider, discuss, and take action on an ordinance of the City of Lago Vista, Texas, amending the City of Lago Vista Code of Ordinances by removing mobile food vendor and mobile food establishment regulations from Article 4; amending Article 14.200, Exhibit A, "Zoning Ordinance," Section 6, by adding Section 6-110, "Mobile Food Vendors"; amending Article 14.200, Exhibit A, Part IV, Table B, "Table of Allowed Uses for Zoning," by adding "Mobile Food Vendor" and "Mobile Food Vendor Park" as use classifications; providing findings of fact; providing for attachments; providing for repealer; providing for severability; providing for codification; providing for a penalty; and providing an effective date.

IX. 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.

1. Approval of Resolution No. 26-2220; A Resolution by the City Council of Lago Vista, Texas declaring various property and/or equipment to be surplus property and authorizing the Interim City Manager to dispose of such property in a manner which is beneficial to the City of Lago Vista.
2. Approval of Resolution No. 26-2221, A Resolution Of The City Council Of The City Of Lago Vista, Texas, Authorizing The Release Of A Four-Foot Portion Of A Fifteen-Foot Public Utility And Drainage Easement Adjacent And Parallel To The Rear Boundary Line Of Lot 9033, Highland Lakes Estates, Section Nine, According To The Map Or Plat Of Record In Volume 51, Page 78, Plat Records Of Travis County, Texas And Located At 3607 Bunyan Circle, Lago Vista, Texas
3. Approval of Resolution No. 26-2222, A Resolution Of The City Council Of The City Of Lago Vista, Texas, Authorizing The Release Of One Five-Foot Public Utility And Drainage Easement Adjacent And Parallel To The Rear Boundary Line Of Lots 1 And 2 And Two Five-Foot Public Utility And Drainage Easements On Each Side Of The Common Lot Line Between Lots 1 And 2, Block P, Section 3, Phase 4, Lago Vista Subdivision According To The Map Or Plat Of Record In Volume 32, Page 7, Plat Records Of Travis County, Texas Located At 20907 Round Up Trail, Lago Vista, Texas; And The Release Of One Five-Foot Public Utility And Drainage Easement Adjacent And Parallel To The Rear Boundary Line Of Lot 51 Block P, Section 3, Phase 4, Lago Vista Subdivision According To The Map Or Plat Of Record In Volume 32, Page 7, Plat Records Of Travis County, Texas Located At 6513 Shady Lane, Lago Vista, Texas
4. Approve the official ballot for the TMLIRP Board of Trustees Election.
5. Approve the minutes of the August 20, 2026, City Council Meeting.
6. Approve the minutes of the August 24, 2026, Called City Council Meeting.

X. ACTION ITEMS

1. Discussion and possible action regarding an agreement between the City of Lago Vista and the Chamber of Commerce, including HOT Fund reimbursement.
2. Discussion and possible action regarding approval to reallocate up to \$20,600.00 in current FY 2026 fiscal year funding for Bowden Point art pieces, the placement of a sculpture purchased through donations and grants to KLVB, and clarification of Keep Lago Vista Beautiful's status within the City of Lago Vista's organizational structure.
3. Discussion and possible action regarding next steps for a proposed park at 21003 Dawn Drive, including initiating the re-zoning process.

XI. WORK SESSION

1. Budget Work Session – Discussion and possible action regarding matters related to the proposed City budget, including the Capital Improvement Plan (CIP) and departmental decision packages.

Proposed Budget Planning 2026-2027

<https://www.lagovistatexas.gov/DocumentCenter/View/13483/FY-2026-2027-Proposed-Budget-XLS>

Taxpayer Impact Statement

<https://www.lagovistatexas.gov/DocumentCenter/View/13511/2026-Tax-Rate-Impact-Statement-PDF>

XII. ITEMS OF COMMUNITY INTEREST

XIII. STAFF AND COUNCIL LIAISON REPORTS

- A. Routine Reports from City Staff.
- B. Routine Reports from City Council Board/Commission/Committee Liaisons.

XIV. ADJOURNMENT

IT IS HEREBY CERTIFIED that the above Notice was posted on the Bulletin Board in accordance with Government Code section 551.041 located at all times in City Hall in said City by 5:00 pm on the 27th day of August 2026.

Robin Smith , City Secretary

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

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

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

CONTINUATION OF MEETING: If the City Council is unable to complete consideration of the posted agenda, the Council may recess and continue the meeting on the following regular business day, including the following Friday when applicable, as authorized by Texas Government Code § 551.0411. The date, time, and location of the continued meeting will be publicly announced before recess.

[2025-2026-Adopted-Budget-PDF](#)

[Proposed Budget 2026-2027](#)

<https://www.lagovistatexas.gov/DocumentCenter/View/13539/2026-2027-PROPOSED-BASE-BUDGET-PDF>

[Taxpayer Impact Statement](#)

CITY OF LAGO VISTA

Taxpayer Impact Statement (Tex. Gov't Code § 551.043(c)(2))

Fiscal year covered: FY 2026–2027 • Tax year: 2027 • Meeting date: August 24, 2026

Median-valued homestead taxable value: \$300,463 • Exemptions applied: \$81,673

Scenario Tax Rate (per \$100) Est. Annual City Tax Bill –

Median Homestead

Current fiscal year (FY 2025–26) at the adopted rate \$0.42 \$1,261.94

Upcoming fiscal year if the proposed budget is

adopted, at the proposed rate \$0.451988 \$1,358.06

Upcoming fiscal year if a balanced budget funded at

the no-new-revenue rate is adopted \$0.451988(NNR) \$1,358.06

Plain-language summary (draft): “If the proposed budget is adopted, the estimated annual City property tax bill

on the median-valued homestead would increase by approximately \$96.12 compared with the current fiscal year,

and would be approximately \$0 higher / lower than under a balanced budget funded at the no-new-revenue rate.”



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 3, 2026

SUBMITTED BY: Shane Saum, Mayor

SUBJECT: Recognition and expression of appreciation to Lago Vista Volunteers for its dedication to serve the City of Lago Vista.
Recognizing the Volunteer of the Year to Lane Blanchard.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 3, 2026

SUBMITTED BY: Shane Saum, Mayor

SUBJECT: Proclamation Honoring Gordon Stokes who volunteered with KLVB.

FINANCIAL IMPACT: n/a



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 3, 2026

SUBMITTED BY: Jordan Strohmeyer, Director Development Services

SUBJECT: Open a Public Hearing to consider, discuss, and take action on an ordinance of the City of Lago Vista, Texas, amending the City of Lago Vista Code of Ordinances by removing mobile food vendor and mobile food establishment regulations from Article 4; amending Article 14.200, Exhibit A, "Zoning Ordinance," Section 6, by adding Section 6-110, "Mobile Food Vendors"; amending Article 14.200, Exhibit A, Part IV, Table B, "Table of Allowed Uses for Zoning," by adding "Mobile Food Vendor" and "Mobile Food Vendor Park" as use classifications; providing findings of fact; providing for attachments; providing for repealer; providing for severability; providing for codification; providing for a penalty; and providing an effective date.

BACKGROUND: The proposed ordinance amendment updates the City's regulations governing mobile food vendors to align with recent changes in Texas law and establish mobile food vendors as a land use regulated through the City's Zoning Ordinance. Currently, mobile food vendors are regulated under Article 4, Peddlers and Solicitors. The amendment removes mobile food vendor regulations from Article 4 while retaining provisions related to peddlers, solicitors, temporary food establishments, seasonal food establishments, food safety regulations, and special events.

The amendment adds Section 6-110, "Mobile Food Vendors," to Article 14.200, Exhibit A, establishing definitions, vehicle requirements, operational standards, permitting requirements, site maintenance standards, and zoning compliance requirements. Mobile food vendors would be required to obtain all licenses and permits required by the Texas Department of State Health Services (DSHS) and comply with applicable state and local regulations.

The amendment also creates two new use classifications within the Table of Allowed Uses: Mobile Food Vendor and Mobile Food Vendor Park. Mobile Food Vendors would be permitted as an

accessory use in designated commercial and mixed-use zoning districts when serving an existing lawful primary use on the property. Mobile Food Vendor Parks would require approval of a Special Use Permit (SUP).

FINDINGS:

Staff finds that the proposed amendment promotes orderly development by regulating mobile food vendors as a land use within the Zoning Ordinance rather than as a peddler or solicitor activity. The amendment establishes clear standards for location, parking, site maintenance, traffic circulation, and compatibility with surrounding properties while maintaining compliance with state health and safety regulations.

Staff further finds that the proposed regulations provide greater clarity for property owners, mobile food vendors, and city staff by identifying where mobile food vendors may operate and establishing standards for their operation. The amendment is consistent with the City's authority to regulate land use, site design, and development standards while allowing the Texas Department of State Health Services to regulate food safety and licensing requirements.

The Planning and Zoning Commission recommended approval at the June 9th, 2026 meeting after a public hearing was conducted.

ATTACHMENTS:

[Exhibit A Food Vendor.pdf](#)

[Exhibit B Food Vendor.pdf](#)

[Ord. No. 26-09-03-01 Food Vendor.pdf](#)

Article 14, Exhibit A – Zoning Ordinance, Section 6, 6-110 Mobile Food Vendors

6-110 Mobile Food Vendors

(1) Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Department means the Texas Department of State Health Services.

Mobile Food Vendor means any person who dispenses food or beverages from a mobile food vendor vehicle for immediate service or consumption.

Mobile Food Vendor Vehicle means a motor vehicle or unit which is readily movable, and from which food or beverages are prepared and offered for sale.

(2) Violation; penalty.

(a) Unless exempted from the provisions of this article, it shall be unlawful for a person to engage in, transact or conduct the business or occupation of a mobile food vendor vending within the city without first having obtained a mobile food vendor's license issued by the Texas Department of State Health Services, or to violate any provision of this article.

(b) Any person, firm, entity, or corporation who violates any provision of this article shall be deemed guilty of a misdemeanor, and upon conviction, thereof, shall be fined in accordance with chapter 1, section 1.109 of the Code of Ordinances. Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this article shall not preclude Lago Vista from filing suit to enjoin the violation. Lago Vista retains all legal rights and remedies available to it pursuant to local, state and federal law.

(c) The city may investigate a mobile food vendor on a reasonable suspicion that the mobile food vendor is violating the law or on receipt of a health or safety complaint. The city shall report any suspected violations of state law to the Department and may recommend that the Department suspend or revoke a mobile food vendor license.

(3) Vehicle Requirements.

A mobile food vendor, in addition to any requirements of the Department, and Travis County Health Department, shall:

(1) Maintain the vehicle in a clean, undamaged condition, both inside and outside, and in good working order, in compliance with the city's minimum property standards as set forth in chapter 6 of the city's Code of Ordinances.

(2) Keep all required permits or copies of permits on the vehicle or mobile food vendor at all times.

(3) Display on the vehicle current license plates and current vehicle safety inspection information in accordance with current state law.

(4) Display on the vehicle's windshield, the appropriate permit issued by the Department showing that the mobile food vendor is permitted to operate.

(5) Display copies of the Texas Sales and Use Tax Permit on the vehicle at all times.

(6) Only serve or distribute food as specified on the permit issued by the Department.

(7) Servicing methods and equipment: Potable water servicing equipment must be installed according to all applicable city ordinance, county, state and federal law, and stored and handled in a way that protect the water and equipment from contamination.

(i) The liquid waste retention tank for a mobile food vendor vehicle-must be thoroughly flushed and drained during the servicing operation.

(ii) All liquid waste must be discharged to a sanitary sewerage disposal system constructed and operated according to all applicable city ordinances, county, state and federal law.

(iii) Liquid waste may not be discharged from a mobile food vendor-while the mobile food vendor is in motion.

(8) Site cleanup. A service site must be left in a clean, waste-free condition.

(9) Food preparation and services. Food may not be prepared or served while the mobile food vendor vehicle is in motion or in a manner that exposes any person present to a health or safety hazard.

(4) Mobile Food Vendor Operating Requirements.

(a) Any person operating a motor vehicle that is a mobile food vendor vehicle must have a valid driver' s license unless the motor vehicle falls into a class under Chapter 522 of the Texas Transportation Code as one that requires a commercial driver's license to operate, then only persons with a valid commercial driver's license shall operate such motor vehicle.

(b) Waste containers (inside and outside the mobile food vendor vehicle) shall be durable, easily cleanable, insect-proof, rodent-proof, nonabsorbent to liquids, leak-proof and lined with a plastic bag. Containers shall have tight fitting lids and must be maintained on each mobile food vendor vehicle in a number sufficient to contain all trash and garbage generated by the mobile food vendor vehicle. There shall be at least one (1) waste container outside the unit mobile food vendor vehicle and have sufficient capacity to accommodate all garbage and refuse that accumulates. Before the mobile food vendor leaves a vending site, all trash and garbage must be removed from the site. Excessive trash and garbage shall not be allowed to accumulate inside or

around the mobile food vendor vehicle. All trash and garbage must be disposed of in an approved garbage receptacle.

(c) A mobile food vendor must comply with the City of Lago Vista Zoning Requirements governing mobile food vendors. Each mobile food vendor shall:

(1) Operate in approved areas with appropriate zoning designation;

(2) Operate with approved permits;

(3) Park on an improved surface;

(4) Not obstruct traffic movement, fire lanes and drive aisles, nor obstruct parking spaces in an amount that would cause the property on which the mobile food vendor is operating to be non-compliant with the number of parking spaces required by the zoning for the property;

(5) Not impede access to the entrance or driveway of any adjacent building;

(6) Not impair visibility or safety onsite; and

(7) When out of service, be parked in compliance with city ordinances and/or county, state and federal law.

(d) A mobile food vendor must have written authorization from the owner or person in control of each premises from which the mobile food vendor will sell or serve food.

(e) Adequate toilet facilities must be available at a nearby permanent facility, unless the mobile food vendor vehicle is equipped with functioning toilet facilities.

(f) No cooking may be conducted while the vehicle is in motion.

(g) Covers with secure latches for deep fryers, steam tables and similar equipment must be provided and installed while the vehicle is in motion.

(5) Permit and health inspection required.

All mobile food vendors must obtain a mobile food vendor's license from the Department, and undergo a health inspection, as required under state law.

(6) Not applicable.

This Article shall not apply to the sale of whole vegetables, whole fruits, or other cultivated produce; and permitted farmers markets.

(7) State law controlling.

In the event of a conflict between this Article and Chapter 437B of the Texas Health and Safety Code, Chapter 437B shall control.

Exhibit B

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ARTICLE 4.300 - PEDDLERS AND SOLICITORS

Sec 4.301 - Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Food Establishment means coffee shops, cafeterias, short order cafes, restaurants, luncheonettes, daycare centers, taverns, sandwich stand, BBQ stands, soda fountains and all other such eating or drinking establishments including any vehicle or other portable structure which remains stationary for more than two (2) weeks.

~~Mobile Food Establishment means a food establishment operating from a vehicle or any portable structure on a trailer or wheels, that meets all the requirements of Travis County Health District, and that does not remain in any one location for a period of more than two (2) weeks.~~

Noncommercial Purpose or Cause means a purpose or cause not created, existing or espoused for the generation of profit or the remuneration of individuals, including, but not limited to, the religious or charitable solicitation of contributions, seeking political support or contributions, the promotion of civic causes, the promotion of conservation of resources or animals, advocating a philosophy or religion, or minors conducting fundraising activities, who represent an organization for the benefit of youths, including but not limited to Boy Scouts, Girl Scouts, little league groups, and school groups.

Peddler means any person, whether a resident of this city or not, who sells or offers for sale for immediate delivery any goods, merchandise, or products, whether at one or more fixed locations or by carrying goods, merchandise or products from house to house, business to business, street to street, or upon public property; a merchant shall be considered temporarily in business unless it is the intention of such merchant to establish a permanent business. Transfer of payment at the time of sale or later is immaterial. The word "peddler" shall include the terms "solicitor" and "commercial solicitor." This term shall not include individuals connected with a noncommercial purpose or cause.

Permanent Business Establishment means a building or part of a building or space within a building owned or occupied for use in the operation of an ongoing commercial or industrial enterprise which has been or is intended to be conducted for more than one (1) year and for which use a certificate of occupancy has been issued by the city.

Permit Holder means any person holding a current permit or license issued pursuant to this article.

Person shall mean and include an individual human, partnership, co-partnership firm, company, limited liability partnership or other partnership or other such company, joint venture, joint stock company, trust, estate, governmental entity, association or corporation or any other legal entity, or their legal

representatives, agents or assigns. The masculine gender shall include the feminine, the singular shall include the plural where indicated by the context.

Seasonal Food Establishment means a food establishment operating at a fixed location for a specific season or portion of the year only, not to exceed six (6) months in any calendar year, that operates from a stand or building which does not permit access to customers inside of the stand, and that limits its menu to snow cones, flavored shaved ice, prepackaged ice cream, non-alcoholic beverages or other such similar products.

Services shall mean the performance of labor for the benefit of another or at another's command.

Solicitor means any person who engages in a temporary business within the city limits and who solicits or attempts to solicit the sale or conveyance of any order for services, commercial goods, wares, merchandise, subscriptions, publications, food or products to be delivered at a future date or time, whether such activity is conducted at one or more fixed locations or by soliciting from house to house, business to business, street to street, or upon public property; a person shall be considered temporarily in business unless it is the intention of such person to establish a permanent business.

Temporary Food Establishment means a food establishment operating for a temporary period in connection with a fair, carnival, circus, public exhibition, or other similar gathering.

Sec 4.302 - Permit Required

It shall be unlawful for any peddler, solicitor, ~~mobile food establishment~~, temporary food establishment or seasonal food establishment to engage in business within the city without first obtaining a peddler's permit from the chief of police as provided in this article. It shall be unlawful for any special event to occur upon public property within the city without first obtaining a special event permit from the chief of police as provided in this article.

Sec 4.303 - Exceptions

The provisions of Section 4.302 shall not apply to the following:

- (a) Ordinary commercial travelers or salesmen, transacting business only at wholesale dealers or with dealers in such goods or in goods or services for use in manufacturing or commercial purposes;
- (b) Sheriff's constables, bona fide assignees, receivers or trustees in bankruptcy or other public officers selling goods, wares and merchandise according to law;
- (c) Bona fide residents of the state selling fruits, vegetables, dressed meats, fowl or farm products which were produced on land within the state, owned or controlled by such vendor;
- (d) Solicitations, sales or distributions made for non-commercial purposes or causes, whether community service, charitable, educational or religious, shall not be required to obtain a permit. A mobile food establishment that is also a nonprofit, temporary food establishment shall be exempt from a permit under this exception;

- (e) Newspaper carriers and newspaper vending machines;
- (f) Sales conducted pursuant to statute or by order of any court;
- (g) Person or transactions associated with bona fide trade shows, exhibits, expositions or conventions where all transactions of purchase, sale or exchange are made in connection with such trade show, exhibit, exposition or convention and within the confines of the said trade show, exhibit, exposition or convention situs;
- (h) Individual, one time only sales of personal property items sold by the owner thereof at his private residence or business;
- (i) Organized community and festival events held by authority of agreements or special permits issued by the city council or held upon public premises or in or upon public parks under the auspices or sponsorship or within the regular administration of the parks and recreation department of the city;
- (j) Authorized contractual concessions permitted upon city proprietary premises by agreement, lease or contract with the city duly authorized by the city council;
- (k) Delivery services to permanent established businesses in the city which operate on site and by agreement with or invitation of such individuals, industries or businesses; and
- (l) Lemonade stands and the like conducted and operated entirely by children under the age of sixteen (16) years and upon the private residential premises of such children.

Sec 4.304 - Use of Public Places

It shall be unlawful for any peddler, solicitor, ~~mobile food establishment~~, temporary food establishment or seasonal food establishment, to sell or solicit or take orders for or offer to sell or take orders for or display any goods, wares, merchandise, photographs, newspapers, magazines, food, drink or confection on any public square, park, street, road, highway, alley or other public property within the limits of the city without having first obtained a permit authorizing the activity at such location as provided for in this article. Non-commercial purposes or causes shall be exempt from permit requirements provided no goods are sold upon and the activities do not interfere with traffic or require a permit as provided in Section 4.308.

Sec 4.305 - Refusing to Leave

Any peddler, solicitor, ~~mobile food establishment~~, temporary food establishment operator or seasonal food establishment operator who enters upon any premises and refuses to leave such premises, after having been notified or requested to leave by the owner, occupant or person in charge or control of such premises, shall be deemed guilty of a misdemeanor.

Sec 4.306 - Entrance to Premises Restricted

It shall be unlawful for any peddler, solicitor, ~~mobile food establishment~~, temporary food establishment operator or seasonal food establishment operator to enter upon any private premises or to ring the doorbell or rap or knock in any way in a manner calculated to attract the attention of the occupant when such premises are posted with a sign stating "no peddlers allowed" or "no solicitations allowed" or other words to such effect.

- (a) A person desiring that no merchant or other person engage in home solicitation at his or her residence or business shall exhibit in a conspicuous place upon or near the main entrance to the building, a weatherproof card, not less than three inches by four inches in size, containing the words "no peddlers allowed" or "no solicitations allowed" or other words to such effect. The letters shall not be less than two-thirds of an inch in height. Every permitted under this article, upon going onto any premises upon which a building is located, shall first examine the main entrance to the building to determine if any notice prohibiting soliciting is exhibited upon or about the main entrance of the building. If a notice complying with this section is exhibited, the permittee shall immediately depart from the premises without disturbing the occupant, unless the visit is the result of a request by the occupant.
- (b) No person shall go upon any residential premises and ring the doorbell, or rap or knock upon the door or create any sound in a manner calculated to attract the attention of the occupant of the residence or for the purpose of securing an audience with the occupant or engaging in or attempting to engage in a home solicitation transaction if a card, as described in subsection (a), is exhibited in a conspicuous place upon or near the main entrance to the building unless the visit is the result of a request made by the occupant.
- (c) No person, other than the occupant of the building, shall remove, deface or render illegible, a card placed by the occupant pursuant to subsection (a).
- (d) Any person required to be permitted under this article who has gained entrance to a residence, business or other such premises, for audience with the occupant, whether invited or not, shall immediately depart from the premises without disturbing the occupant further when requested to leave by an occupant.

Sec 4.307 - Hours of Operation

It shall be unlawful for any peddler or solicitor to engage in the business of peddling or soliciting within the city between the hours of 6:00 p.m. and 8:00 a.m. the following morning, or at any time on Sundays; provided that the following exceptions shall apply to this section only:

- (a) The business is conducted pursuant to a specific appointment with, or invitation from, the prospective customer, or with a customer attending an advertised or invitational meeting held by such solicitor or peddler; or
- (b) The business is conducted at a location situated on property zoned for a commercial or retail use and the customer travels to such location for the purpose of conducting such business.

Sec 4.308 - Soliciting at Intersections

- (a) Prohibited Generally. It shall be unlawful for any person to solicit funds, to advertise, or to distribute any item, either on foot or in automobiles, for any cause whatsoever, at any intersection or crossing of streets within the city limits, where, in the opinion of the chief of police, such solicitation or distribution would cause the blocking of traffic so as to create a traffic hazard.
- (b) Exceptions. If, in the opinion of the chief of police, it would not create a traffic hazard for solicitation of funds and advertising at an intersection of streets or crossing of streets within the city, the person desiring to solicit funds or to advertise, or to distribute any item at such intersections, shall first make an application for permission to do so by making the application at the city hall. The application shall set forth the name of the organization, the location of the intersection or crossing of streets where such solicitation shall transpire and the length of time the proposed solicitation shall take place. If the solicitation is to be done by a person under the age of 17, no such permit shall be issued unless such person shall have proper adult supervision as to be determined by the police chief. Any permit for the solicitation of funds shall be acquired prior to any actual solicitation, and any such permit shall be good for one such solicitation period only. Any further solicitation shall require an additional permit. Such permit should be signed by the chief of police.

Sec 4.309 - Misrepresentation

It shall be unlawful for any peddler to make false or fraudulent statements concerning the quality or nature of any goods, wares, merchandise or services for the purpose of inducing another to purchase the same.

Sec 4.310 - Information Required for Permit

It shall be unlawful to engage in business as a peddler or solicitor, including a ~~mobile food establishment~~, temporary food establishment, or as a seasonal food establishment within this city without first obtaining a peddler's permit. Such permit shall be obtained by registering with the chief of police and providing information under oath. Prior to the issuance of the permit, the chief of police shall obtain all of the following information and any other information deemed pertinent and necessary:

- (a) Date of registration;
- (b) Name of registrant;
- (c) Driver's license number;
- (d) Date of birth;
- (e) Home address;
- (f) Local address (if any);
- (g) Nature of items or services to be sold or solicited;
- (h) Has registrant ever been convicted of a felony of any nature or any other crime of moral turpitude and, if so, the place, date, and crime of which convicted; and

- (i) Any facts showing that the registrant is engaged in interstate commerce.

Sec 4.311 - Application Contents

The application for a permit required by this article shall, in addition to the information required pursuant to Section 4.310, state or contain the following:

- (a) A statement as to whether or not the applicant has been convicted of any crime or violation of any state or federal law or municipal ordinance or code; the nature of the offense; the punishment or penalty assessed therefor if previously convicted; and the place of conviction.
- (b) All food vendors shall provide documentation to establish compliance with all city, state and county food handlers regulations. Such documentation shall include the food handler permits and other permits required to be obtained from the Travis County Health District.
- (c) Whether the applicant, upon any sale or order, shall demand, accept or receive payment or deposit of money in advance of final delivery.
- (d) The period of time the applicant wishes to engage in business within this city.
- (e) The local and permanent address and the name of the person, if any, that the applicant represents;
- (f) The applicant's tax identification number, if any.
- (g) The last five cities or towns wherein the applicant worked before coming to this city.
- (h) Statement of the areas in which activities will be carried out, i.e., if on public property the specific locations, if only door-to-door residential the subdivisions, etc.

Sec 4.312 - False Information

It shall be unlawful for any person to give any false or misleading information in connection with his application for a permit or a license required pursuant to this article. Applicant may not sell merchandise or solicit services not disclosed in the permit application.

Sec 4.313 - Fingerprints and Photographs

At the time of making application for a permit, the applicant for a peddler or solicitor permit shall submit to fingerprinting and photographing by the city.

Sec 4.314 - Bond Required

- (a) The application for a peddler permit to sell tangible goods or merchandise shall include with the application a bond in the penal sum of \$5,000.00, signed by the applicant and by some surety company authorized to do business in this state, conditioned for the final delivery of goods, wares, merchandise or services in accordance with the terms of any order obtained prior to delivery and also conditioned to indemnify any and all purchasers or customers for any and all defects in material or workmanship that may exist in the article sold by the principal of such bond, at the time of delivery, and that may be discovered by such purchaser or customer within 30 days after delivery. Such bond shall be for the use and benefit of all persons that may make any purchase or give any order to the principal on such bond, or to an agent or employee of such principal.
- (b) Peddlers or solicitors selling food products or soliciting services solely shall not be required to have a bond.
- ~~(c) Mobile food establishments shall present sufficient evidence of vehicle insurance on any vehicle which will travel upon a public roadway.~~

Sec 4.315 - Fee

- (a) Before any permit shall be issued under the provisions of this article:
 - (1) The applicant for a peddler permit shall pay a fee as set forth in the fee schedule located in Appendix A of this code, based upon the time period he desires to engage in business in the city;
 - (2) The applicant shall also obtain all inspections and permits required under any other ordinance or regulation of the city or the Travis County Health District.
 - (3) Notwithstanding subsection (a),(1) above, if an individual shall establish that he or she is engaged in interstate commerce and is exempt from the permit fee requirements pursuant to federal law, or that the imposition of such fee constitutes a burden and a constraint on interstate commerce, then in such event, such individual shall not be required to pay any fee established by this section.
- (b) No fee shall be required of those

persons engaging in interstate commerce.

(Ordinance 02-07-25-01 adopted 7/25/01;

Ordinance adopting Code)

Sec 4.316 - Special Event Permit

- (a) Special Event Defined. Special event means an organized activity which makes a significant contribution to the cultural, economic, or social welfare of the city which is to occur upon public property. Events occurring upon

public property not under the control of the city may occur without application for the special event permit provided none of the event flows onto or into public property under the jurisdiction of the city and is consented to by the public entity in charge of the property.

- (b) Sale or Distribution of Services or Goods on Public Property. Notwithstanding other provisions of this article, the chief of police may issue a special event permit to enable the holder to sell or distribute services or goods on public property during special events.
- (c) Issued for Particular Time and Location. A special event permit shall be required for each event. The time and location for which the permit is valid shall be shown on the permit.
- (d) Application. An applicant for a special event permit shall file with the chief of police a written application upon a form provided for that purpose.
- (e) Fee. An applicant for, or the holder of, a special event permit shall pay a fee of as set forth in the fee schedule located in Appendix A of this code for the permit, which fee shall be a rental for the use of public property.
- (f) Investigation. After inspection or investigation, the chief of police shall approve or deny an application for a special event permit. If such application is approved, the chief of police shall issue a special event permit which shall state on its face the name of the person to whom it is granted and the expiration date. The chief of police shall designate on such permit the location at which the special event is permitted.
- (g) Revocation. The holder of a special event permit who fails to comply with this articles of the city or who violates any laws, ordinances, or regulations of the city that directly relate to the duties and responsibilities of the permitted sales or solicitations shall have the special event permit immediately revoked and such holder shall immediately return said special event permit to the chief of police.
- (h) Compliance with Article. Except for the permitting requirements, the applicant for a special event permit and/or the holder of a special event permit shall comply with all of the sections of this article and other ordinances of the city.

Sec 4.317 - Issuance

No permit shall be issued under the provisions of this article until the applicant shall have complied with all the provisions and requirements of this article applicable to such permit.

Sec 4.318 - Issuance of Permit

- (a) No permit or license shall be issued to a corporation, partnership or other impersonal legal entity, but each individual person engaging in the business of peddling or soliciting within the city shall be required to have a permit or license, whether acting for himself or as an agent or representative of another.
- (b) Seasonal food establishments that are:
 - (1) Located in a building that is not equipped for being propelled or towed on a public street;
 - (2) Situated on property zoned for commercial or retail use;
 - (3) In compliance with the requirements of the Travis County Health District;

- (4) Regularly inspected by the Travis County Health District;
- (5) Collect and pay sales taxes in compliance with state law;
- (6) Seasonal in nature and intended to be and remain in a fixed location for the duration of a season of the year, may be issued a permit under this article for operation at the specific location designated by the applicant and may be issued in the name of the entity or manager in charge of the establishment.
- (c) Special event permits shall be issued in the name of the local coordinator as deemed proper by the chief of police. If temporary booths, temporary food establishments, mobile food establishments, hawkers, peddlers or other similar peddlers or solicitors are to be part of the special event, the chief of police shall require an individual permit issued in the name of the individual in charge of the booth, mobile food establishment or other similar sales establishment being part of the event as deemed proper by the chief of police. If the chief finds that individual peddlers are not substantially part of the larger organization and requires individual permits, the fees shall be as required in Section 4.315.
- (d) Temporary food establishments may be issued in the name of the entity or manager in charge of the establishment if more than two persons work at the establishment.

Sec 4.319 - Contents

Each permit issued under the provisions of this article shall be signed by the chief of police, dated as of the date of its issuance, and shall state the duration or term of such permit on the face thereof. Any permit not dated and signed as provided in this section shall be void.

Sec 4.320 - Display

Every permit holder having a permit issued under this article or required to have a permit and doing business within the city shall display his or her permit upon the request of any person, and failure to do so shall be deemed a misdemeanor.

Sec 4.321 - Duration

Every permit issued under the provisions of this article shall be valid for the period of time stated therein, but in no event shall any such permit or license be issued for a period of time in excess of 12 months, or any lesser period of time provided for in this article. A permit for a mobile food establishment or temporary food establishment shall not, in any event, be for a period of time in excess of four (4) months. A special events permit shall not be for a period of time in excess of four (4) days unless otherwise specified in the permit by the chief of police. A permit for a seasonal food establishment shall not, in any event, be

for a period of time in excess of six (6) months.

Sec 4.322 - Revocation

Any permit issued under the provisions of this article may be revoked for the violation by the permittee or licensee of any provision of this article, state law or other ordinance that directly relates to the duties and responsibilities of the permittee or licensed occupation authorized in the permit. Upon such revocation, such permit shall immediately be surrendered to the chief of police, and failure to do so shall be deemed a misdemeanor. Any person aggrieved by the revocation may appeal the chief of police's revocation within five days of surrender of the permit by written appeal tendered to the city secretary. A timely filed appeal shall suspend the revocation pending administrative reconsideration by the city manager. The city manager may uphold, revise or overturn the chief of police's revocation. If the city manager upholds the revocation, the revocation shall be effective immediately upon revocation. A previous revocation may constitute grounds for not authorizing subsequent permit applications from the same individual.

Sec 4.323 - Penalties

Any person convicted of violating any provision of this article shall be guilty of a misdemeanor and shall be subject to a fine in accordance with the general penalty provision set forth in Section 1.109 of this code. (Ordinance 02-07-25-01 adopted 7/25/02)

ARTICLE 4.500 - FOOD SAFETY REGULATIONS

Sec 4.501 - Adoption

The regulations set forth in 25 Texas Administrative Code, Chapter 229, Sections 161 through 171 and Sections 173 through 175 (the "Texas Food Establishment Rules"), as amended from time to time, are hereby adopted as regulations of the city to govern food establishments, to safeguard public health, and to ensure that consumers are provided food that is safe, unadulterated, and honestly presented; and each and all of the "Texas Food Establishment Rules" are hereby referred to, adopted and made a part of this section as if fully set out herein, except as amended by this article.

(Ordinance 05-10-06-03, Sec 1, adopted 10/6/05)

Sec 4.502 - Definitions

Food Establishment . Shall have the meaning set forth in 25 Texas Administrative Code, Chapter 229, Section 162(33),
about:blank 10/

except that, as used herein, food establishments shall include a food processing plant and shall not include mobile food ~~vendors, establishments or temporary food establishments.~~

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Food Processing Plant . A commercial operation that manufactures, packages, labels, or stores food for human consumption and does not provide food directly to a consumer.

State Rules . The regulations found in 25 Texas Administrative Code, Chapter 229, Sections 161 through 171 and Sections 173 through 175, as amended from time to time. These rules are also known as "The Texas Food Establishment Rules."

(Ordinance 05-10-06-03, Sec 1, adopted 10/6/05)

Sec 4.503 - Permits

- (a) A person may not operate a food establishment without a permit issued by the city and permits are not transferable from one person to another or from one location to another.
- (b) Annual permits shall be required for all permanent food establishments and shall be renewed no later than 12 months from date of issuance. A valid permit must be posted in a place visible to the general public within the establishment.

(Ordinance 05-10-06-03, Sec

2, adopted 10/6/05) Sec

4.504 - Grease Trap

Required

- (a) ~~All food establishments utilizing the city's public sewer system and all food establishments utilizing an onsite sewage disposal system licensed and permitted by the LCRA, that produces grease or food particles~~ that are discharged into the building drain shall have installed a grease trap prior to entering the sewer, whether public or private. The following formula shall be used for sizing the grease trap and shall be considered the minimum requirement:

Total gallons per minute of all grease producing fixtures x 2 = pounds of grease

- (b) The installation of all grease traps shall be in compliance with the current adopted edition of the International Plumbing Code.

(Ordinance 05-10-06-03, Sec 3, adopted 10/6/05)

Sec 4.505 - Application for Permit and Fees

- (a) Any person desiring to operate a food establishment must make a written application for a permit on forms

provided by the city. The application must contain the name and address of each applicant, the location and type of the proposed food establishment, the zoning district of the location of the proposed food establishment, and the applicable fee. An incomplete application will not be accepted. Failure to provide all required information, or falsifying information required may result in denial or revocation of the permit. Renewals of permits are required on an annual basis and the same information is required for a renewal permit as for an initial permit.

- (b) Prior to the approval of an initial permit or the renewal of an existing permit, the city shall notify the contract agency to inspect the proposed food establishment to determine compliance with state laws and rules, the city's zoning regulations, and this article. A food establishment that does not comply with state laws and rules, the city's zoning regulations, or this article will be denied a permit or the renewal of a permit.

(Ordinance 05-10-06-03, Sec 4, adopted 10/6/05)

Sec 4.506 - Fees

All fees shall be in compliance with the current adopted fee schedule of the city in Appendix A of this code. (Ordinance 05-10-06-03, Sec 5, adopted 10/6/05)

Sec 4.507 - Review of Plans

- (a) Whenever a food establishment is constructed or remodeled and whenever an existing structure is converted to use as a food establishment, properly prepared plans and specification for such construction, remodeling or conversion shall be submitted to the city for review before work is begun. The plans and specifications shall indicate the proposed layout, equipment arrangement, mechanical plans and construction of material of work areas, and the type and model of proposed fixed equipment and facilities. The plans and specifications will be approved by the city if they meet the requirements of the rules adopted by this article. The approved plans and specifications must be followed in construction, remodeling or conversion.

- (b) Failure to follow the approved plans and specifications will result in a permit denial, suspension, or revocation. (Ordinance 05-10-06-03, Sec 6, adopted 10/6/05)

Sec 4.508 - Suspension of Permit

- (a) The city may, without warning, notice, or hearing suspend any permit to operate a food establishment if the operation of the food establishment constitutes an imminent hazard to public health. Suspension is effective upon service of the notice required by subsection (b) below. When a permit is suspended, food operations shall immediately cease. Whenever a permit is suspended, the holder of the permit shall be afforded an opportunity for a hearing within 20 days of receipt of a request for a hearing before the city manager.
- (b) Whenever a permit is suspended, the holder of the permit or the person in charge shall be notified in writing that the permit is, upon service of the notice, immediately suspended and that an opportunity for a hearing will be provided before the city manager, if a written request for a hearing is filed with the city by the holder of the permit within ten days. If no written request for hearing is filed within ten days, the suspension is sustained. The city may end the suspension at any time if reasons for suspension no longer exist.

(Ordinance 05-10-06-03, Sec 7, adopted 10/6/05)

Sec 4.509 - Revocation of Permit

- (a) The city may, after providing opportunity for a hearing, revoke a permit for serious or repeated violations of any of the requirements of these rules or for interference with the city in the performance of its duties. Prior to revocation, the city shall notify the holder of the permit or the person in charge, in writing, of the reason for which the permit is subject to revocation and that the permit shall be revoked at the end of the ten days following service of such notice unless a written request for a hearing is filed with the city manager by the holder of the permit within such ten day period.
- (b) If no request for hearing is filed within the ten day

period, the revocation of the permit becomes final.

(Ordinance 05-10-06-03, Sec 8, adopted 10/6/05)

Sec 4.510 - Administrative Process

- (a) A notice as required in these rules is properly served when it is delivered to the holder of the permit or the person in charge, or when it is sent by registered or certified mail, return receipt requested, to the last known address of the holder of the permit. A copy of the notice shall be filed in the records of the city.
- (b) The hearings provided for in these rules shall be conducted by the city manager at a time and place so designated. Based upon the evidence presented at such hearing, the city manager shall make final findings, and shall sustain, modify or rescind any notice or order considered in the hearing. A written report of the hearing decision shall be furnished to the holder of the permit.

(Ordinance 05-10-06-03, Sec 9, adopted 10/6/05)

Sec 4.511 - Enforcement

(a) Any person who shall violate any of the provisions of this article, or shall fail to comply therewith, or with any of the requirements thereof, within the city limits shall be deemed guilty of an offense and shall be liable for a fine as provided in Section 1.109 of this code. Each day the violation exists shall constitute a separate offense. Such penalty shall be in addition to all the other remedies provided herein.

(b) The city may seek to enjoin violations of these rules.

(c) This article may be enforced by a police officer or code enforcement officer of the city, or a contract code officer as authorized by the city council. (Ordinance 05-10-06-03, Sec 10, adopted 10/6/05)

ORDINANCE NO. 26-09-03-01

AN ORDINANCE OF THE CITY OF LAGO VISTA, TEXAS, AMENDING THE CITY OF LAGO VISTA CODE OF ORDINANCES BY REMOVING MOBILE FOOD VENDOR AND MOBILE FOOD ESTABLISHMENT REGULATIONS FROM ARTICLE 4; AMENDING ARTICLE 14.200, EXHIBIT A, “ZONING ORDINANCE,” SECTION 6, BY ADDING SECTION 6-110, “MOBILE FOOD VENDORS”; AMENDING ARTICLE 14.200, EXHIBIT A, PART IV, TABLE B, “TABLE OF ALLOWED USES” BY ADDING “MOBILE FOOD VENDOR” AND “MOBILE FOOD VENDOR PARK” AS USE CLASSIFICATIONS; PROVIDING FINDINGS OF FACT; PROVIDING FOR ATTACHMENTS; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lago Vista is authorized to adopt zoning regulations in accordance with Chapter 211 of the Texas Local Government Code for the purpose of promoting the public health, safety, morals, and general welfare of the community; and

WHEREAS, the City Council finds that mobile food vending is more appropriately regulated as a zoning land use within Article 14.200, Exhibit A, “Zoning Ordinance,” when such activity occurs on private property or at a fixed or recurring location; and

WHEREAS, the City Council finds that mobile food vendor regulations should be relocated from Article 4 to Article 14.200, Exhibit A, Section 6, so that zoning, site design, operational, permitting, and enforcement standards are contained within the City’s zoning ordinance; and

WHEREAS, the City Council finds that Article 4 should continue to regulate peddlers, solicitors, special events, food safety, temporary food establishments, seasonal food establishments, and related permitting matters, but should not serve as the primary regulatory location for mobile food vendors as a zoning land use; and

WHEREAS, the City Council finds that the addition of Section 6-110, “Mobile Food Vendors,” will provide clear zoning, site design, operational, permitting, and enforcement standards for mobile food vendors and mobile food vendor parks; and

WHEREAS, the City Council finds that adding “Mobile Food Vendor” and “Mobile Food Vendor Park” to Article 14.200, Exhibit A, Part IV, Table B, “Table of Allowed Uses,” will provide clear direction regarding the zoning districts in which such uses may be permitted; and

WHEREAS, the City Council finds that this ordinance is necessary to protect public health, safety, traffic circulation, sanitation, compatibility with surrounding uses, and orderly development.

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

SECTION 1. FINDINGS OF FACT.

The foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

SECTION 2. REMOVAL OF MOBILE FOOD VENDOR REGULATIONS FROM ARTICLE 4.

Article 4 of the City of Lago Vista Code of Ordinances is hereby amended to remove mobile food vendor and mobile food establishment regulations, as shown in Exhibit “A,” attached hereto and incorporated herein for all purposes.

The removal of such regulations from Article 4 shall not affect the City’s authority to regulate peddlers, solicitors, special events, food safety, temporary food establishments, seasonal food establishments, or other activities otherwise regulated by Article 4.

Except as expressly amended herein and in Exhibit “A,” all other provisions of Article 4 shall remain in full force and effect.

SECTION 3. ADDITION OF ARTICLE 14.200, EXHIBIT A, SECTION 6-110, MOBILE FOOD VENDORS.

Article 14.200, Exhibit A, “Zoning Ordinance,” Section 6, is hereby amended by adding Section 6-110, “Mobile Food Vendors,” as shown in Exhibit “B,” attached hereto and incorporated herein for all purposes.

Except as expressly amended herein and in Exhibit “B,” all other provisions of Article 14.200, Exhibit A, Section 6 shall remain in full force and effect.

SECTION 4. AMENDMENT TO ZONING USE TABLE.

Article 14.200, Exhibit A, Part IV, Table B, “Table of Allowed Uses,” of the Code of Ordinances is hereby amended by adding two new use categories titled “Mobile Food Vendor” and “Mobile Food Vendor Park,” as follows:

Structure/Use	R-1	R-2	R-4	R-MH	RR-A	C-1	C-2	C-M	C-A	G-1	U-1	P1	CR2	C-3	LI
Mobile Food Vendor						V	V							V	V
Mobile Food Vendor Park							SUP							SUP	SUP

For purposes of interpretation and administration of Article 14.200, Exhibit A, Part IV, Table B, “Use Table,” the following use table notation shall apply:

V. Permitted only when the use is accessory to, supportive of, and located on the same property as a lawful primary use, and provided that the mobile food vendor primarily serves tenants, customers, residents, guests, employees, invitees, or other persons associated with the primary use of the property.

SUP. Permitted by special use permit only.

Except as expressly amended herein, all other provisions of Article 14.200, Exhibit A, Part IV, Table B, “Table of Allowed Uses,” and Chapter 14 shall remain in full force and effect.

SECTION 5. ATTACHMENTS.

The following exhibits are attached to and made part of this ordinance:

Exhibit A: Amendments to Article 4 removing mobile food vendor and mobile food establishment regulations.

Exhibit B: Article 14.200, Exhibit A, Section 6-110, Mobile Food Vendors.

If there is a conflict between the body of this ordinance and any exhibit, the exhibit shall control as to the specific code amendment adopted.

SECTION 6. REPEALER.

All ordinances, resolutions, or parts of ordinances or resolutions in conflict with this ordinance are hereby repealed to the extent of such conflict only.

SECTION 7. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or provision of this ordinance is for any reason held to be unconstitutional, illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining sections, subsections, sentences, clauses, phrases, and provisions shall remain in full force and effect.

SECTION 8. CODIFICATION.

The City Secretary is authorized to codify the provisions of this ordinance and attached exhibits in the City of Lago Vista Code of Ordinances and to make non-substantive formatting, numbering, and cross-reference corrections necessary to implement this ordinance.

SECTION 9. PENALTY.

Any person violating any provision of this ordinance shall be subject to the penalty provided in Chapter 1, Section 1.109 of the Code of Ordinances. Each day a violation continues shall constitute a separate offense.

SECTION 10. EFFECTIVE DATE.

This ordinance shall take effect immediately from and after its passage and publication as required by law.

PASSED AND APPROVED this 3rd day of September, 2026.

CITY OF LAGO VISTA, TEXAS

By: _____
Mayor, Shane Saum

ATTEST:

City Secretary, Robin Smith



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 3, 2026

SUBMITTED BY: Eric DeLaCruz, Procurement Manager

SUBJECT: Approval of Resolution No. 26-2220; A Resolution by the City Council of Lago Vista, Texas declaring various property and/or equipment to be surplus property and authorizing the Interim City Manager to dispose of such property in a manner which is beneficial to the City of Lago Vista.

BACKGROUND:

FINDINGS: The Assistant Chief of Police, Thomas Franco has evaluated the value to the city for the equipment on Exhibit A and are recommending auction of the item.

FINANCIAL IMPACT: Revenue will be generated from the sale of equipment via online auction.

ATTACHMENTS:
[Res. No. 26-2220 Surplus PD Vehicles.pdf](#)

CITY OF LAGO VISTA, TEXAS

RESOLUTION NO. 26-2220

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS DECLARING VARIOUS PROPERTY AND/OR EQUIPMENT TO BE SURPLUS PROPERTY AND AUTHORIZING THE CITY MANAGER TO DISPOSE OF SUCH PROPERTY IN A MANNER WHICH IS BENEFICIAL TO THE CITY OF LAGO VISTA.

WHEREAS, the City of Lago Vista, Texas owns several pieces of City property and/or equipment which have been replaced, are obsolete or are not currently used by the City, and

WHEREAS, such property and/or equipment have no or limited value to the City, and

WHEREAS, storage space for such property and/or equipment is extremely limited, and

WHEREAS, appropriate City staff members have evaluated the need for and the value to the City of each piece of property and/or equipment and have recommended disposal of the items,

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

THAT, the City Council of the City of Lago Vista, Texas declares the following items, as listed in "Exhibit A" attached to this Resolution, to be surplus property and authorizes the City Manager to dispose of the property in a manner which is beneficial to the City of Lago Vista.

AND, IT IS SO RESOLVED. PASSED AND APPROVED this 3rd day of September 2026.

CITY OF LAGO VISTA

Shane Saum, Mayor

ATTEST:

Robin Smith, City Secretary

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

Exhibit A

Lago Vista, TX Surplus List

ID	Description	Category	VIN/Serial	Condition	Estimate Value
	2015 Ford Explorrrer	Vehicles	1FM5K8AR0FGC41595	115,648 mileage not currently running. Rodents have chewed on the vehicle's wiring, and the vehicle does not currently have any keys. The vehicle is being sold as is, with no warranty or guarantees. The last available records indicate the vehicle was experiencing transmission slipping and engine problems. The vehicle should be considered non-operational and may require significant repairs.	\$500
	2015 Ford Explorrrer	Vehicles	1FM5K8AR9FGC41594	101,839 mileage not currently running. does not currently have any keys. The vehicle is being sold as is, with no warranty or guarantees. The last available records indicate the vehicle was experiencing transmission slipping and engine problems. The vehicle should be considered non-operational and may require significant repairs.	\$500

	2015 Ford Explorrer	Vehicles	1FM5K8AR2FGC41596	116,000 mileage not currently running. Vehicle has wiring problem, and the vehicle does not currently have any keys. The vehicle is being sold as is, with no warranty or guarantees. The last available records indicate the vehicle was experiencing transmission slipping and engine problems. The vehicle should be considered non-operational and may require significant repairs.	\$500
	2017 Ford Explorrer	Vehicles	1FM5K8AR3HGC63206	113,800 mileage not currently running. Does not currently have any keys. The vehicle is being sold as is, with no warranty or guarantees. The last available records indicate the vehicle was experiencing transmission slipping and engine problems. The vehicle should be considered non-operational and may require significant repairs.	\$500
	2018 Dodge Charger	Vehicles	2C3CDXAT3JH230314	102,610 mileage 2018 Dodge Charger is in rough condition. The engine is knocking and the vehicle will require several repairs and/or replacement items before it can be returned to	\$2000

				running condition. Vehicle is sold as-is and is not in good overall condition.	
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Item Cover Page

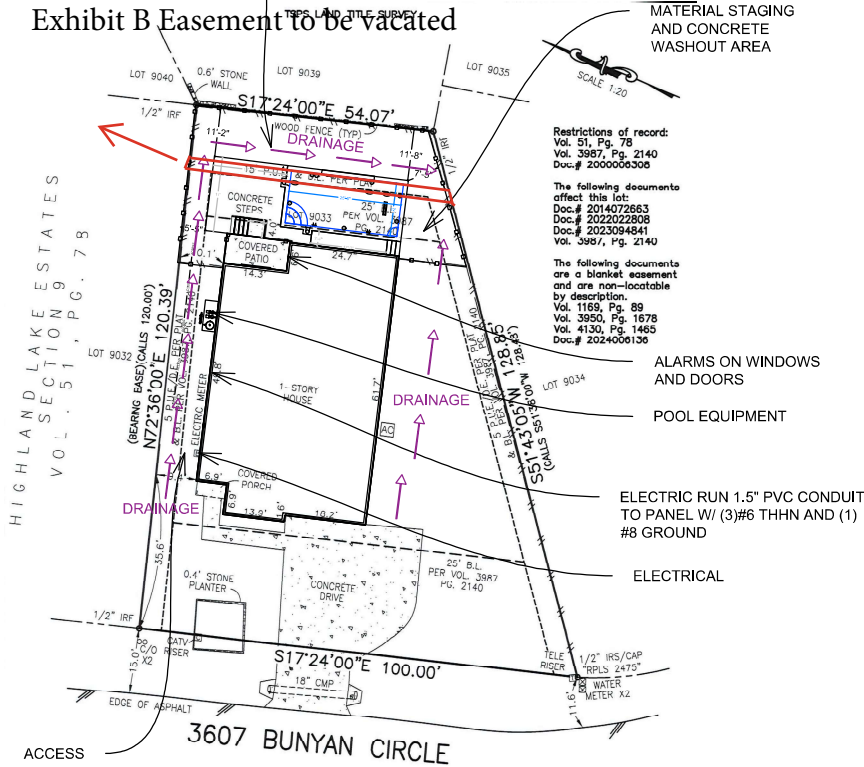
CITY COUNCIL AGENDA ITEM REPORT

DATE:	September 3, 2026
SUBMITTED BY:	Jordan Strohmeyer, Director Development Services
SUBJECT:	Approval of Resolution No. 26-2221, A Resolution Of The City Council Of The City Of Lago Vista, Texas, Authorizing The Release Of A Four-Foot Portion Of A Fifteen-Foot Public Utility And Drainage Easement Adjacent And Parallel To The Rear Boundary Line Of Lot 9033, Highland Lakes Estates, Section Nine, According To The Map Or Plat Of Record In Volume 51, Page 78, Plat Records Of Travis County, Texas And Located At 3607 Bunyan Circle, Lago Vista, Texas
BACKGROUND:	The property owner submitted an application requesting the release of existing public utility and drainage easements for A Four-Foot Portion Of A Fifteen-Foot Public Utility And Drainage Easement Adjacent And Parallel To The Rear Boundary Line Of Lot 9033, Highland Lakes Estates, Section Nine, According To The Map Or Plat Of Record In Volume 51, Page 78, Plat Records Of Travis County, Texas And Located At 3607 Bunyan Circle, Lago Vista, Texas. The purpose of the request is to facilitate the space required for a pool to be installed. The proposed easements to be released are identified on Exhibit B. As part of the review process, City staff coordinated with all affected utility providers. AT&T, Pedernales Electric Cooperative (PEC), and Spectrum have each provided documentation releasing or disclaiming their interest in the affected easements. Based on these releases, staff determined that the 4ft of easements are no longer needed for public utility purposes and recommends approval of the proposed resolution.
RECOMMENDATION:	Approval of Resolution No. 26-2221. Staff and providers have confirmed there are no utilities present or planned in the easements.
ATTACHMENTS:	Exhibit B Bunyan.pdf Exhibit A Bunyan.pdf App Bunyan.pdf PEC Bunyan.pdf Spectrum Bunyan.pdf

ATT Bunyan.pdf
Res. No. 26-2221 Easement release Bunyan.pdf

EXISTING DRAINAGE
PATTERN TO REMAIN WITH
NO ADVERSE IMPACT

Exhibit B Easement to be vacated



Lot 9033, HIGHLAND LAKE ESTATES SECTION NINE, according to the map or plat thereof, recorded in Volume 51, Page 78, Plat Records, Travis County, Texas.

STATE OF TEXAS I KNOW ALL MEN BY THESE PRESENTS, that I Michael E. Alvis, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this survey was this day made on the ground of the property described herein and is correct and that there are no discrepancies, conflicts, shortages in the area, easements, and right-of-ways except as shown hereon, that this tract of land has access to and from a public road, and I have marked all corners with monuments. This Survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice requirements for a Category 1A, Condition 3, TSPS Land Title Survey.

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IN WITNESS THEREOF, my hand and seal, this the 23rd day of February 2024.

Michael E. Alvis
Michael E. Alvis, R.P.L.S., No. 5402

REVISION
02/23/2024
BRC 22-2114
1081/33
BRC



TURLEY
ENGINEERING & SURVEYING
TURLEY ASSOCIATES, INC.
501 N. 3RD ST.
TEMPLE, TEXAS 76781
WWW.TURLEY-INC.COM
254-773-2400
ENGINEERING FROM NO. 1805
SURVEY FIRM NO. 10104869

NOTES:

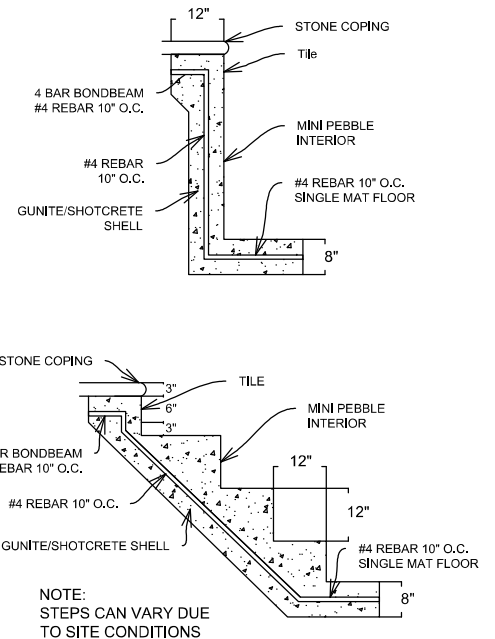
1. ALL DOORS WITH ACCESS TO POOL AREA WILL BE EQUIPPED WITH AUDIBLE DOOR ALARMS
2. ALL GATE LATCHES WILL BE A MINIMUM OF 54" ABOVE GRADE
3. POOL/SPA WILL BE IN COMPLIANCE WITH INTERNATIONAL POOL AND SPA CODE AS REQUIRED BY THE 2021 IRC SECTION R326
4. POOL/SPA TO HAVE 8AWG COPPER WIRE AROUND ENTIRE PERIMETER TO BE BONDED IN (4) LOCATIONS

BARRIER REQUIREMENTS:

BARRIER REQUIREMENTS COMPLY WITH SECTION 305 OF THE ISPC

DETAIL OF POOL SHELL, REBAR, COPING, AND BONDING.

EQUIPOTENTIAL BONDING 8AWG
COPPER WITH 4 BONDING PIG TAILS PER
2023 NEC 680.26



NOTE:
STEPS CAN VARY DUE
TO SITE CONDITIONS

NO NEW OUTLETS

EXTERNAL FILL

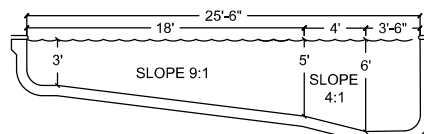
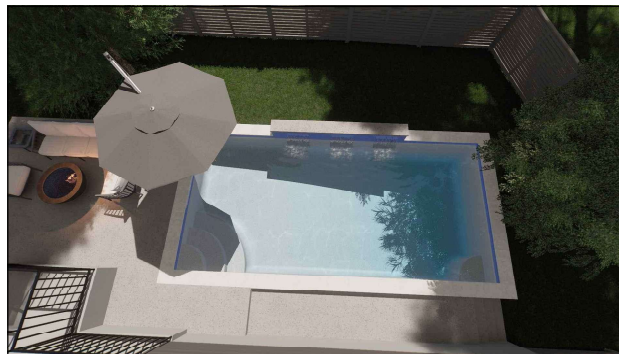
MOTORS COMPLY WITH 2015 ISPC

NOTE:

DECK TO BE CONSTRUCTED WITH $\frac{3}{8}$ " REBAR
16" ON CENTER
4" CRUSHED BASE
UP TO $\frac{1}{2}$ " OF MASTIC

All pool barrier requirements to be met

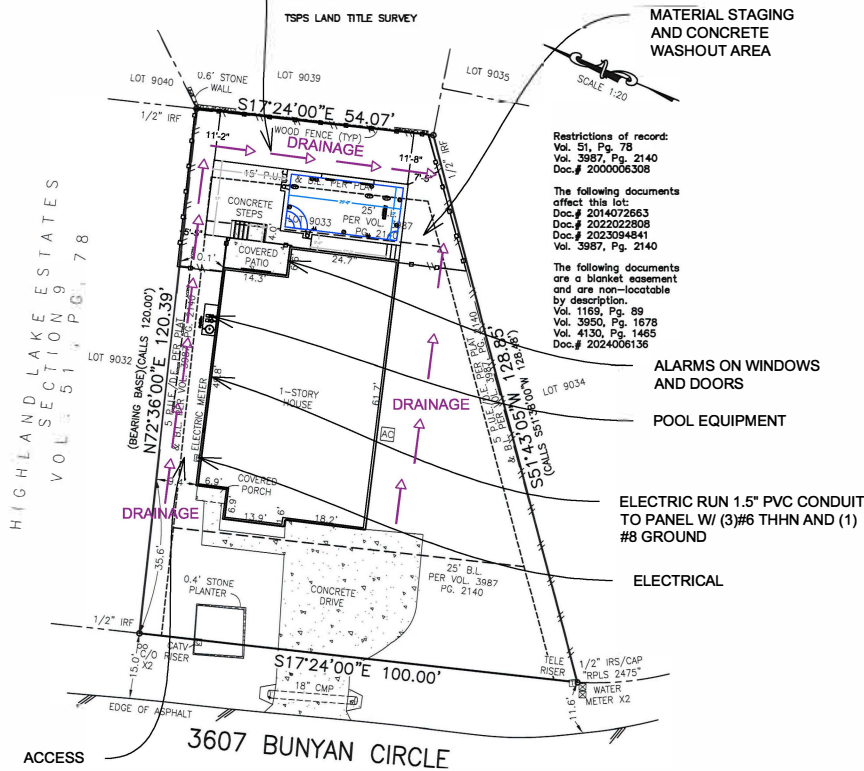
Pool	Spa
Size: 25' 6" x 12"	Size: N/A
Area: 306 SqFt	Area: N/A



Home Owner: Ray Project
Phone # (512) 366-2839
Address 3607 Bunyan Circle
Lago Vista, Texas 78645
LOT 9033 HIGHLAND LAKE ESTATES SEC 9
Designer: Keaton Smith
DENALI POOLS
4350 E. Whitestone Blvd.
Cedar Park, TX 78611
www.denalipools.com

Exhibit A Subdivision Plat

EXISTING DRAINAGE
PATTERN TO REMAIN WITH
NO ADVERSE IMPACT



NOTES:

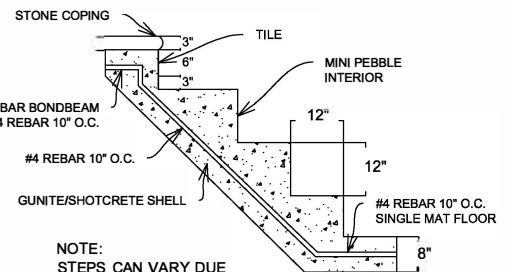
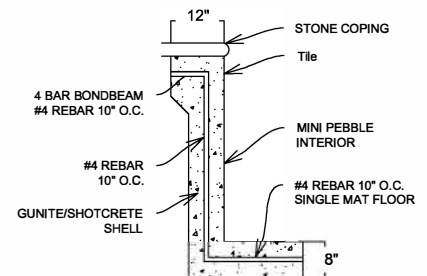
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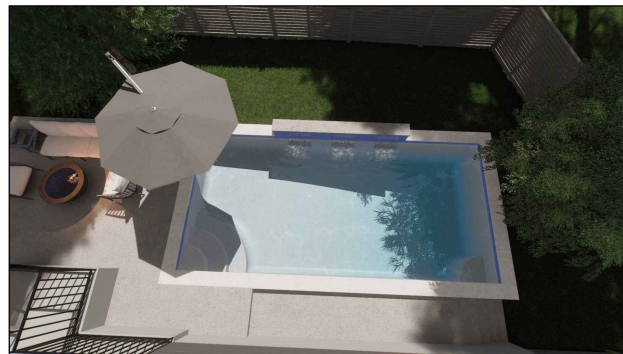
IN WITNESS THEREOF, my hand and seal, this the 23rd day of February 2024.

Michael E. Alvis
Michael E. Alvis, R.P.L.S., No. 5402

REVISION
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254-773-2400
ENGINEERING FIRM NO. 1658
SURVEY FIRM NO. 10194869



NO NEW OUTLETS

EXTERNAL FILL

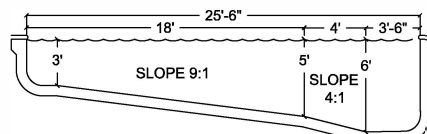
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16" ON CENTER
4" CRUSHED BASE
UP TO $\frac{1}{2}$ " OF MASTIC

All pool barrier requirements to be met

Pool	Spa
Size: 25' 6" x 12"	Size: N/A
Area: 306 SqFt	Area: N/A



Home Owner: Ray Project
Phone # (512) 366-2839
Address 3607 Bunyan Circ
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LOT 9033 HIGHLAND LAKE ESTATES SEC 9
Designer: Keaton Smith

DENALI
POOLS

4350 E Whitestone Blvd
Cedar Park, TX 78611
www.denalipools.com



Development Services
5803 Thunderbird Street PO Box 4727
Lago Vista, TX 78645

Office: 512-267-5259
E-mail: development@lago-vista.org

Application for Vacation of Easement

Application is hereby made for the release of the following easement(s) as described below (please print): The easement is on property legally described as:

Subdivision: Highland Lake Estates Section: 9 Block: _____

Lot Numbers: 9033

Street Address: 3607 Bunyan Cir Lago Vista, Texas 78645

As recorded in Volume 51, Page 78, of the Plat Records of Travis County, Texas.

Provide common description of the easement requested for release, indicating the amount of the easement to be released (Ex: Five foot P.U.E. & D.E. on either side of the common lot line between lots X and X).

15' PUE/DE on rear of property (EAST SIDE) We are requesting a release of 4 foot from the 15' PUE/DE on the rear of the property

Reason for requesting release: (Ex: Single Family Residence, Accessory Building, etc.)
to provide adequate space for construction of a swimming pool and concrete decking

Mailing address: 3607 Bunyan Cir Lago Vista, Texas 78645

Property owner's name(s): Craig and Michelle Ray

Number & Street City State Zip code
[Please note: If multiple owners are making this request, complete name/address/phone must be provided for all.]
Phone: (512) 366-2839 Email: craigmray4@gmail.com
Day time Cell

The undersigned Owner/Applicant/Agent understands that the processing of the Easement Release Application will be handled in accordance with the procedure for requesting release of easements established by each utility provider. It is further understood that acceptance of this application does not obligate the Utility Provider to release the subject easement.

Keaton A Smith

3-16-2026

Signature of Applicant/Agent

Date

I authorize the following person/company to act on my behalf as my designated agent.

Name of agent/company: Denali Pools Keaton Smith
Name of Company Name of Contact

Phone Numbers: (737) 899-5005 Email: ksmith@denalipools.com
Daytime Cell

Keaton A Smith

3-16-2026

Signature of Applicant/Agent

Date

RELEASE OF INTEREST IN PUBLIC UTILITY EASEMENT

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF Travis §

WHEREAS, pursuant to that plat with respect to Highland Lake Estates, Section 9, dated as of October 15, 1970 in Volume 51, Page 78, in the Official Public Records of Travis County, Texas, the plat provided for certain public utility easements; and

WHEREAS, Craig and Michelle Ray, current owners of Lot 9033 of Highland Lake Estates, Section 9, Subdivision desires that the public utility easement(s) affecting the property as described herein and on the attached **Exhibit A**, be fully released and abandoned; and

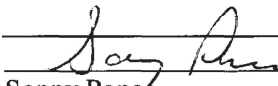
NOW, THEREFORE, be it known that Pedernales Electric Cooperative, Inc., a Texas electric cooperative corporation ("PEC") whose mailing address is P.O. Box 1, Johnson City, Texas, 78636, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby FULLY RELEASE its interest in the public utility easement(s) as described on the attached **Exhibit A**, and referred to hereinabove.

Nothing herein shall be construed as an amendment, modification, release or abandonment of any other transmission or distribution easement granted to PEC.

EXECUTED March 13, 2026

PEDERNALES ELECTRIC COOPERATIVE, INC.

BY:

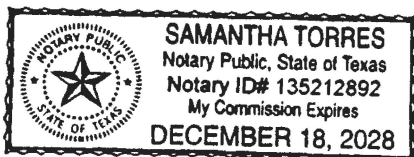

Sonny Ponce
Director, Regional Operations Cedar Park District

STATE OF TEXAS §

COUNTY OF Williamson §

BEFORE ME, the undersigned authority, on this day personally appeared Sonny Ponce, Director, Regional Operations Cedar Park District of Pedernales Electric Cooperative, Inc., a Texas electric cooperative corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

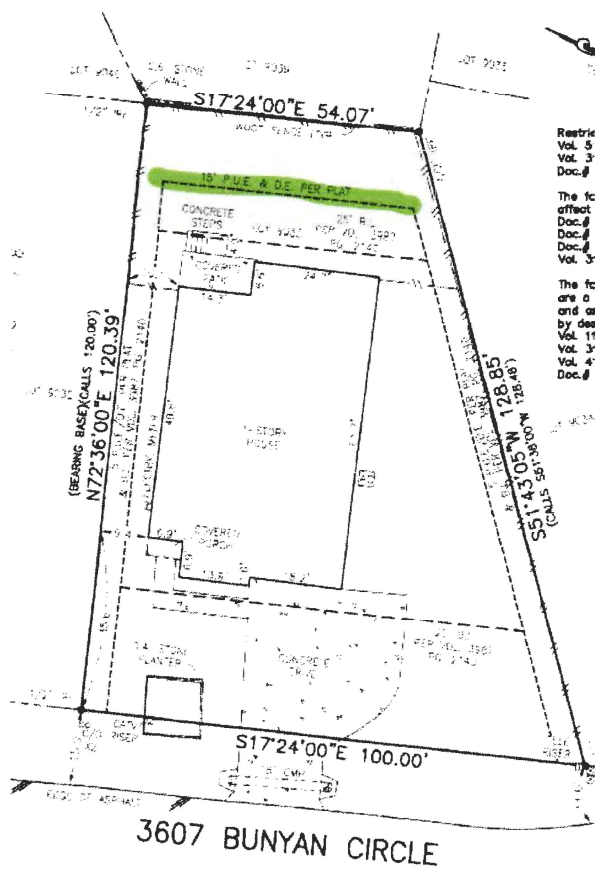
GIVEN UNDER MY HAND AND SEAL OF OFFICE on MARCH 13, 2026.




Notary Public in and for the State of Texas

EXHIBIT A
Public Utility Easement Interest to be Released

That certain portion of the public utility easement described as the 15-foot back lot line of Lot 9033 of Highland Lake Estates, Section 9, Subdivision.



Disclaimer: This Exhibit is for informational purposes only and does not represent an on-the-ground survey and was not prepared for or suitable for legal, engineering, or surveying purposes.

Martin Salazar

Martin.salazar@charter.com

730 W Stassney Lane

Austin, TX 78745

EASEMENT RELEASE STATEMENT FOR VACATION OF PROPERTY

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

Subdivision or Section: **SECTION 9, HIGHLAND LAKE ESTATES**

Lot and Block Numbers: **LOT 9033**

Street Address: **3607 BUNYAN CIRCLE, LAGO VISTA, TX 78645**

Property Owner: **CRAIG & MICHELLE RAY**

STATEMENT

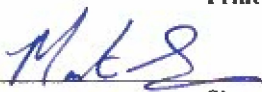
 X Charter Communications **does not** have a need for an easement on the property as described in the accompanying document.

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

Charter Communications

Construction
Title

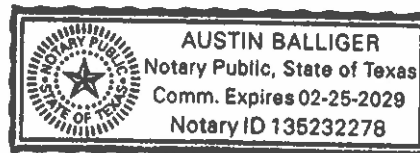
Martin Salazar
Print Name

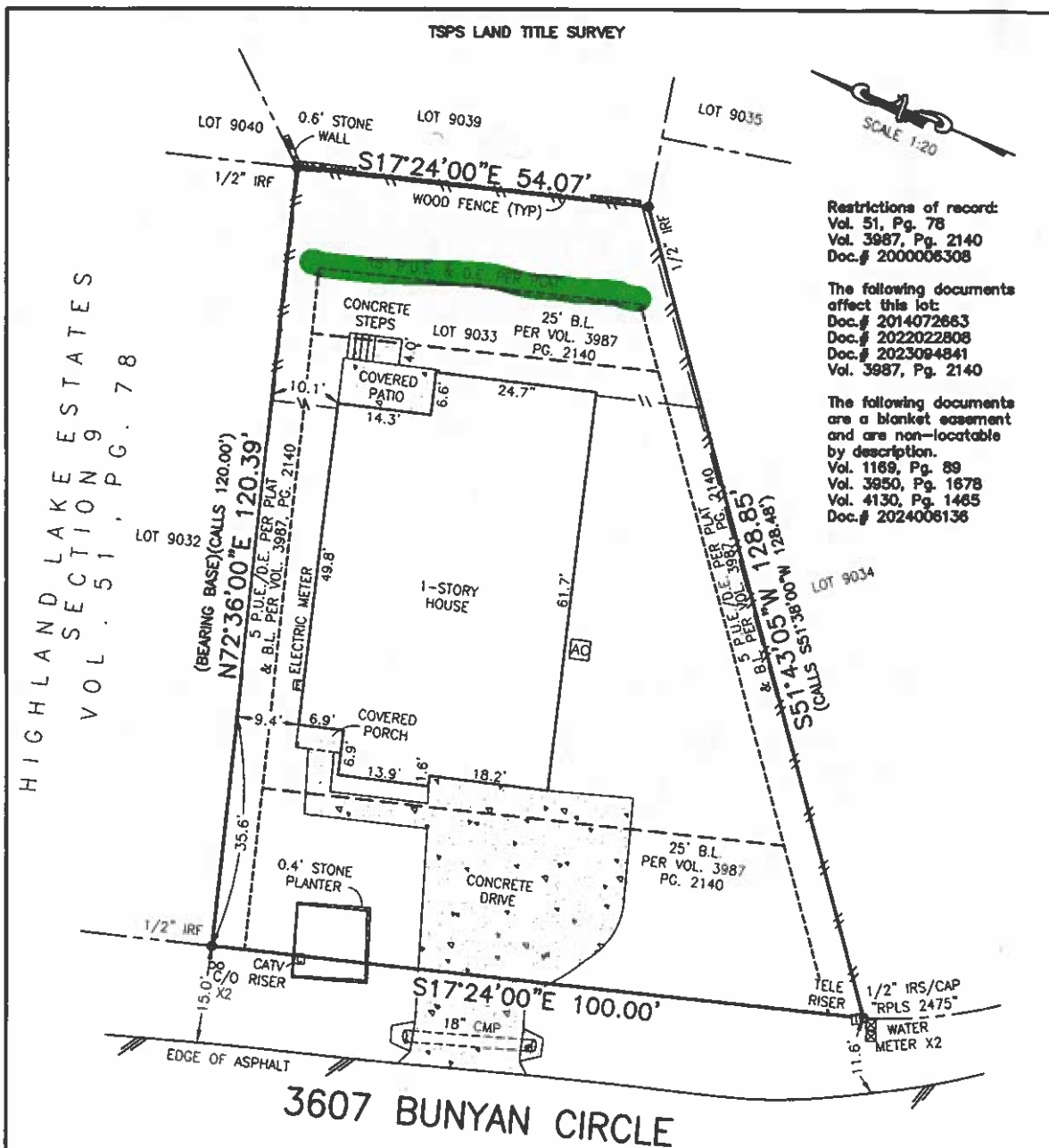

Signature

State of Texas County of Travis

This instrument was acknowledged before me on February 18th, 2026

By 
Notary Public





Lot 9033, HIGHLAND LAKE ESTATES SECTION NINE, according to the map or plat thereof, recorded in Volume 51, Page 78, Plat Records, Travis County, Texas.

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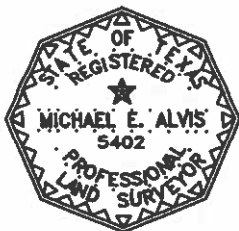
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IN WITNESS THEREOF, my hand and seal, this the 23rd day of February 2024.

Michael E. Alvis

Michael E. Alvis, R.P.L.S., No. 5402

REVISION
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 254-773-2400
 ENGINEERING FIRM NO. 1658
 SURVEY FIRM NO. 10194889



SOUTHWESTERN BELL TELEPHONE COMPANY
RELEASE OF EASEMENT

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

HIGHLAND LAKE ESTATES SECTION 1
LOT NO 9033 VOLUME 51 PAGE 78
3607 BUNYAN CIRCLE, LAGO VISTA TX 78645

Said land of GRANTEE being subject to:

RELEASE 15' PUE/DE LOCATED REAR OF PROPERTY.

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

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 5th day of March 2026.

SOUTHWESTERN BELL TELEPHONE COMPANY

Name: Alfredo F Garza

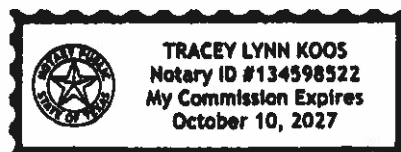
Title: OSP Design Engineer

THE STATE OF TX
COUNTY OF Travis

BEFORE ME, the undersigned authority, on this day personally

Appeared Alfredo Garza, known to me to be the person whose name is subscribed to the foregoing instrument as Manager, Engineering-Design of Southwestern Bell Telephone Company, a Delaware corporation, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed in the capacity stated, and as the apt and deed of said corporation.

Given under my hand and seal of office this the 5th day of March, 2026.



Notary Public in and for the State of TX
My Commission Expires October 10 2027

RESOLUTION NO. 26-2221

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, AUTHORIZING THE RELEASE OF A FOUR-FOOT PORTION OF A FIFTEEN-FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ADJACENT AND PARALLEL TO THE REAR BOUNDARY LINE OF LOT 9033, HIGHLAND LAKES ESTATES, SECTION NINE, ACCORDING TO THE MAP OR PLAT OF RECORD IN VOLUME 51, PAGE 78, PLAT RECORDS OF TRAVIS COUNTY, TEXAS AND LOCATED AT 3607 BUNYAN CIRCLE, LAGO VISTA, TEXAS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the applicant, Keaton A. Smith of Denali Pools and the property owner, Craig and Michelle Ray, request the release of a four-foot portion of a fifteen-foot public utility and drainage easement adjacent and parallel to the rear boundary line of Lot 9033, Highland Lakes Estates, Section Nine, a subdivision of record in Volume 51, Page 78, Plat Records of Travis County, Texas. The subdivision plat is attached as Exhibit A;

Whereas, the owner plans to construct a swimming pool and concrete decking on the property and needs adequate space for construction. An exhibit showing the location of the portion of the easement to be released is attached as Exhibit B;

Whereas, Staff has verified all easement interest holders have abandoned their easement interests and confirmed that this portion of the easement may be released;

Whereas, the easement is located on a property addressed as 3607 Bunyan Circle, Lago Vista, Texas, Travis CAD ID No. 165805;

Whereas, Staff recommends Council authorize the release of a four-foot portion of a fifteen-foot public utility and drainage easement adjacent and parallel to the rear boundary line of Lot 9033, Highland Lakes Estates, Section Nine, a subdivision of record in Volume 51, Page 78, Plat Records of Travis County, Texas;

Whereas, the City Council has considered the matter and deems it in the public interest to authorize this action.

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

Section 1: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Lago Vista, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Section 2: The City Council authorizes the release of a four-foot portion of a fifteen-foot public utility and drainage easement adjacent and parallel to the rear boundary line of Lot 9033, Highland Lakes Estates, Section Nine, a subdivision of record in Volume 51, Page 78, Plat Records of Travis County, Texas, located at 3607 Bunyan Circle, Lago Vista, Texas and authorizes the City Manager, or his designee, to execute any necessary documents.

Section 3: It is hereby officially found. and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place,

and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this 3rd day of September, 2026.

CITY OF LAGO VISTA, TEXAS

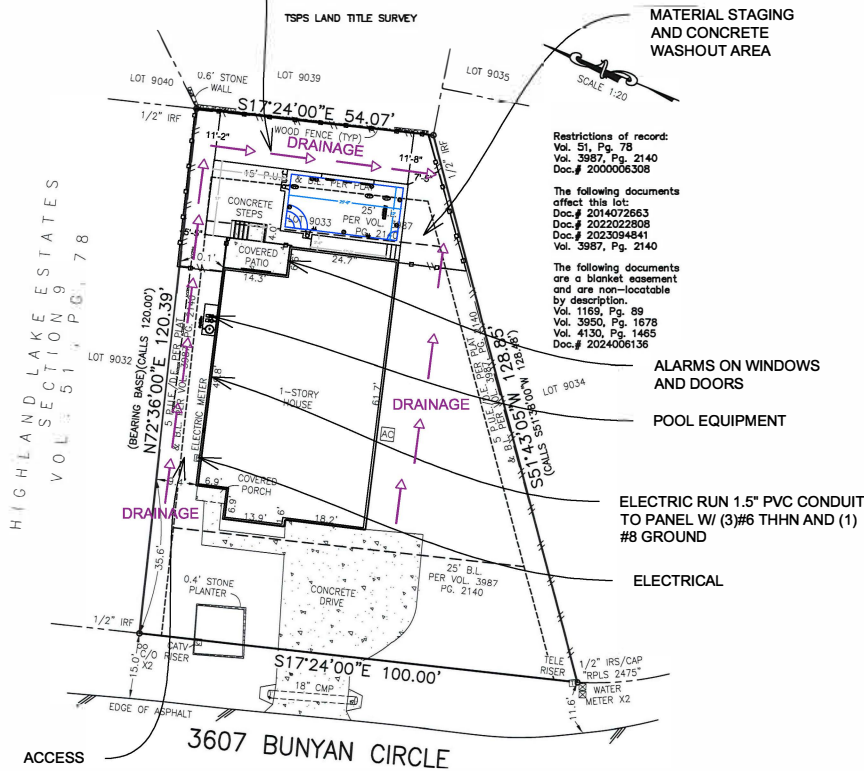
Shane Saum, Mayor

ATTEST:

Robin Smith, City Secretary

Exhibit A Subdivision Plat

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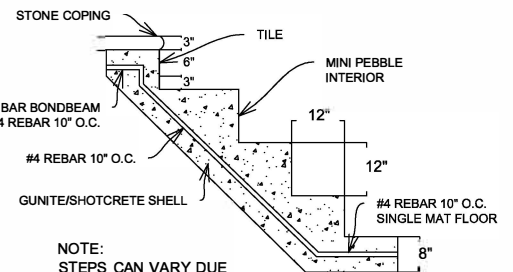
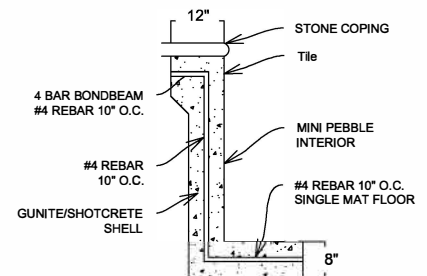
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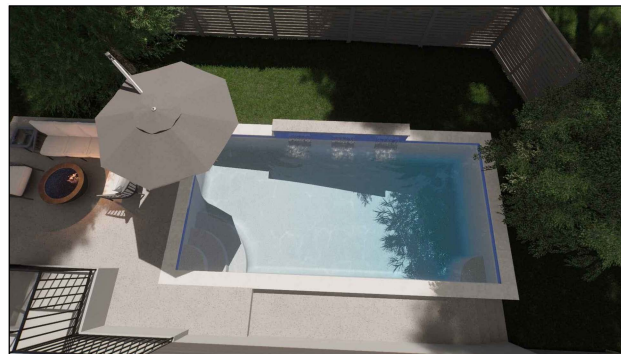
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Michael E. Alvis, R.P.L.S., No. 5402

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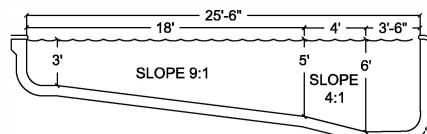
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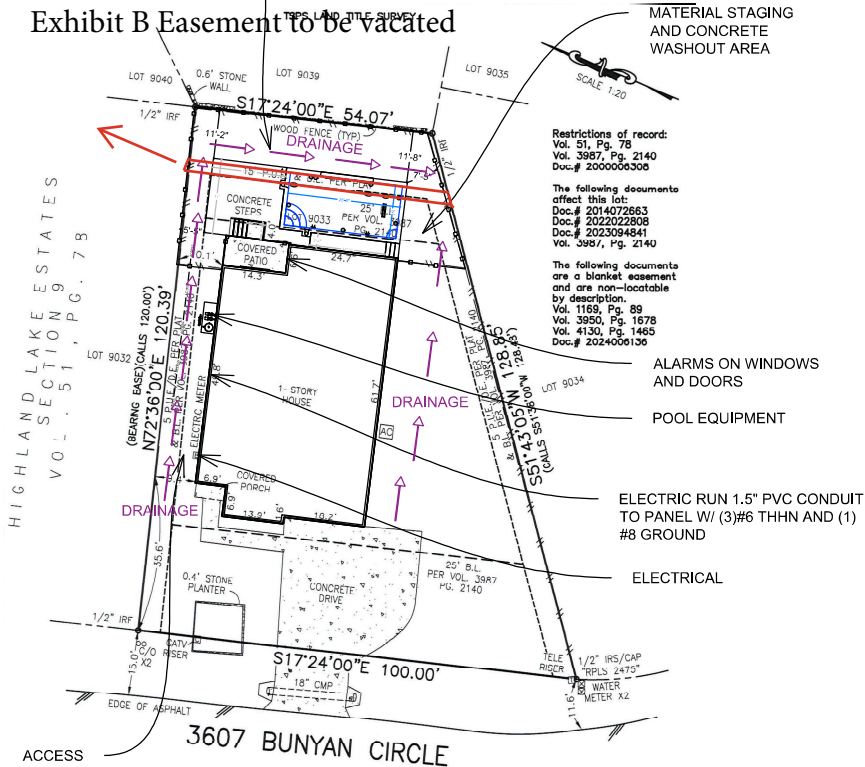
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Phone # (512) 366-2839
Address 3607 Bunyan Circ
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LOT 9033 HIGHLAND LAKE ESTATES SEC 9
Designer: Keaton Smith

DENALI
POOLS

4350 E Whitestone Blvd.
Cedar Park, TX 78611
www.denalipools.com

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Exhibit B Easement to be vacated



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254-773-2400
ENGINEERING FROM NO. 1605
SURVEY FIRM NO. 10104860

NOTES:

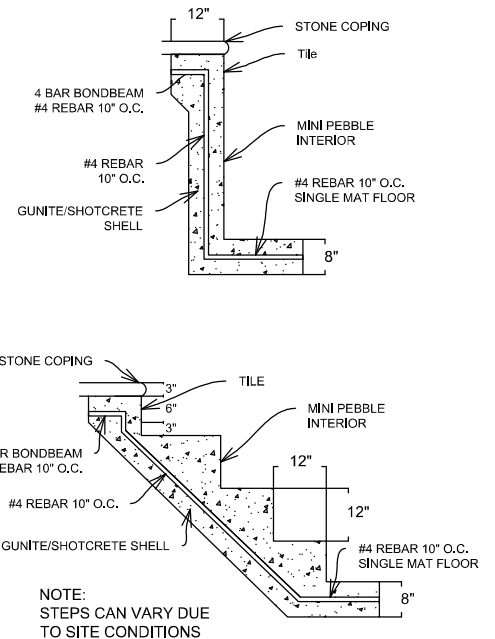
1. ALL DOORS WITH ACCESS TO POOL AREA WILL BE EQUIPPED WITH AUDIBLE DOOR ALARMS
2. ALL GATE LATCHES WILL BE A MINIMUM OF 54" ABOVE GRADE
3. POOL/SPA WILL BE IN COMPLIANCE WITH INTERNATIONAL POOL AND SPA CODE AS REQUIRED BY THE 2021 IRC SECTION R326
4. POOL/SPA TO HAVE 8AWG COPPER WIRE AROUND ENTIRE PERIMETER TO BE BONDED IN (4) LOCATIONS

BARRIER REQUIREMENTS:

BARRIER REQUIREMENTS COMPLY WITH
SECTION 305 OF THE ISPC

DETAIL OF POOL SHELL, REBAR, COPING, AND BONDING.

EQUIPOTENTIAL BONDING 8AWG
COPPER WITH 4 BONDING PIG TAILS PER
2023 NEC 680.26



NO NEW OUTLETS

EXTERNAL FILL

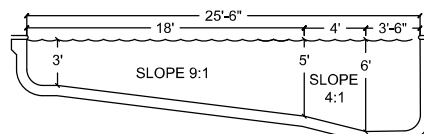
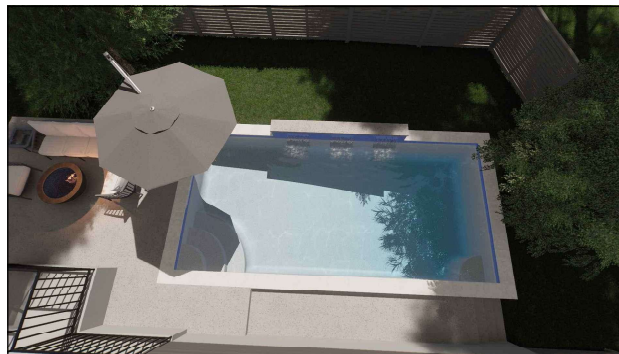
MOTORS COMPLY WITH 2015 ISPC

NOTE:

DECK TO BE CONSTRUCTED WITH $\frac{3}{8}$ " REBAR
16" ON CENTER
4" CRUSHED BASE
UP TO $\frac{1}{2}$ " OF MASTIC

All pool barrier requirements to be met

Pool	Spa
Size: 25' 6" x 12"	Size: N/A
Area: 306 SqFt	Area: N/A



Home Owner: Ray Project
Phone # (512) 366-2839
Address 3607 Bunyan Circle
Lago Vista, Texas 78645
LOT 9033 HIGHLAND LAKE ESTATES SEC 9
Designer: Keaton Smith

DENALI
POOLS

4350 E. Whitestone Blvd.
Cedar Park, TX 78611
www.denalipools.com



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	September 3, 2026
SUBMITTED BY:	Jordan Strohmeyer, Director Development Services
SUBJECT:	Approval of Resolution No. 26-2222, A Resolution Of The City Council Of The City Of Lago Vista, Texas, Authorizing The Release Of One Five-Foot Public Utility And Drainage Easement Adjacent And Parallel To The Rear Boundary Line Of Lots 1 And 2 And Two Five-Foot Public Utility And Drainage Easements On Each Side Of The Common Lot Line Between Lots 1 And 2, Block P, Section 3, Phase 4, Lago Vista Subdivision According To The Map Or Plat Of Record In Volume 32, Page 7, Plat Records Of Travis County, Texas Located At 20907 Round Up Trail, Lago Vista, Texas; And The Release Of One Five-Foot Public Utility And Drainage Easement Adjacent And Parallel To The Rear Boundary Line Of Lot 51 Block P, Section 3, Phase 4, Lago Vista Subdivision According To The Map Or Plat Of Record In Volume 32, Page 7, Plat Records Of Travis County, Texas Located At 6513 Shady Lane, Lago Vista, Texas
BACKGROUND:	The property owner submitted an application requesting the release of existing public utility and drainage easements affecting Lots 1, 2, and 51, Block P, Section 3, Phase 4 of the Lago Vista Subdivision, located at 20907 Roundup Trail and 6513 Shady Lane. The requested easement releases include the five-foot rear public utility and drainage easements on the affected lots and the two five-foot easements located along the common property line between Lots 1 and 2. The purpose of the request is to facilitate the consolidation of the three lots into a single tract, allowing the property owner to expand the usable area of the property for personal use. The proposed easements to be released are identified on Exhibit B. As part of the review process, City staff coordinated with all affected utility providers. AT&T, Pedernales Electric Cooperative (PEC), and Spectrum have each provided documentation releasing or disclaiming their interest in the affected easements. Based on these releases, staff determined that the easements are no longer needed for public utility purposes and recommends approval of the proposed resolution.
RECOMMENDATION:	Approval of Resolution No. 26-2222. Staff and other providers have confirmed there are no utilities located or planned in these public

utility easements.

ATTACHMENTS:

[Exhibit A.pdf](#)

[Exhibit B.pdf](#)

[ATT.pdf](#)

[APP.pdf](#)

[PEC.pdf](#)

[Spectrum.pdf](#)

[Res. No. 26-2222 Easement release Roundup.pdf](#)

STATE OF TEXAS:
COUNTY OF _____:

KNOW ALL MEN BY THESE PRESENTS: THAT, ROBERT D. TANNER, BEING THE OWNER OF LOTS 1, 2 & 51, BLOCK P, LAGO VISTA, SECTION 3, PHASE 4, A SUBDIVISION LOCATED IN TRAVIS COUNTY, TEXAS AS SHOWN ON PLAT RECORDED IN VOLUME 32, PAGE 7 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING DESCRIBED IN VOLUME 1284, PAGE 1623, AND VOLUME 11016, PAGE 180 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND DOCUMENT NO. 2014185112, CORRECTED IN DOCUMENT NO. 2015010422 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY REPEAT THE SAME AS SHOWN HEREON AND DO HEREBY ADOPT THIS PLAT OF SAID SUBDIVISION TO BE KNOWN AS "LOT 1A, BLOCK P, LAGO VISTA, SECTION 3, PHASE 4" AS THE OFFICIAL PLAT OF SAME.

ROBERT D. TANNER - OWNER

STATE OF TEXAS:
COUNTY OF _____:

BEFORE ME, IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED ROBERT D. TANNER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT (S)HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2026.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CITY OF LAGO VISTA APPROVAL:

ADMINISTRATOR, CITY OF LAGO VISTA, TEXAS DATE

ATTEST:

CITY SECRETARY, CITY OF LAGO VISTA, TEXAS DATE

PER THE CURRENT CITY ORDINANCE NO. 19-11-07-02, THIS SUBDIVISION IS WITHIN THE CITY LIMITS OF LAGO VISTA, DATED THE 7TH DAY OF NOVEMBER, 2019.

STATE OF TEXAS:
COUNTY OF BURNET:

I, K.C. LUST, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS REPEAT OF "LOT 1A, BLOCK P, LAGO VISTA, SECTION 3, PHASE 4", WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION TO THE BEST OF MY BELIEFS AND KNOWLEDGE.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2026.

K.C. LUST, R.P.L.S. NO. 5273

STATE OF TEXAS:
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS:

I, _____, COUNTY CLERK OF TRAVIS COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF

AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THIS THE _____ DAY OF _____, 2026, AT _____ O'CLOCK _____ A.M., IN VOLUME

_____ PAGE _____ OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS AS

DOCUMENT NO. _____

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2026.

BY: _____
DEPUTY

PRELIMINARY - ADMINISTRATIVE REVIEW
PURSUANT TO THE STATE OF TEXAS ADMINISTRATIVE CODE SECTION 138.33(*), THIS DOCUMENT IS "PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT"

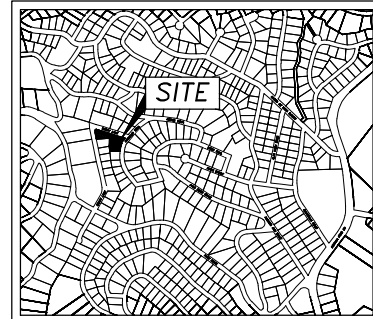
NOTES:

- PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS ON LOT 1A, BUILDING PERMITS WILL BE OBTAINED FROM THE CITY OF LAGO VISTA, TEXAS.
- OWNER TO CONFIRM ALL SETBACK, EASEMENT, AND DESIGN REGULATIONS PRIOR TO DESIGNING AND/OR CONSTRUCTION ON THIS PROPERTY WITH THE PROPER REGULATORY AGENCY.
- ALL CONSTRUCTION SHALL BE IN COMPLIANCE WITH THE SETBACKS AS SET FORTH IN THE CITY OF LAGO VISTA CODE OF ORDINANCE, THIS PROPERTY APPEARS TO BE ZONE R-1S(18A), SINGLE FAMILY RESIDENTIAL(SMALL LOT).
- SITE CLEARING, ROUGH CUTTING, CUTS AND FILLS SHALL BE IN ACCORDANCE WITH ARTICLE 10.100 OF THE CITY OF LAGO VISTA CODE OF ORDINANCES.
- THIS SUBDIVISION IS SUBJECT TO ALL GENERAL NOTES AND RESTRICTIONS ON THE ORIGINAL PLAT RECORDED IN VOLUME 32, PAGE 7, PLAT RECORDS TRAVIS COUNTY, TEXAS.
- THIS PLAT HEREBY DELETES AND TAKES PLACE OF LOTS 1, 2 & 51, BLOCK P, LAGO VISTA, SECTION 3, PHASE 4, A SUBDIVISION LOCATED IN TRAVIS COUNTY, TEXAS, AS SHOWN ON PLAT RECORDED IN VOLUME 32, PAGE 7, PLAT RECORDS TRAVIS COUNTY, TEXAS.
- SUBJECT PROPERTY IS LOCATED WITHIN ZONE X (AREAS OUTSIDE THE 100 YR FLOOD) AS GRAPHICALLY IDENTIFIED ON FEMA F.I.R.M., MAP NO. 48453C0203, EFFECTIVE 01/22/2020.
- BASIS OF BEARINGS: TEXAS COORDINATE SYSTEM 4203 (NAD83) - CENTRAL ZONE.
- THE COORDINATES SHOWN HEREON ARE GRID VALUES, FOR SURFACE VALUES APPLY A COMBINED SCALE FACTOR OF 1.0001116 FEET.
- GRANTOR HAS GRANTED, SOLD, AND CONVEYED AND BY THESE PRESENTS DOES HEREBY DEDICATE A NON-EXCLUSIVE, PERPETUAL PUBLIC UTILITY EASEMENT ("PUE") TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS, FOR THE PURPOSE OF PLACING, CONSTRUCTING, OPERATING, REPAIRING, MAINTAINING, REBUILDING, REPLACING, RELOCATING, AND REMOVING, OR CAUSING TO BE PLACED, CONSTRUCTED, OPERATED, REPAIRED, MAINTAINED, REBUILT, REPLACED, RELOCATED, AND REMOVED, STRUCTURES OR IMPROVEMENTS REASONABLY NECESSARY AND USEFUL FOR: TELECOMMUNICATIONS FACILITIES, CABLE, FIBER, AND OTHER ELECTRONIC DATA TRANSMISSION FACILITIES, AND AN ELECTRIC DISTRIBUTION LINE CONSISTING OF VARIABLE NUMBER OF WIRES, POLES, AND ALL NECESSARY OR DESIRABLE APPURTENANCES AND OTHER FACILITIES USEFUL OR NECESSARY FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRIC UTILITY SERVICE, INCLUDING WATER MAINS AND SERVICE LINES, WASTEWATER PIPES AND SERVICE LINES, DRAINAGE PIPE AND CHANNEL SYSTEMS, AND ALL OTHER ASSOCIATED APPURTENANCES WITH THE AFOREMENTIONED UTILITIES.

Exhibit A



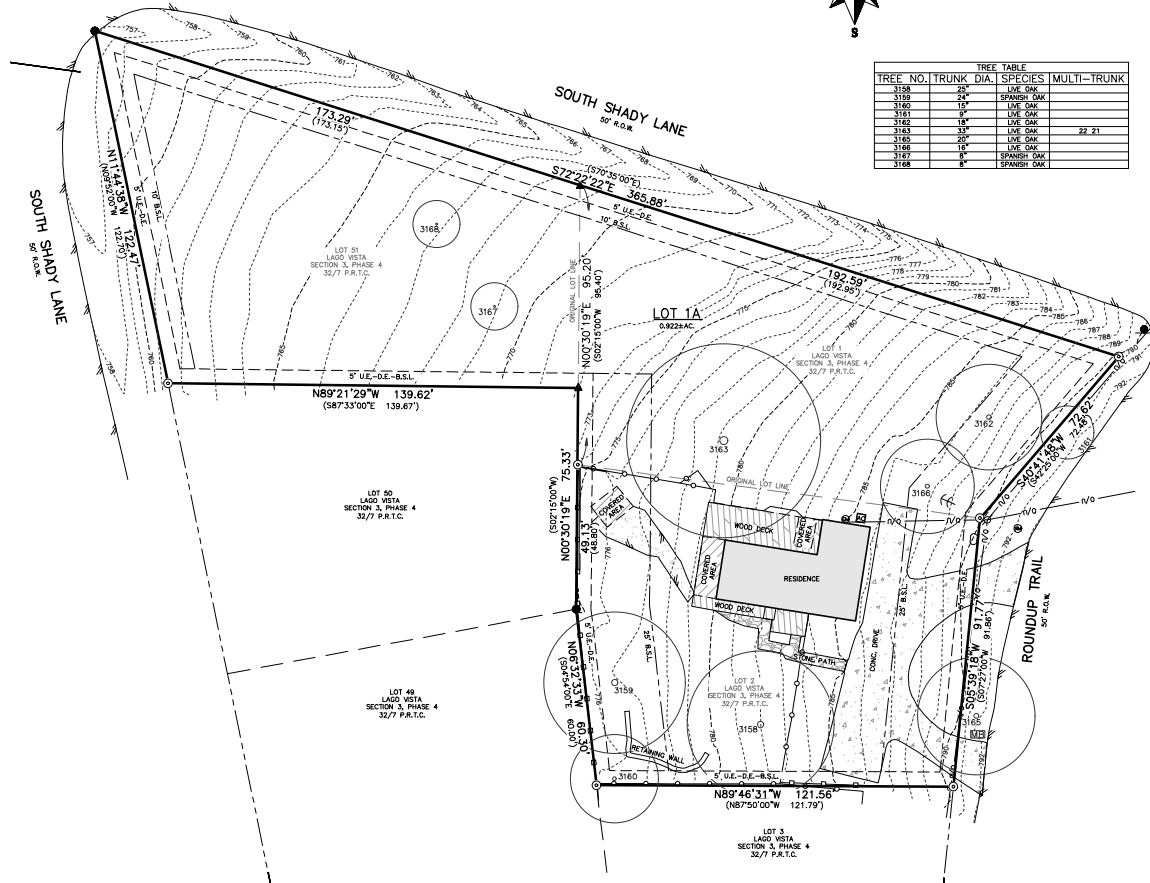
LEGEND	
●	1/2" IRON PIN FOUND (UNLESS NOTED)
○	1/2" IRON PIPE FOUND
⊙	ROD NAIL FOUND
—	VOLUME/PAGE
P.R.T.C.	PLAT RECORDS TRAVIS CO.
()	RECORD INFO/SUBJECT
B.S.L.	BLOCK SETBACK LINE
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
A/C	AIR CONDITIONER
M/B	MAILBOX
U/P	UTILITY POLE
G/W	GUT WIRE
O/U	OVERHEAD UTILITY
W/M	WATER METER
E/M	ELECTRIC METER
T/G	TODD/PAVEMENT/GRAVEL
C/L	CHAIN LINK FENCE
W/P	WOOD PRIVACY FENCE
—	OVERHANG/COVERED AREA
-115-	MINOR CONTOUR
-820-	MAJOR CONTOUR
—	SIGN
—	L.P. TANK



LOCATION MAP
(NOT TO SCALE)



TREE TABLE				
TREE NO.	TRUNK DIA.	SPECIES	MULTI-TRUNK	
3158	24"	LIVE OAK		
3159	24"	SPANISH OAK		
3160	18"	LIVE OAK		
3161	9"	LIVE OAK		
3162	18"	LIVE OAK		
3163	32"	LIVE OAK	22	21
3164	32"	LIVE OAK		
3165	18"	LIVE OAK		
3166	18"	LIVE OAK		
3167	18"	LIVE OAK		
3168	8"	SPANISH OAK		



BEING A REPEAT OF LOTS 1, 2 & 51, BLOCK P, LAGO VISTA, SECTION 3, PHASE 4, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, AS SHOWN ON PLAT RECORDED IN VOLUME 32, PAGE 7, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, TO BE KNOWN AS

LOT 1A, BLOCK P, LAGO VISTA, SECTION 3, PHASE 4

PROJ. NO. 26225
PREPARED FOR: ROBERT TANNER
TECH: JTM
APPROVED: K.C. LUST
FIELDWORK PERFORMED ON: 03/19/2026
FILE PATH: PROJECTS 2026\26225\DWG\26225 REPEAT 3-30-26.dwg
COPYRIGHT 2026 PROFESSIONAL FIRM NO. 10124900

1500 OLLIE LANE
MARBLE FALLS, TX 78654
PH 325-388-3300/830-693-8815
WWW.CUPLINASSOCIATES.COM

SCALE 1" = 30'
0 15 30

DATE	NO.	DESCRIPTION
	2	
	1	
REVISIONS		

1 OF 1
51

STATE OF TEXAS:
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: THAT, ROBERT D. TANNER, BEING THE OWNER OF LOTS 1, 2 & 51, BLOCK P, LAGO VISTA, SECTION 3, PHASE 4, A SUBDIVISION LOCATED IN TRAVIS COUNTY, TEXAS AS SHOWN ON PLAT RECORDED IN VOLUME 32, PAGE 7 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING DESCRIBED IN VOLUME 12684, PAGE 1823, AND VOLUME 11016, PAGE 180 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND DOCUMENT NO. 2014185112, CORRECTED IN DOCUMENT NO. 2015010422 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY REPEAT THE SAME AS SHOWN HEREON AND DO HEREBY ADOPT THIS PLAT OF SAID SUBDIVISION TO BE KNOWN AS "LOT 1A, BLOCK P, LAGO VISTA, SECTION 3, PHASE 4" AS THE OFFICIAL PLAT OF SAME.

ROBERT D. TANNER - OWNER

STATE OF TEXAS:
COUNTY OF _____

BEFORE ME, IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED ROBERT D. TANNER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT (S)HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2026.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CITY OF LAGO VISTA APPROVAL:

ADMINISTRATOR, CITY OF LAGO VISTA, TEXAS _____ DATE _____

ATTEST:

CITY SECRETARY, CITY OF LAGO VISTA, TEXAS _____ DATE _____

PER THE CURRENT CITY ORDINANCE NO. 19-11-07-02, THIS SUBDIVISION IS WITHIN THE CITY LIMITS OF LAGO VISTA, DATED THE 7TH DAY OF NOVEMBER, 2019.

STATE OF TEXAS:
COUNTY OF BURNET:

I, K.C. LUST, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS REPLAT OF "LOT 1A, BLOCK P, LAGO VISTA, SECTION 3, PHASE 4", WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION TO THE BEST OF MY BELIEFS AND KNOWLEDGE.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2026.

K.C. LUST, R.P.L.S. NO. 5273

STATE OF TEXAS:
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS:

I, _____, COUNTY CLERK OF TRAVIS COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF

AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THIS THE _____ DAY OF _____, 2026, AT _____ O'CLOCK _____ M., IN VOLUME

_____ PAGE _____ OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS AS

DOCUMENT NO. _____

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2026.

BY: _____
DEPUTY

PRELIMINARY - ADMINISTRATIVE REVIEW
PURSUANT TO THE STATE OF TEXAS ADMINISTRATIVE CODE SECTION 138.33(c), THIS DOCUMENT IS "PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT."

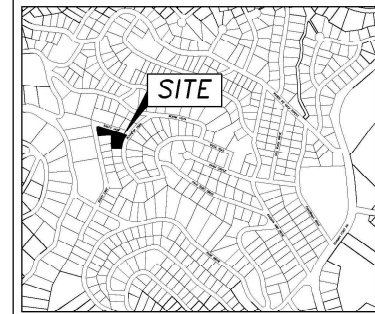
NOTES:

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- OWNER TO CONFIRM ALL SETBACK, EASEMENT, AND DESIGN REGULATIONS PRIOR TO DESIGNING AND/OR CONSTRUCTION ON THIS PROPERTY WITH THE PROPER REGULATORY AGENCY.
- ALL CONSTRUCTION SHALL BE IN COMPLIANCE WITH THE SETBACKS AS SET FORTH IN THE CITY OF LAGO VISTA CODE OF ORDINANCE, THIS PROPERTY APPEARS TO BE ZONE R-15(1A), SINGLE FAMILY RESIDENTIAL(SMALL LOT).
- SITE CLEARING, ROUGH CUTTING, CUTS AND FILLS SHALL BE IN ACCORDANCE WITH ARTICLE 10.100 OF THE CITY OF LAGO VISTA CODE OF ORDINANCES.
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- GRANTOR HAS GRANTED, SOLD, AND CONVEYED AND BY THESE PRESENTS DOES HEREBY DEDICATE A NON-EXCLUSIVE, PERPETUAL PUBLIC UTILITY EASEMENT ("PUE"), TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS, FOR THE PURPOSE OF PLACING, CONSTRUCTING, OPERATING, REPAIRING, MAINTAINING, REBUILDING, REPLACING, RELOCATING, AND REMOVING, OR CAUSING TO BE PLACED, CONSTRUCTED, OPERATED, REPAIRED, MAINTAINED, REBUILT, REPLACED, RELOCATED, AND REMOVED, STRUCTURES OR IMPROVEMENTS REASONABLY NECESSARY AND USEFUL FOR: TELECOMMUNICATIONS FACILITIES, CABLE, FIBER, AND OTHER ELECTRONIC DATA TRANSMISSION FACILITIES, AND AN ELECTRIC DISTRIBUTION LINE CONSISTING OF VARIABLE NUMBER OF WIRES, POLES, AND ALL NECESSARY OR DESIRABLE APPURTENANCES AND OTHER FACILITIES USEFUL OR NECESSARY FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRIC UTILITY SERVICE, INCLUDING WATER MAINS AND SERVICE LINES, WASTEWATER PIPES AND SERVICE LINES, DRAINAGE PIPE AND CHANNEL SYSTEMS, AND ALL OTHER ASSOCIATED APPURTENANCES WITH THE AFOREMENTIONED UTILITIES.

Exhibit B



LEGEND	
●	1/2" IRON PIN FOUND (UNLESS NOTED)
▲	1/2" IRON PIPE FOUND
▲	60D NAIL FOUND
...	VOLUME/PAGE
P.B.T.C.	PLAT RECORDS TRAVIS CO
()	RECORD INFO/SUBJECT
B.S.L.	BLOCK SETBACK LINE
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
A/C	AIR CONDITIONER
M/B	MAILBOX
○	UTILITY POLE
+	CUT WIRE
+	OVERHEAD UTILITY
●	WATER METER
○	ELECTRIC METER
○	DOG/PARKING/GRANITE
○	CHAIN LINK FENCE
○	WOOD PRIVACY FENCE
□	OVERHAND/COVERED AREA
-B13-	MINOR CONTOUR
-B20-	MAJOR CONTOUR
●	SIGN
○	L.P. TANK

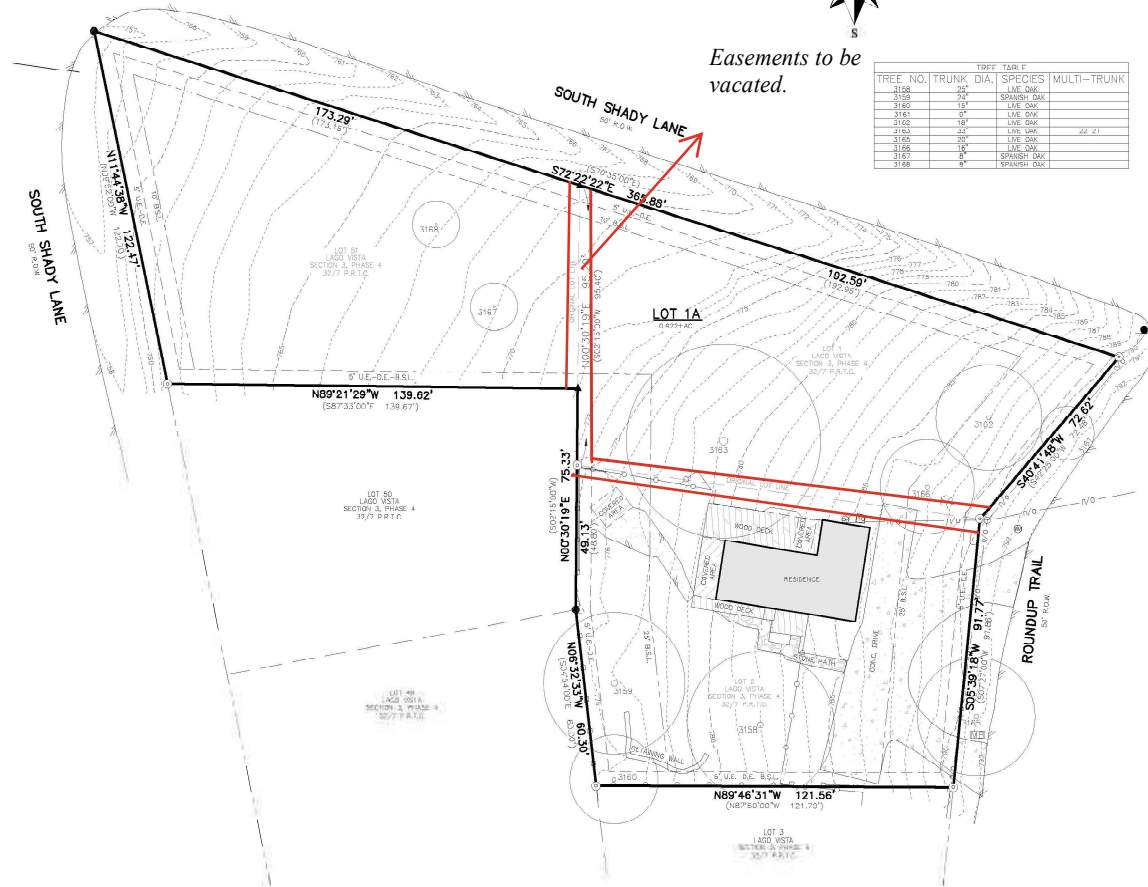


LOCATION MAP
(NOT TO SCALE)



Easements to be vacated.

TREE	NO.	TRUNK DIA.	SPECIES	MULTI-TRUNK
3168	25	12"	SPANISH OAK	
3168	34	12"	SPANISH OAK	
3168	15	12"	SPANISH OAK	
3161	9	12"	SPANISH OAK	
3162	16	12"	SPANISH OAK	
3163	33	12"	SPANISH OAK	22 21
3165	20	12"	SPANISH OAK	
3168	16	12"	SPANISH OAK	
3165	1	12"	SPANISH OAK	
3168	9	12"	SPANISH OAK	



BEING A REPLAT OF LOTS 1, 2 & 51, BLOCK P, LAGO VISTA, SECTION 3, PHASE 4, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, AS SHOWN ON PLAT RECORDED IN VOLUME 32, PAGE 7, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, TO BE KNOWN AS

LOT 1A, BLOCK P, LAGO VISTA, SECTION 3, PHASE 4

BOOK NO. 28225	1500 OLLIE LANE MARLBOROUGH, TX 76664 PH 325-388-3300/330-693-8815 WWW.CUPLINASSOCIATES.COM	SCALE 1" = 30'	1 OF 1
PREPARED FOR: ROBERT TANNER			
TECH: JTM			
APPROVED: K.C. LUST			
FIELDWORK PERFORMED ON: 03/19/2026			
FILE PATH: PROJECTS\2026\76215\DWG\76215 REPLAT 3-30-26.cdw			
CUT: PROJECT: 76215	PROFESSIONAL FIRM NO. 101782600		
		DATE	NO. DESCRIPTION
			REVISIONS



SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

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

Section 3 Phase 4 Lago Vista 78645, Lots 1, 2, 51 Blk P Lago Vista Sec 3 Phase 4
20907, 20909 Roundup Trail and 6513 Shady Lane Lago Vista 78645

Said land of GRANTEE being subject to:

RELEASE OF 5' UE BETWEEN LOTS 20907, 20909 Roundup Trail and 6513 Shady Lane

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

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 15TH day of May 2026.

SOUTHWESTERN BELL TELEPHONE COMPANY

Name: Alfredo F Garza

Title: SR SPECIALIST NETWORK ENGINEER

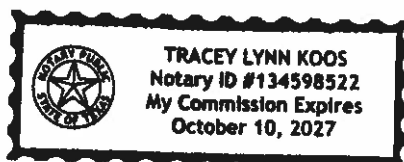
THE STATE OF TX

COUNTY OF Travis

BEFORE ME, the undersigned authority, on this day personally

Appeared Alfredo Garza, known to me to be the person whose name is subscribed to the foregoing instrument as Manager, Engineering-Design of Southwestern Bell Telephone Company, a Delaware corporation, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed in the capacity stated, and as the apt and deed of said corporation.

Given under my hand and seal of office this the 15th day of May, 2026.



Notary Public in and for the State of Texas

My Commission Expires October 10 2027



Development Services
5803 Thunderbird Street PO Box 4727
Lago Vista, TX 78645

Office: 512-267-5259
E-mail: development@lagovistatexas.gov

Application for Lot Consolidation

(Please Print)

Property owner's name: Robert Duke Tanner

Mailing Address: 20907 Roundup Trail Lago Vista TX 78645
Number & Street City State Zip code

Phone: (512) 267-3845 () Email: duketanners@gmail.com
Day time Cell

Surveyor/Engineer:

Cuplin & Associates Kaitlyn R. Smart 325-388-3300 or 830-693-8815 ksmart@cuplinassociates.com
()

Name of Company Contact person Phone number E-mail:

Current Legal Description of the Proposed Property

Tax Parcel ID #: 01767806010000, 01767806500000, 01767806020000
Subdivision: Lago Vista

Lot Number(s): Lot 1, 2, 51 Section: SEC 3 PHS 4 Block: BLK P Lago

Number and Street Address: 20907 Roundup Trail, 6513 S Shady LN Lago Vista TX 78645

I authorize the following person/company to act on my behalf as my designated agent.

Name of agent/company: _____
Name of Company Name of Contact

Phone Numbers: () () Email: _____
Daytime Cell

Signature of Applicant/Agent

Date

PARTIAL RELEASE OF INTEREST IN PUBLIC UTILITY EASEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, pursuant to that plat with respect to Lago Vista, Section 3, Phase Four dated as of January 17, 1967, recorded in Volume 32, Page 7, in the Official Public Records of Travis County, Texas, the plat provided for certain public utility easements; and

WHEREAS, Robert Duke Tanner, current owner of Lots 1, 2 and 51, Lago Vista, Section 3, Phase Four, desires that the five (5) foot electric utility easement on the rear lot line of Lot 1 and the side lot line between Lot 1 and Lot 2, as shown on the attached Exhibit A, be released; and

NOW, THEREFORE, be it known that Pedernales Electric Cooperative, Inc., a Texas electric cooperative corporation whose address is P. O. Box 1, Johnson City, Texas, 78636, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby RELEASE a portion of that easement as shown on the attached Exhibit A, and referred to hereinabove; nothing herein shall be construed as an amendment, modification, release or abandonment of any other transmission or distribution easement granted to PEC.

EXECUTED: May 19, 2026.

PEDERNALES ELECTRIC COOPERATIVE, INC.

BY:

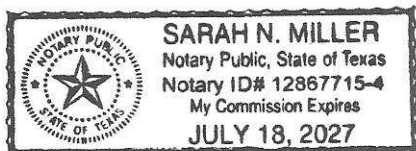
Sonny Ponce

Sonny Ponce, Director, Regional Operations

STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME, the undersigned authority, on this day personally appeared Sonny Ponce, Director, Regional Operations of Pedernales Electric Cooperative, Inc., a Texas electric cooperative corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

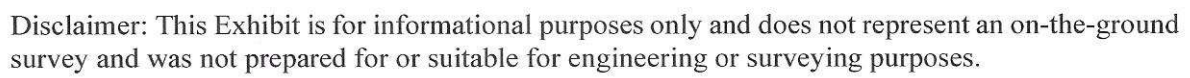
GIVEN UNDER MY HAND AND SEAL OF OFFICE on May 19, 2026.



Sarah N. Miller

Notary Public in and for the State of Texas

Partial Release of Public Utility Easement



Martin Salazar

Martin.salazar@spectrum.com

m

730 W Stassney Lane

Austin, TX 78745

EASEMENT RELEASE STATEMENT FOR VACATION OF PROPERTY

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

Subdivision or Section: **Lago Vista, Section 3**

Lot and Block Numbers: **Lots 1, 2, and 51. Block D**

Street Address: **20907 Roundup Trail, Lago Vista, Tx 78645**

Property Owner: **Robert D. Tanner**

STATEMENT

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

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

Charter Communications

Construction Coordinator

Title

Martin Salazar

Print Name

Martin Salazar

Signature

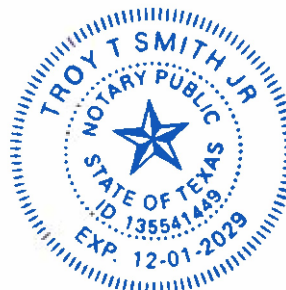
State of Texas County of Travis

This instrument was acknowledged before me on

5/12/20

By

[Signature]
Notary Public



RESOLUTION NO. 26-2222

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, AUTHORIZING THE RELEASE OF ONE FIVE-FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ADJACENT AND PARALLEL TO THE REAR BOUNDARY LINE OF LOTS 1 AND 2 AND TWO FIVE-FOOT PUBLIC UTILITY AND DRAINAGE EASEMENTS ON EACH SIDE OF THE COMMON LOT LINE BETWEEN LOTS 1 AND 2, BLOCK P, SECTION 3, PHASE 4, LAGO VISTA SUBDIVISION ACCORDING TO THE MAP OR PLAT OF RECORD IN VOLUME 32, PAGE 7, PLAT RECORDS OF TRAVIS COUNTY, TEXAS LOCATED AT 20907 ROUND UP TRAIL, LAGO VISTA, TEXAS; AND THE RELEASE OF ONE FIVE-FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ADJACENT AND PARALLEL TO THE REAR BOUNDARY LINE OF LOT 51 BLOCK P, SECTION 3, PHASE 4, LAGO VISTA SUBDIVISION ACCORDING TO THE MAP OR PLAT OF RECORD IN VOLUME 32, PAGE 7, PLAT RECORDS OF TRAVIS COUNTY, TEXAS LOCATED AT 6513 SHADY LANE, LAGO VISTA, TEXAS; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, the applicant and property owner, Robert D. Tanner (“Owner”), requests the release of one five-foot public utility and drainage easement adjacent and parallel to the rear boundary line of Lots 1 and 2 and two five-foot public utility and drainage easements on each side of the common lot line between Lots 1 and 2, Block P, Section 3, Phase 4, Lago Vista Subdivision, according to the map or plat of record in Volume 32, Page 7, Plat Records of Travis County, Texas and the release of one five-foot public utility and drainage easement adjacent and parallel to the rear boundary line of Lot 51, Block P, Section 3, Phase 4, Lago Vista Subdivision, according to the map or plat of record in Volume 32, Page 7, Plat Records of Travis County, Texas. The subdivision plat is attached as Exhibit A;

Whereas, the Owner plans to consolidate the lots for additional personal use such as gardening and to construct an accessory building on the property. An exhibit showing the location of the easements to be released is attached as Exhibit B;

Whereas, Staff has verified all easement interest holders have abandoned their easement interests and confirmed that the easements may be released;

Whereas, the easements are located on a properties addressed as 20907 Roundup Trail, Lago Vista, Texas, Travis CAD ID No. 178813 and 6513 Shady Lane, Lago Vista, Texas, Travis CAD ID No. 178861;

Whereas, Staff recommends Council authorize the release of one five-foot public utility and drainage easement adjacent and parallel to the rear boundary line of Lots 1 and 2 and two five-foot public utility and drainage easements on each side of the common lot line between Lots 1 and 2, Block P, Section 3, Phase 4, Lago Vista Subdivision, according to the map or plat of record in Volume 32, Page 7, Plat Records of Travis County, Texas and the release of one five-foot public utility and drainage easement adjacent and parallel to the rear boundary line of Lot 51, Block P, Section 3, Phase 4, Lago Vista Subdivision, according to the map or plat of record in Volume 32, Page 7, Plat Records of Travis County, Texas;

Whereas, the City Council has considered the matter and deems it in the public interest to authorize this action.

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

Section 1: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Lago Vista, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Section 2: The City Council authorizes the release of one five-foot public utility and drainage easement adjacent and parallel to the rear boundary line of Lots 1 and 2 and two five-foot public utility and drainage easements on each side of the common lot line between Lots 1 and 2, Block P, Section 3, Phase 4, Lago Vista Subdivision, according to the map or plat of record in Volume 32, Page 7, Plat Records of Travis County, Texas and the release of one five-foot public utility and drainage easement adjacent and parallel to the rear boundary line of Lot 51, Block P, Section 3, Phase 4, Lago Vista Subdivision, according to the map or plat of record in Volume 32, Page 7, Plat Records of Travis County, Texas, located at 320907 Roundup Trail, Lago Vista, Texas and 6513 Shady Lane, Lago Vista, Texas and authorizes the City Manager, or his designee, to execute any necessary documents.

Section 3: It is hereby officially found. and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this the _____ day of _____, 2026.

CITY OF LAGO VISTA, TEXAS

Shane Saum, Mayor

ATTEST:

Robin Smith, City Secretary

STATE OF TEXAS:
COUNTY OF _____:

KNOW ALL MEN BY THESE PRESENTS: THAT, ROBERT D. TANNER, BEING THE OWNER OF LOTS 1, 2 & 51, BLOCK P, LAGO VISTA, SECTION 3, PHASE 4, A SUBDIVISION LOCATED IN TRAVIS COUNTY, TEXAS AS SHOWN ON PLAT RECORDED IN VOLUME 32, PAGE 7 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING DESCRIBED IN VOLUME 1284, PAGE 1623, AND VOLUME 11016, PAGE 180 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND DOCUMENT NO. 2014185112, CORRECTED IN DOCUMENT NO. 2015010422 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY REPEAT THE SAME AS SHOWN HEREON AND DO HEREBY ADOPT THIS PLAT OF SAID SUBDIVISION TO BE KNOWN AS "LOT 1A, BLOCK P, LAGO VISTA, SECTION 3, PHASE 4" AS THE OFFICIAL PLAT OF SAME.

ROBERT D. TANNER - OWNER

STATE OF TEXAS:
COUNTY OF _____:

BEFORE ME, IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED ROBERT D. TANNER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT (S)HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2026.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CITY OF LAGO VISTA APPROVAL:

ADMINISTRATOR, CITY OF LAGO VISTA, TEXAS DATE

ATTEST:

CITY SECRETARY, CITY OF LAGO VISTA, TEXAS DATE

PER THE CURRENT CITY ORDINANCE NO. 19-11-07-02, THIS SUBDIVISION IS WITHIN THE CITY LIMITS OF LAGO VISTA, DATED THE 7TH DAY OF NOVEMBER, 2019.

STATE OF TEXAS:
COUNTY OF BURNET:

I, K.C. LUST, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS REPEAT OF "LOT 1A, BLOCK P, LAGO VISTA, SECTION 3, PHASE 4", WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION TO THE BEST OF MY BELIEFS AND KNOWLEDGE.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2026.

K.C. LUST, R.P.L.S. NO. 5273

STATE OF TEXAS:
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS:

I, _____, COUNTY CLERK OF TRAVIS COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF

AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THIS THE _____ DAY OF _____, 2026, AT _____ O'CLOCK _____ A.M., IN VOLUME

_____ PAGE _____ OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS AS

DOCUMENT NO. _____

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2026.

BY: _____
DEPUTY

PRELIMINARY - ADMINISTRATIVE REVIEW
PURSUANT TO THE STATE OF TEXAS ADMINISTRATIVE CODE SECTION 138.33(*), THIS DOCUMENT IS "PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT"

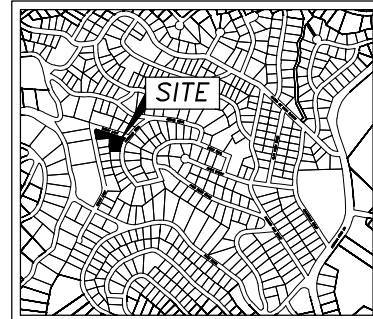
NOTES:

1. PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS ON LOT 1A, BUILDING PERMITS WILL BE OBTAINED FROM THE CITY OF LAGO VISTA, TEXAS.
2. OWNER TO CONFIRM ALL SETBACK, EASEMENT, AND DESIGN REGULATIONS PRIOR TO DESIGNING AND/OR CONSTRUCTION ON THIS PROPERTY WITH THE PROPER REGULATORY AGENCY.
3. ALL CONSTRUCTION SHALL BE IN COMPLIANCE WITH THE SETBACKS AS SET FORTH IN THE CITY OF LAGO VISTA CODE OF ORDINANCE, THIS PROPERTY APPEARS TO BE ZONE R-1S(18A), SINGLE FAMILY RESIDENTIAL(SMALL LOT).
4. SITE CLEARING, ROUGH CUTTING, CUTS AND FILLS SHALL BE IN ACCORDANCE WITH ARTICLE 10.100 OF THE CITY OF LAGO VISTA CODE OF ORDINANCES.
5. THIS SUBDIVISION IS SUBJECT TO ALL GENERAL NOTES AND RESTRICTIONS ON THE ORIGINAL PLAT RECORDED IN VOLUME 32, PAGE 7, PLAT RECORDS TRAVIS COUNTY, TEXAS.
6. THIS PLAT HEREBY DELETES AND TAKES PLACE OF LOTS 1, 2 & 51, BLOCK P, LAGO VISTA, SECTION 3, PHASE 4, A SUBDIVISION LOCATED IN TRAVIS COUNTY, TEXAS, AS SHOWN ON PLAT RECORDED IN VOLUME 32, PAGE 7, PLAT RECORDS TRAVIS COUNTY, TEXAS.
7. SUBJECT PROPERTY IS LOCATED WITHIN ZONE X (AREAS OUTSIDE THE 100 YR FLOOD) AS GRAPHICALLY IDENTIFIED ON FEMA F.I.R.M., MAP NO. 48453C0203, EFFECTIVE 01/22/2020.
8. BASIS OF BEARINGS: TEXAS COORDINATE SYSTEM 4203 (NAD83) - CENTRAL ZONE.
9. THE COORDINATES SHOWN HEREON ARE GRID VALUES, FOR SURFACE VALUES APPLY A COMBINED SCALE FACTOR OF 1.0001116 FEET.
10. GRANTOR HAS GRANTED, SOLD, AND CONVEYED AND BY THESE PRESENTS DOES HEREBY DEDICATE A NON-EXCLUSIVE, PERPETUAL PUBLIC UTILITY EASEMENT ("PUE") TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS, FOR THE PURPOSE OF PLACING, CONSTRUCTING, OPERATING, REPAIRING, MAINTAINING, REBUILDING, REPLACING, RELOCATING, AND REMOVING, OR CAUSING TO BE PLACED, CONSTRUCTED, OPERATED, REPAIRED, MAINTAINED, REBUILT, REPLACED, RELOCATED, AND REMOVED, STRUCTURES OR IMPROVEMENTS REASONABLY NECESSARY AND USEFUL FOR: TELECOMMUNICATIONS FACILITIES, CABLE, FIBER, AND OTHER ELECTRONIC DATA TRANSMISSION FACILITIES, AND AN ELECTRIC DISTRIBUTION LINE CONSISTING OF VARIABLE NUMBER OF WIRES, POLES, AND ALL NECESSARY OR DESIRABLE APPURTENANCES AND OTHER FACILITIES USEFUL OR NECESSARY FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRIC UTILITY SERVICE, INCLUDING WATER MAINS AND SERVICE LINES, WASTEWATER PIPES AND SERVICE LINES, DRAINAGE PIPE AND CHANNEL SYSTEMS, AND ALL OTHER ASSOCIATED APPURTENANCES WITH THE AFOREMENTIONED UTILITIES.

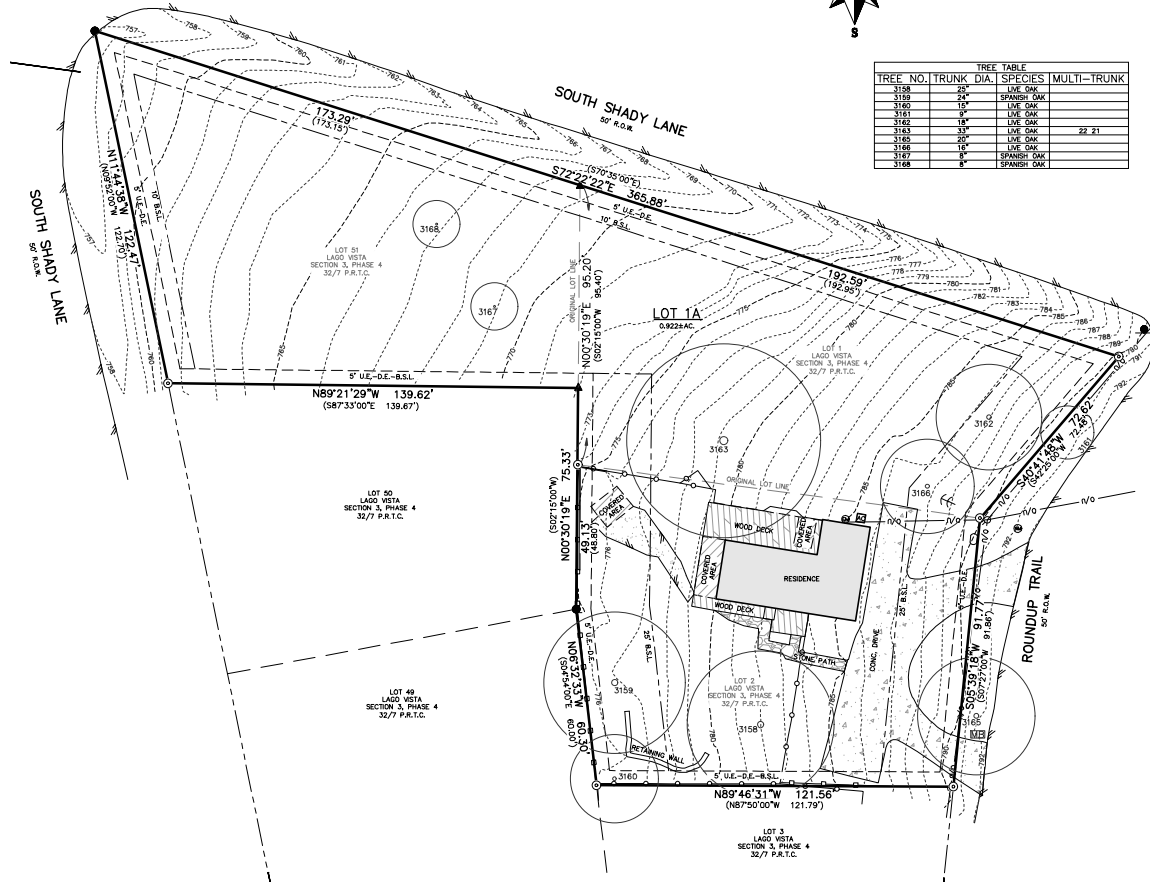
Exhibit A



LEGEND	
●	1/2" IRON PIN FOUND (UNLESS NOTED)
○	1/2" IRON PIPE FOUND
⊙	ROD NAIL FOUND
—	VOLUME/PAGE
P.R.T.C.	PLAT RECORDS TRAVIS CO.
()	RECORD INFO/SUBJECT
B.S.L.	BLOCK SETBACK LINE
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
A/C	AIR CONDITIONER
M/B	MAILBOX
U/P	UTILITY POLE
G/W	GUT WIRE
O/U	OVERHEAD UTILITY
W/M	WATER METER
E/M	ELECTRIC METER
T/G	TODD/PAVEMENT/GRAVEL
C/L	CHAIN LINK FENCE
W/P	WOOD PRIVACY FENCE
—	OVERHANG/COVERED AREA
-115-	MINOR CONTOUR
-820-	MAJOR CONTOUR
—	SIGN
—	L.P. TANK



LOCATION MAP
(NOT TO SCALE)



TREE TABLE				
TREE NO.	TRUNK DIA.	SPECIES	MULTI-TRUNK	
3158	24"	LIVE OAK		
3159	24"	SPANISH OAK		
3160	18"	LIVE OAK		
3161	9"	LIVE OAK		
3162	18"	LIVE OAK		
3163	32"	LIVE OAK	22	21
3164	18"	LIVE OAK		
3165	18"	LIVE OAK		
3166	18"	LIVE OAK		
3167	18"	LIVE OAK		
3168	8"	SPANISH OAK		

BEING A REPEAT OF LOTS 1, 2 & 51, BLOCK P, LAGO VISTA, SECTION 3, PHASE 4, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, AS SHOWN ON PLAT RECORDED IN VOLUME 32, PAGE 7, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, TO BE KNOWN AS

LOT 1A, BLOCK P, LAGO VISTA, SECTION 3, PHASE 4

PROJ. NO. 26225
PREPARED FOR: ROBERT TANNER
TECH: JTM
APPROVED: K.C. LUST
FIELDWORK PERFORMED ON: 03/19/2026
FILE PATH PROJECTS 2026\26225\DWG\26225 REPEAT S-30-26.dwg
COPYRIGHT 2026 PROFESSIONAL FIRM NO. 10124900

1500 OLLIE LANE
MARBLE FALLS, TX 78654
PH 325-388-3300/830-693-8815
WWW.CUPLINASSOCIATES.COM

SCALE 1" = 30'
0 15 30

	2		IHS 001
	1		
DATE	NO.	DESCRIPTION	61
REVISIONS			

STATE OF TEXAS:
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: THAT, ROBERT D. TANNER, BEING THE OWNER OF LOTS 1, 2 & 51, BLOCK P, LAGO VISTA, SECTION 3, PHASE 4, A SUBDIVISION LOCATED IN TRAVIS COUNTY, TEXAS AS SHOWN ON PLAT RECORDED IN VOLUME 32, PAGE 7 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING DESCRIBED IN VOLUME 12684, PAGE 1823, AND VOLUME 11016, PAGE 180 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND DOCUMENT NO. 2014185112, CORRECTED IN DOCUMENT NO. 2015010422 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY REPEAT THE SAME AS SHOWN HEREON AND DO HEREBY ADOPT THIS PLAT OF SAID SUBDIVISION TO BE KNOWN AS "LOT 1A, BLOCK P, LAGO VISTA, SECTION 3, PHASE 4" AS THE OFFICIAL PLAT OF SAME.

ROBERT D. TANNER - OWNER

STATE OF TEXAS:
COUNTY OF _____

BEFORE ME, IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED ROBERT D. TANNER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT (S)HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2026.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CITY OF LAGO VISTA APPROVAL:

ADMINISTRATOR, CITY OF LAGO VISTA, TEXAS _____ DATE _____

ATTEST:

CITY SECRETARY, CITY OF LAGO VISTA, TEXAS _____ DATE _____

PER THE CURRENT CITY ORDINANCE NO. 19-11-07-02, THIS SUBDIVISION IS WITHIN THE CITY LIMITS OF LAGO VISTA, DATED THE 7TH DAY OF NOVEMBER, 2019.

STATE OF TEXAS:
COUNTY OF BURNET:

I, K.C. LUST, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS REPEAT OF "LOT 1A, BLOCK P, LAGO VISTA, SECTION 3, PHASE 4", WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION TO THE BEST OF MY BELIEFS AND KNOWLEDGE.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2026.

K.C. LUST, R.P.L.S. NO. 5273

STATE OF TEXAS:
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS:

I, _____, COUNTY CLERK OF TRAVIS COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF

AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THIS THE _____ DAY OF _____, 2026, AT _____ O'CLOCK _____ M., IN VOLUME

_____ PAGE _____ OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS AS

DOCUMENT NO. _____

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2026.

BY: _____
DEPUTY

PRELIMINARY - ADMINISTRATIVE REVIEW
PURSUANT TO THE STATE OF TEXAS ADMINISTRATIVE CODE SECTION 138.33(*), THIS DOCUMENT IS "PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT."

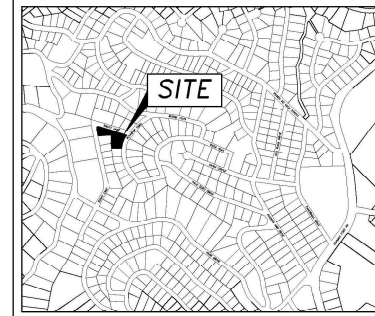
NOTES:

1. PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS ON LOT 1A, BUILDING PERMITS WILL BE OBTAINED FROM THE CITY OF LAGO VISTA, TEXAS.
2. OWNER TO CONFIRM ALL SETBACK, EASEMENT, AND DESIGN REGULATIONS PRIOR TO DESIGNING AND/OR CONSTRUCTION ON THIS PROPERTY WITH THE PROPER REGULATORY AGENCY.
3. ALL CONSTRUCTION SHALL BE IN COMPLIANCE WITH THE SETBACKS AS SET FORTH IN THE CITY OF LAGO VISTA CODE OF ORDINANCE, THIS PROPERTY APPEARS TO BE ZONE R-15(1A), SINGLE FAMILY RESIDENTIAL(SMALL LOT).
4. SITE CLEARING, ROUGH CUTTING, CUTS AND FILLS SHALL BE IN ACCORDANCE WITH ARTICLE 10.100 OF THE CITY OF LAGO VISTA CODE OF ORDINANCES.
5. THIS SUBDIVISION IS SUBJECT TO ALL GENERAL NOTES AND RESTRICTIONS ON THE ORIGINAL PLAT RECORDED IN VOLUME 32, PAGE 7, PLAT RECORDS TRAVIS COUNTY, TEXAS.
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8. BASIS OF BEARINGS: TEXAS COORDINATE SYSTEM 4203 (NAD83) - CENTRAL ZONE.
9. THE COORDINATES SHOWN HEREON ARE GRID VALUES, FOR SURFACE VALUES APPLY A COMBINED SCALE FACTOR OF 1.0001116 FEET.
10. GRANTOR HAS GRANTED, SOLD, AND CONVEYED AND BY THESE PRESENTS DOES HEREBY DEDICATE A NON-EXCLUSIVE, PERPETUAL PUBLIC UTILITY EASEMENT ("PUE"), TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS, FOR THE PURPOSE OF PLACING, CONSTRUCTING, OPERATING, REPAIRING, MAINTAINING, REBUILDING, REPLACING, RELOCATING, AND REMOVING, OR CAUSING TO BE PLACED, CONSTRUCTED, OPERATED, REPAIRED, MAINTAINED, REBUILT, REPLACED, RELOCATED, AND REMOVED, STRUCTURES OR IMPROVEMENTS REASONABLY NECESSARY AND USEFUL FOR: TELECOMMUNICATIONS FACILITIES, CABLE, FIBER, AND OTHER ELECTRONIC DATA TRANSMISSION FACILITIES, AND AN ELECTRIC DISTRIBUTION LINE CONSISTING OF VARIABLE NUMBER OF WIRES, POLES, AND ALL NECESSARY OR DESIRABLE APPURTENANCES AND OTHER FACILITIES USEFUL OR NECESSARY FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRIC UTILITY SERVICE, INCLUDING WATER MAINS AND SERVICE LINES, WASTEWATER PIPES AND SERVICE LINES, DRAINAGE PIPE AND CHANNEL SYSTEMS, AND ALL OTHER ASSOCIATED APPURTENANCES WITH THE AFOREMENTIONED UTILITIES.

Exhibit B



LEGEND	
●	1/2" IRON PIN FOUND (UNLESS NOTED)
▲	1/2" IRON PIPE FOUND
▲	60D NAIL FOUND
...	VOLUME/PAGE
P.B.T.C.	PLAT RECORDS TRAVIS CO
()	RECORD INFO/SUBJECT
B.S.L.	BLOCK SETBACK LINE
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
A/C	AIR CONDITIONER
M/B	MAILBOX
○	UTILITY POLE
+	CUT WIRE
+	OVERHEAD UTILITY
●	WATER METER
○	ELECTRIC METER
○	DOG/YAWM/M/GRANV
○	CHAIN LINK FENCE
○	WOOD PRIVACY FENCE
□	OVERHAND/COVERED AREA
-B13-	MINOR CONTOUR
-B20-	MAJOR CONTOUR
●	SIGN
○	L.P. TANK

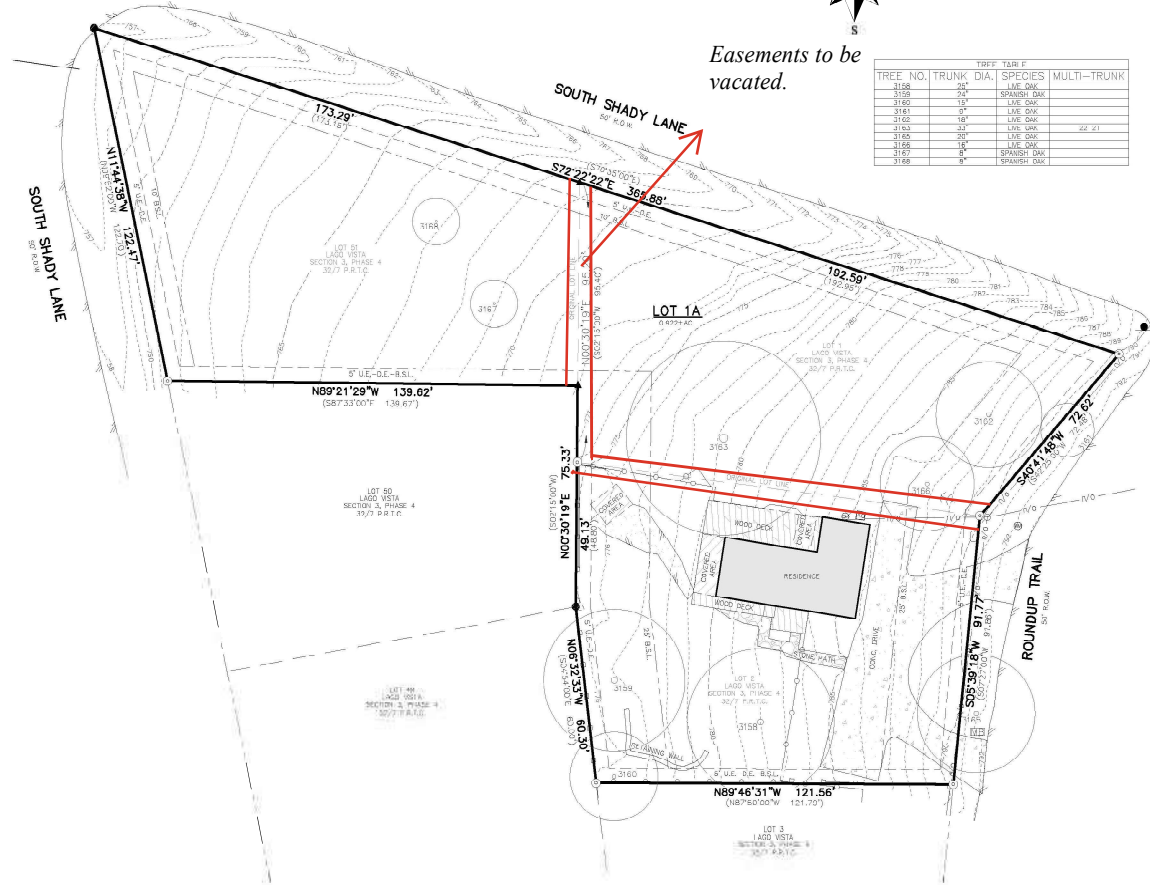


LOCATION MAP
(NOT TO SCALE)



Easements to be vacated.

TREE NO.	TRUNK DIA.	SPECIES	MULTI-TRUNK
3168	24"	SPANISH OAK	
3169	18"	LIVE OAK	
3161	9"	LIVE OAK	
3162	18"	LIVE OAK	
3163	32"	LIVE OAK	22 Z1
3165	28"	LIVE OAK	
3168	18"	LIVE OAK	
3169	8"	SPANISH OAK	



BEING A REPEAT OF LOTS 1, 2 & 51, BLOCK P, LAGO VISTA, SECTION 3, PHASE 4, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, AS SHOWN ON PLAT RECORDED IN VOLUME 32, PAGE 7, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, TO BE KNOWN AS

LOT 1A, BLOCK P, LAGO VISTA, SECTION 3, PHASE 4

BOOK NO. 28225	1500 OLLIE LANE MARLBOROUGH, TX 76664 PH 325-388-3300/330-693-8815 WWW.CUPLINASSOCIATES.COM	SCALE 1" = 30'	1 OF 1
PREPARED FOR: ROBERT TANNER			
TECH: JTM			
APPROVED: K.C. LUST			
FIELDWORK PERFORMED ON: 03/19/2026			
FILE PATH: PROJECTS 2026\62125.DWG\78273 REPEAT 5-30-26.cdw			
CUT: PROJECT: 2026	PROFESSIONAL FIRM NO. 101782600		
		DATE NO. DESCRIPTION	
		REVISIONS	62



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 3, 2026

SUBMITTED BY: Councilor Benefield

SUBJECT: Approve the official ballot for the TMLIRP Board of Trustees Election.

ATTACHMENTS:
[TMLIRP Board of Trustees Election Ballot.pdf](#)

OFFICIAL BALLOT

Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

This is the official ballot for the election of Places 1 through 4 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. The Governing Body of each Member of the Pool is entitled to vote for members of the Board of Trustees. Please record your organization's choices by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You may vote for only one candidate for each Place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees. The names of the candidates for each Place on the Board of Trustees are listed in alphabetical order on this ballot.

About Write-In Candidates. A write-in candidate is a person who is **not** listed on this ballot. The write-in line for each Place is provided only for a governing body that wishes to vote for someone other than the candidates printed on this ballot. If you vote for a candidate whose name is printed on the ballot, mark the square beside that candidate's name and leave the write-in line for that Place blank. **Do not also write that candidate's name on the write-in line.** A ballot that shows both a marked square and a name on the write-in line for the same Place has two votes recorded for that Place, and no vote can be counted for that Place. Marking a square and writing the same name does not strengthen the vote. Write in a name only if you are voting for a person not listed. A write-in candidate must meet the same eligibility requirements as the nominated candidates.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2026. Ballots received after September 30, 2026, cannot be counted. **The ballot must be properly signed and all pages of the ballot must be mailed to: Trustee Election, David Reagan, Secretary of the Board, P.O. Box 149194, Austin, Texas 78714-9194. If the ballot is not signed, it will not be counted.**

PLACE 1

- ☐ **Kevin Clark.** Council Member for the City of Gladewater (Region 15) for eight years. He has also served as the City Council's Ex Officio representative to the Board of Adjustments, Planning and Zoning Commission, and Parks and Recreation Board. During his tenure, he spearheaded the restructuring of the Gladewater Fire Department. Prior to his municipal service, Kevin retired after a distinguished 20-year career in the United States Marine Corps, attaining the rank of Gunnery Sergeant and serving during Operation Desert Storm. He then earned a degree in Speech Communication with a minor in English and spent 23 years as a teacher and coach at Gladewater High School. He has more than four decades of public service.
- ☐ **J.W. 'Buzz' Fullen** (*Incumbent*). Commissioner for the Henderson Housing Authority (Region 15) from 2012 to 2018 and from 2024 to present. Formerly, Mayor of the City of Henderson from 2004 to 2012 and from 2018 to 2024. He currently serves on the Henderson Civic Center Board (2003–present), the Henderson ETMC Hospital Diabetes Board (2009 – present), the Texas Eastern 911 Board for Rusk and Harrison Counties as Chair (2024 – present) and the Keep Henderson Beautiful Board (2008 – present). He has been a Board member of the TML Intergovernmental Risk Pool since 2010, during which time he served as Chair (2018 – 2020) and Vice Chair (2016 – 2018).
- ☐ **John Kinnaird.** Chairman of the McLennan Central Appraisal District (Region 9). He was a four-term member of the Waco City Council and served in various leadership roles with the National League of Cities. He also provides governance and oversight for several non-profits within the community, engaging in areas ranging from workforce and economic development to arts, beautification, and culture. He is a Baylor University graduate, CFA charterholder, and is an SVP and lead investment officer of a local wealth management firm. Mr. Kinnaird has more than a decade of public and municipal government service, complemented by over two decades of professional experience in the financial services sector.
- ☐ **Carey D. Neal, Jr.** City Manager for the City of Seagoville (Region 13). Previously, he served as Deputy City Manager for the City of Lancaster. Mr. Neal holds a Master of Public Administration from American University and a Bachelor of Science from the University of Texas at Arlington. He is currently pursuing a PhD in Public Policy at Liberty University. He is an active member of the International City/County Management Association, the Texas City Management Association, and serves as Director at Large for the North Texas City Management Association. He has served on several governing boards, including the Texas Coalition for Affordable Power Board and the North Texas Housing Finance Corp. Board.

WRITE IN CANDIDATE (complete only if you did not mark a square above):

PLACE 2

- ☐ **Adam Benefield.** Council Member for the City of Lago Vista (Region 10). He has served as the City Council liaison to the Building and Standards Commission and has been actively involved in matters related to municipal operations, budgeting, infrastructure, development, public safety, and risk management. Mr. Benefield has extensive experience as a business owner and operator in the construction, irrigation, landscaping, and water-related service industries. He is licensed through the Texas Commission on Environmental Quality as a Licensed Irrigator, Backflow Prevention Assembly Tester, Water Treatment Specialist, Customer Service Inspector, and Irrigation Inspector. He is committed to responsible local government and fiscal discipline.
- ☐ **Emily Crawford** (*Incumbent*). City Manager for the City of Abilene (Region 6) since June 2025. Previously, she was City Manager of Brownwood, Texas, for 10 years where she led numerous transformational initiatives including downtown revitalization, a countywide 911/dispatch center, and major investments in infrastructure and public facilities. She serves as Immediate Past President of the Texas City Management Association (TCMA). Ms. Crawford holds a Master of Science in Organizational Development from Abilene Christian University, a bachelor's degree in Health and Wellness Promotion from Texas State University, and has completed the Executive Training Institute at the LBJ School of Public Affairs, University of Texas at Austin.
- ☐ **Anthony DeFrancis.** Mayor Pro Tem for the City of Bertram (Region 10). He has a Bachelor of Science degree from Pennsylvania State University, an MBA from Point Park University, and an M.Ed. from Lamar University. He served as a school administrator, domestically and internationally, for 6 years, a secondary mathematics educator for 20 years, and as a mentor and evaluator of incoming educators for various school districts. Previously, he was a member of the Zoning Board of Adjustment for the City of Hutto. He is a member of the Ancient Free & Accepted Masons and the Ben Hur Shriners. He has a strong commitment to public service and sound local governance.

WRITE IN CANDIDATE (complete only if you did not mark a square above):

PLACE 3

- ☐ **Corby Alexander.** City Manager for the City of La Porte (Region 14). He is a native of Henderson, Texas, and has guided other Texas cities in previous management roles and administrative positions. Corby Alexander holds a bachelor's degree in political science from Texas A&M University and a master's degree in public administration from the George Bush School of Government and Public Service at Texas A&M. He is involved with the International City/County Management Association, the Texas City Management Association, and Rotary International. Corby and his wife are proud parents who enjoy spending quality time with their family, participating in church activities, and engaging in community events.
- ☐ **Jim Holgersson.** City Manager for the City of Corsicana (Region 9). He previously served as City Manager for the Texas cities of Waco and Arlington and has held municipal management positions in four additional states. He is a member of the International City/County Management Association (ICMA), where he has served on three committees, and is a past president of both the North Texas City Management Association and the Tennessee City Management Association. He holds a master's degree in public administration from the University of Arkansas.
- ☐ **Cecil A. Hutson, Jr.** Mayor Pro Tem for the City of Combine (Region 13) since May 2022 and served on the City Council since May 2018. Mr. Hutson and his wife, Barbie, moved to Combine in September of 2016 after raising their family in Mesquite, Texas. They have three adult children and eleven grandchildren. Currently, he is the branch owner of TWFG – Hutson Insurance Services in Mesquite, and Barbie is a retired educator. He and his wife are active in their local church and in the community. Mr. Hutson states his experience in the insurance industry, serving as a risk advisor, would be invaluable as he further serves Texas communities as a Board member of the TML Risk Pool.
- ☐ **Andy Joslin.** City Manager for the City of Beeville (Region 11). Previously, he served as City Manager for the City of Floresville from 2021 to 2024. Mr. Joslin also served as City Manager and Finance Director for the City of Alice. Earlier in his public service career, he held multiple leadership roles with the City of Floresville, including Interim City Manager, Assistant Chief of Police, and Narcotics Task Force Commander. Mr. Joslin earned a Bachelor of Occupational Education degree with a specialization in Law Enforcement from Wayland Baptist University and is a graduate of the FBI National Academy, Session 219. He has served as President of the Floresville Lions Club and held board positions on other governing boards.
- ☐ **Ronda Perez.** City Manager for the City of Anna (Region 13) since March 2026. She notes her accomplishments are built upon a strong foundation, and her years of experience in servant leadership speak volumes regarding her keen understanding of local government and its purpose. She also states she is deeply dedicated to the cities she serves with vision, execution, development and consensus building. Ms. Perez earned a master's degree in criminal justice from California State University, Long Beach, as well as dual bachelor's degrees in political science and criminology, law and society from the University of California, Irvine. She is also a recent graduate of the Harvard Kennedy School of Government for local and state officials.
- ☐ **Garrett Spradling.** City Manager for the City of Borger (Region 2). He began his public service career on the Borger City Council. His background includes service as Deputy Fire Marshal/Emergency Management Coordinator and multiple supervisory and command roles with the Borger Police Department. He also served as President and Vice President of Spradling Oil, LP, where he oversaw safety programs, DOT and regulatory compliance, spill prevention planning, commercial vehicle operations, OSHA-related documentation, and workers' compensation. Mr. Spradling holds a Master of Public Administration and a Bachelor of Arts in Political Science from Texas Tech University and is a Certified Public Manager.

PLACE 3 CANDIDATES CONTINUE ON THE FOLLOWING PAGE

PLACE 4

- ☐ **Austin Bleess** (*Incumbent*). City Manager for the City of Jersey Village (Region 14) since 2017. He has served on the TML Risk Pool Board since 2022, and as Vice Chair of the Board since 2025. Previously, he served as City Administrator in Winnebago, MN and City Manager in Caribou, ME. Mr. Bleess holds a BA in Political Science from Bethel University and a Master of Public Administration from Walden University. He is a Credentialed Manager through ICMA. He is a member of TCMA and served on the TCMA Board from 2024 to 2026. As a part of the America 250 celebration, he was named as one of 250 Government Champions who exemplify “democracy at the doorstep” through dedication, innovation, and the highest sense of public service.
- ☐ **James Hotopp**. City Manager for the City of Weatherford (Region 8) since November 2018. He began his career with the City of Weatherford in 2007 and advanced through a series of positions, including Utility Engineer, City Engineer, Director of Water Utilities, Director of Planning and Development, Assistant City Manager, and Deputy City Manager. Mr. Hotopp is a member of the International City/County Management Association, the Texas City Management Association, the North Central Texas City Management Association, and the Tarrant Regional Transportation Coalition. He also serves on the Parker County Economic Development Board, the Parker County Transportation Safety Committee, and the Texas Public Power Association Board.

WRITE IN CANDIDATE (complete only if you did not mark a square above):

BALLOT MUST BE SIGNED TO BE COUNTED

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness my hand, this _____ day of _____, 2026.

Signature of Authorized Official

Title

Printed Name of Authorized Official

Printed Name of Public Entity



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 3, 2026

SUBMITTED BY: Robin Smith, City Secretary

SUBJECT: Approve the minutes of the August 20, 2026, City Council Meeting.

RECOMMENDATION: Approval of the August 20, 2026, City Council Meeting Minutes.

ATTACHMENTS:
[26-08-20-CC draft minutes.1pdf.pdf](#)



**CITY COUNCIL REGULAR
MEETING MINUTES
THURSDAY, AUGUST 20, 2026
2:00 PM
CITY COUNCIL CHAMBERS
5803 THUNDERBIRD
LAGO VISTA, TX**

Shane R Saum, Mayor
Adam Benefield, Member
Norma Owen, Mayor Pro Tem
Paul Prince, Member
Amanda Chavarria, Member
Karen Van Ness, Member
Jess Hall, Member
Ron Joy, Interim City Manager
Brad Bullock, City Attorney

Present: Shane R Saum, Norma Owen, Paul Prince, Amanda Chavarria, Karen Van Ness, Jess Hall, Ron Joy, Brad Bullock
Mayor Shane R. Saum attended the meeting virtually. Councilor Adam Benefield - absent

REGULAR SESSION WILL RECONVENE AT

4:00PM JOIN MEETING VIA VIDEO CONFERENCE

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

<https://meet.goto.com/242387805>

You can also dial in using your phone.

Access Code: 242-387-805

United States: +1 (646) 749-3122

I. CALL TO ORDER, CALL OF ROLL

Shane R. Saum, Mayor

Amanda Chavarria, Council Member

Jess Hall, Council Member

Adam Benefield, Council Member

Norma Owen, Mayor Pro Tem

Karen Van Ness, Council Member

Paul Prince, Council Member

Ron Joy, Acting Interim City Manager

The meeting was called to order at 2:01 pm

II. EXECUTIVE SESSION

Convene into a closed Executive Session pursuant to; *City Council convenes into Executive Session at 2:05 pm.*

1. Consultation with City Attorney pursuant to Texas Government Code § 551.071 regarding legal issues related to one or more items listed on this agenda, where confidential attorney-client advice is necessary.
2. Consultation with City Attorney pursuant to Texas Government Code Section 551.071 (legal advice) and discussion under Section 551.074 (personnel matters) regarding applicants and application process for Interim City Manager.

3. Consultation with City Attorney pursuant to Texas Government Code Section 551.017 (legal advice) and discussion under Section 551.074 (personnel matters) regarding possible organizational chart changes and creation of Assistant City Manager position pursuant to existing Charter requirements.
4. Consultation with City Attorney pursuant to Texas Government Code Section 551.071 (legal advice) regarding TPIA requirements for handling record requests pertaining to individual council members and legal requirements, if any, for notification of subject of request.

III. 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:

City Council reconvened into open session at 4:01 pm.

City Attorney summarizes Executive session items discussed - Charter requirements for creating the position of Assistant City Manager. TPIA requirements and personnel matters regarding the search for Interim City Manager. Work session item 9 (2)

1. Consultation with City Attorney pursuant to Texas Government Code § 551.071 regarding legal issues related to one or more items listed on this agenda, where confidential attorney-client advice is necessary.
No Action
2. Consultation with City Attorney pursuant to Texas Government Code Section 551.071 (legal advice) and discussion under Section 551.074 (personnel matters) regarding applicants and application process for Interim City Manager.
No Action
3. Consultation with City Attorney pursuant to Texas Government Code Section 551.017 (legal advice) and discussion under Section 551.074 (personnel matters) regarding possible organizational chart changes and creation of Assistant City Manager position pursuant to existing Charter requirements.
No Action
4. Consultation with City Attorney pursuant to Texas Government Code Section 551.071 (legal advice) regarding TPIA requirements for handling record requests pertaining to individual council members and legal requirements, if any, for notification of subject of request.
No Action

IV. INVOCATION

Invocation was led by Ron Joy.

V. PLEDGE OF ALLEGIANCE, PLEDGE TO TEXAS FLAG

VI. 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.

Citizen comments received by Mark Douglas, Kevin Sullivan, David VonOhlerking and Ebz vonOhlerking

VII. PRESENTATIONS & PROCLAMATIONS

VIII. ACTION ITEMS

1. Consider, discuss, and take, action regarding CIP budget amendments.

Moved by Paul Prince; seconded by Karen Van Ness to Approve.

Motion Passed: 6- 0

Voting For: Shane R Saum, Norma Owen, Paul Prince, Amanda Chavarria, Karen Van Ness, Jess Hall

Voting Against: None

2. Consider, discuss, and take action regarding the proposed FY 2026-2027 Annual Capital Improvement Program project list.
CIP manager Victor Manzano updated City Council on the proposed 2026-2027 CIP project list.
Councilor Van Ness asks Victor Manzano to review the Parks & Recreation items that may be part of the CIP project list. Council Members provide direction to Victor Manzano regarding the CIP budget. Mayor Shane Saum stated that the Rusty Allen Airport fund project should be added the CIP project list. Citizen Comment received by Dave Stewart.
3. Consider, discuss, and take action regarding development and implementation of a Citywide Performance Management Framework incorporating departmental key performance indicators, Council performance dashboards, employee performance standards, and merit-based compensation principles; and providing direction to the Interim City Manager and staff regarding implementation.
Mayor Shane Saum, Acting Interim City Manager Ron Joy and City Council Members discuss the implementation of KPI performance expectations.
No Action, City Council gives staff direction.
4. Approve the minutes of the August 6, 2026, City Council Meeting. Moved by Paul Prince; seconded by Amanda Chavarria to Approve. Motion Passed: 6- 0

Voting For: Shane R Saum, Norma Owen, Paul Prince, Amanda Chavarria, Karen Van Ness, Jess Hall

Voting Against: None

IX. WORK SESSION

1. Discussion regarding the City's Zoning Ordinance, Section 8-10, and City Code, Section 6-65, concerning commercial trailers parked within residential public rights-of-way. *Citizen Comment received by Christy Williams and David vonOhlerking. City Council Members discuss the item.*
2. Budget Work Session - Discussion and possible action regarding matters related to the proposed City budget.

[Proposed Budget Planning 2026-2027](#)

[Taxpayer Impact Statement](#)

<https://www.lagovistatexas.gov/DocumentCenter/View/13511/2026-Tax-Rate-Impact-Statement-PDF>

Councilor Paul Prince shared information discussed during the Finance Sub-Committee meetings and presented an Excel spreadsheet outlining the proposed budget. Councilor Chavarria inquired about funds allocated to KLVB. Mayor Pro Tem Norma Owen provided clarification regarding where the funds are allocated within the budget. City Council continued discussion regarding Hotel Occupancy Tax (HOT) funds. City Council continued its discussion of the proposed budget with staff, including CIP Manager Victor Manzano, Finance Director Nichole Navarro, and Public Works Director Ernesto Rios.

X. ITEMS OF COMMUNITY INTEREST

Councilor Van Ness encouraged citizens to complete the Park Survey. Mayor Shane Saum updated City Council regarding TEDM and a joint work session. Acting Assistant City Manager Eric Zeno announced that the City will host an End-of-Summer Pool Party this Saturday at the City Pool. Public Works Director Ernesto Reyes provided an update regarding an installation scheduled for Monday and provided an update on the Tessera water outage. Library Director Jan Steele announced that the Library will host a Book Festival on September 12.

XI. STAFF AND COUNCIL LIAISON REPORTS

- A. Routine Reports from City Staff.
- B. Routine Reports from City Council Board/Commission/Committee Liaisons.

Councilor Prince updates Council that the UDEC committee has been placed on hold until Director of Development Service Director is hired. He also provided an update regarding the Planning & Zoning Committee.

XII. ADJOURNMENT

Mayor Pro Tem Norma Owen adjourned the meeting at 8:17 pm.

CITY OF LAGO VISTA

Shane Saum, Mayor

ATTEST:

Robin Smith, City Secretary

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



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 3, 2026

SUBMITTED BY: Robin Smith, City Secretary

SUBJECT: Approve the minutes of the August 24, 2026, Called City Council Meeting.

RECOMMENDATION: Approval of the August 24, 2026, Called City Council Meeting Minutes.

ATTACHMENTS:
[26-08-24-CC-draft minutes.pdf](#)



**CITY COUNCIL SPECIAL
CALLED MEETING MINUTES
MONDAY, AUGUST 24, 2026
1:00 PM
CITY COUNCIL CHAMBERS
5803 THUNDERBIRD
LAGO VISTA, TX**

Shane R Saum, Mayor
Adam Benefield, Member
Norma Owen, Mayor Pro Tem
Paul Prince, Member
Amanda Chavarria, Member
Karen Van Ness, Member
Jess Hall, Member
Ron Joy, Interim City Manager
Brad Bullock, City Attorney

Present: Shane R Saum, Adam Benefield, Norma Owen, Paul Prince, Amanda Chavarria, Karen Van Ness, Jess Hall, Ron Joy, Brad Bullock
Council Member Amanda Chavarria and Council Member Karen Van Ness attended the meeting virtually.

REGULAR SESSION WILL RECONVENE AT 3:00 PM

JOIN MEETING VIA VIDEO CONFERENCE

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

<https://meet.goto.com/242387805>

You can also dial in using your phone.

Access Code: 242-387-805

United States: +1 (646) 749-3122

I. CALL TO ORDER, CALL OF ROLL

Shane R. Saum, Mayor
Amanda Chavarria, Council Member
Jess Hall, Council Member
Adam Benefield, Council Member

Norma Owen, Mayor Pro Tem
Karen Van Ness, Council Member
Paul Prince, Council Member
Ron Joy, Acting Interim City Manager

The meeting was called to order at 1:01 pm.

II. EXECUTIVE SESSION

Convene into a closed Executive Session pursuant to;
Convened into Executive Session at: 1:03 pm.

1. Consultation with City Attorney pursuant to Texas Government Code § 551.071 regarding legal issues related to one or more items listed on this agenda, where confidential attorney-client advice is necessary.
2. Consultation with City Attorney pursuant to Texas Government Code Section 551.071 (legal advice) and discussion under Section 551.074 (personnel matters) regarding applicants and application process for Interim City Manager.

3. Consultation with City Attorney pursuant to Texas Government Code § 551.071 regarding legal matters concerning Keep Lago Vista Beautiful (KLVB), including the organization's relationship with the City and related City obligations.

III. 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:

The City Council reconvened into open session at: 4:12 pm.

City Attorney, Brad Bullock gives update on Executive Session items.

Interview for Interim City Manager. Legal question regarding budget and KLVB.

1. Consultation with City Attorney pursuant to Texas Government Code § 551.071 regarding legal issues related to one or more items listed on this agenda, where confidential attorney-client advice is necessary.
No Action
2. Consultation with City Attorney pursuant to Texas Government Code Section 551.071 (legal advice) and discussion under Section 551.074 (personnel matters) regarding applicants and application process for Interim City Manager.

Moved by Norma Owen; seconded by Paul Prince to Approve - Staff to implement City Council's decision regarding the selected candidate for Interim City Manager.

Motion Passed: 7- 0

Voting For: Shane R Saum, Adam Benefield, Norma Owen, Paul Prince, Amanda Chavarria, Karen Van Ness, Jess Hall

Voting Against: None

3. Consultation with City Attorney pursuant to Texas Government Code § 551.071 regarding legal matters concerning Keep Lago Vista Beautiful (KLVB), including the organization's relationship with the City and related City obligations.
No Action

IV. PLEDGE OF ALLEGIANCE, PLEDGE TO TEXAS FLAG

V. CITIZEN COMMENTS

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

No citizen comments.

VI. ACTION ITEMS

1. Discussion and action selecting a date for a public hearing on, the proposed budget for the City of Lago Vista for fiscal year 2026-2027. A copy of the proposed budget and Taxpayer Impact Statement prepared under Tex. Gov't Code 551.043(c) are included with this notice/are accessible on the home page of the City's website at Proposed Base [Budget](#).

Ernesto Rios, Director of Public Works, presented the Public Works Department decision package. Duane Smale, Building Official, and Jillian Dougherty, Development Services Program Coordinator, provided City Council with an update regarding the needs of the Development Services Department.

Ron Joy, Acting Interim City Manager, presented the Police Department decision package.

Ron Joy provided City Council with an update regarding the pickleball court decision package.

Greg Saul, Golf Course Manager, provided City Council with an update regarding the Golf Course.

Stan Heston, Director of Information Technology, provided City Council with an update regarding the Information Technology Department.

Nichole Navarro, Finance Director, provided City Council with an update regarding staffing.

Citizen comment was received from Dave Stewart.

Moved by Paul Prince; seconded by Adam Benefield to Approve September 17, 2026 for the Proposed Budget Public Hearing.

Motion Passed: 7- 0

Voting For: Shane R Saum, Adam Benefield, Norma Owen, Paul Prince, Amanda Chavarria, Karen Van Ness, Jess Hall

Voting Against: None

2. Consider, discuss, and take action regarding a roll call vote on adoption of a proposal to set a 2027 tax rate (\$0.451988) for the City of Lago Vista.

Moved by Adam Benefield; seconded by Norma Owen to Approve proposed tax rate \$0.451988. [A roll call vote was taken]

Voting For: Shane R Saum, Adam Benefield, Norma Owen, Paul Prince, Amanda Chavarria, Karen Van Ness, Jess Hall

Voting Against: None

VII. ADJOURNMENT

Mayor Shane Saum adjourned the meeting at 7:42 pm.

[Approval to follow]

CITY OF LAGO VISTA

Shane Saum, Mayor

ATTEST:

Robin Smith, City Secretary

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



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 3, 2026

SUBMITTED BY: Shane Saum, Mayor

SUBJECT: Discussion and possible action regarding an agreement between the City of Lago Vista and the Chamber of Commerce, including HOT Fund reimbursement.

BACKGROUND: The City of Lago Vista collects Hotel Occupancy Tax (HOT) revenues pursuant to Chapter 351 of the Texas Tax Code. These funds are legally restricted and may only be used to promote tourism and the hotel and convention industry, with a clear connection to increasing overnight stays (“heads in beds”). Council has previously directed city staff to work on a formal contract with the Chamber of Commerce and the Chamber has provided proposed edits to that draft agreement for Council to review.

Additionally, the Chamber has submitted a request for reimbursement of \$61,762.63.

FINDINGS: Establishing a formal agreement with the Chamber improves transparency, accountability, and legal compliance.

If there are pending questions about specific reimbursements, Council can give direction on what to do with those funds.

- ATTACHMENTS:**
- [Contract - 2026-04-08 Lago Vista Draft Chamber Contract for Services HOT Fund v1.docx.pdf](#)
 - [Contract Red strikethrough proposed deletion _ Green proposed addition _ Blue why \(3\).pdf](#)
 - [Visitor Center Services and Tourism Promotion Activities.pdf](#)
 - [Visitor Inform. Center Operations -Tourism Service Agreement.pdf](#)
 - [THLA - Letter of Support.pdf](#)
 - [HOT cover letter.pdf](#)
 - [Grant Application Packet.pdf](#)
 - [Visitors Guide.pdf](#)
 - [Visitors Center.pdf](#)
 - [Profit-Loss.pdf](#)

HOTEL OCCUPANCY TAX MARKETING SERVICES AGREEMENT BETWEEN THE CITY OF LAGO VISTA AND THE NORTH LAKE TRAVIS CHAMBER OF COMMERCE & VISITOR CENTER

This Hotel Occupancy Tax Marketing Services Agreement (“Agreement”) is made between the City of Lago Vista , Texas, (“City”) and the North Lake Travis Chamber of Commerce & Visitors Center (“Chamber”)(City and Chamber are sometimes individually referred to as a “Party” and collectively as the “Parties”) for the purpose of providing for a program to promote tourism through the joint efforts of the Parties hereto, who in consideration of the mutual promises, agree as follows:

RECITALS

WHEREAS, the City collects Hotel Occupancy Taxes (“HOT”) as authorized by the Texas tax Code; and

WHEREAS, the City has no convention and visitors bureau and no in-house marketing and tourism department; and

WHEREAS, the Chamber desires to perform certain marketing and tourism services, as described herein, that are eligible to be funded by the HOT and the City desires to accept the services from the Chamber.

NOW, THEREFORE, for and in consideration of the Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties agree as follows:

- 1. Visitor Center Hosting.** During the term of this Agreement, the Chamber shall use their facilities as a Visitor Center for the City of Lago Vista. The Chamber will provide space for tourism-related materials, prepare and mail requests for visitor packets, visitor bags as requested and answer calls related to tourism. The Chamber will cover postage costs to ship visitor packets as requested. The Chamber will provide welcome services to all visitors to the Visitor Center. The Chamber will keep records of packets mailed and number of calls received, and location calling from and will track the number of visitors to the Visitor Center. On the first business day of each month (beginning the month following the execution of this Agreement), the Chamber will provide the City an itemized invoice of: the number of visitor packets mailed the previous month, the number of visitor bags requested the previous month, the number of tourism-related calls answered the previous month, and the number of visitors to the Chamber the previous month.
- 2. Payment for Services.** The City shall pay the Chamber a flat fee of [REDACTED] dollars (\$XXXX) per month for the one-year term of this Agreement using HOT funds. The amount shall be paid to the Chamber by the City in monthly installments to be paid by the 15th of each month for the previous month’s hosting services. The Chamber shall provide the City an invoice of the previous month’s hosting services by the 10th of each month. These services are for operational costs to maintain and manage the Visitor Center.

3. **Independent Status of Chamber.** The Chamber personnel performing services under this Agreement shall be under the direct supervision and control of the Chamber and all personnel of the Chamber shall be considered employees or agents of the Chamber and not of the City. The Chamber shall be responsible for the processing of all benefits or payment liabilities of such employees or agents, including the withholding or payment of personal income or social security taxes, as provided by applicable law, and the payment of worker's compensation premiums.
4. **Insurance.** The Chamber shall maintain policies of general liability insurance for the duration of the Agreement to protect against liability arising from its performance of this Agreement.
5. **INDEMNITY. THE CHAMBER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, SUITS, OR LIABILITIES ARISING FROM OR RELATED TO ANY ACT OR OMISSION OF THE CHAMBER, ITS OFFICERS, DIRECTORS, OFFICIALS, EMPLOYEES, OR REPRESENTATIVES IN THE PERFORMANCE OF THIS AGREEMENT AND EXPENDITURE AND USE OF THE HOT FUNDS. THIS INCLUDES PROPERTY DAMAGE, PERSONAL INJURY OR DEATH AND ALSO COVERS COSTS OF SUIT AND ATTORNEYS' FEES.**
6. **Term of Agreement.** This Agreement shall be effective from October 1, 2025, through September 30, 2026.
7. **Termination.** Either Party may terminate this Agreement by giving written notice to the other Party thirty (30) days in advance of the termination date.
8. **Immunity.** The Parties agree that the City of Lago Vista has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
9. **Assignment/Non-Transferable.** The Parties agree that neither this Agreement nor the work to be performed or goods/services provided hereunder will be assigned or transferred without the prior written consent of the City of Lago Vista.
10. **Successors and Assigns.** The Parties, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.
11. **Execution and Consideration.** This Agreement is executed by the Parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.

12. **Notices.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via facsimile or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

To City of Lago Vista:

City of Lago Vista
Attn: City Manager
PO Box 4727
Lago Vista, TX 78645

With Copy to:

Mr. Bradford Bullock
Messer Fort, PLLC
4201 W. Parmer Ln., Ste. C-150
Austin, TX 78727

To Chamber:

North Lake Travis Chamber of Commerce & Visitors Center
Attn: Allison Sergeant
20624 FM 1431 Ste. 6
Lago Vista , TX 78645

13. **Cumulative Remedies.** All rights and remedies of the Parties under this Agreement shall be cumulative, and none shall exclude any other right or remedy provided by law, or by any other provisions of the Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.
14. **Waiver of Breach.** A waiver by either Party of a breach of the Agreement by the other Party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.
15. **Parties Bound.** The Agreement shall be binding upon, and inure to the benefit of, the Parties to the Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

16. **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.
17. **Incorporation of Recitals.** The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of the Parties.
18. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified, amended or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto. The subject matter of this Agreement is for marketing services with HOT funds only and not any other matters that may exist between the Parties past, present or future.
19. **Venue.** This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Grayson County, Texas.
20. **Consideration.** This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
21. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.
22. **Authority to Execute.** The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
23. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.
24. **Savings/Severability.** In case 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 provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

25. **Representations.** Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its legal counsel.

EXECUTED this the _____ day of _____, 2026.

CITY OF LAGO VISTA

SHANE SAUM, MAYOR

ATTEST:
ROBIN SMITH, CITY SECRETARY

BY: _____

APPROVED AS TO FORM:
BRADFORD BULLOCK, CITY ATTORNEY

BY: _____

NORTH LAKE TRAVIS CHAMBER OF
COMMERCE & VISTORS CENTER

By: _____

Its: _____

Red strikethrough = proposed deletion | Green = proposed addition | Blue = why

~~HOTEL OCCUPANCY TAX MARKETING SERVICES AGREEMENT~~

VISITOR INFORMATION CENTER OPERATIONS AND TOURISM SERVICES AGREEMENT

Why: The current title frames the whole relationship as marketing when the statute separately recognizes operation of a visitor information center.

BETWEEN THE CITY OF LAGO VISTA AND THE NORTH LAKE TRAVIS CHAMBER OF COMMERCE & VISITOR CENTER

This ~~Hotel Occupancy Tax Marketing Services~~ **Visitor Information Center Operations and Tourism Services** Agreement (“Agreement”) is made between the City of Lago Vista, Texas (“City”) and the North Lake Travis Chamber of Commerce & Visitor Center (~~“Chamber”~~ **“Visitor Center”**) (City and ~~Chamber~~ **Visitor Center** are sometimes individually referred to as a “Party” and collectively as the “Parties”) for the purpose of providing for a program to promote tourism through the joint efforts of the Parties hereto, who in consideration of the mutual promises, agree as follows:

RECITALS

WHEREAS, the City collects Hotel Occupancy Taxes (“HOT”) as authorized by the Texas Tax Code;

WHEREAS, the City has no convention and visitors bureau and no in-house marketing and tourism department;

WHEREAS, the ~~Chamber~~ **Visitor Center** ~~desires to perform certain marketing and tourism services, as described herein, that are eligible to be funded by the HOT and the City desires to accept the services from the Chamber.~~ **operates a Visitor Information Center serving Lago Vista and desires to provide ongoing Visitor Information Center operations, destination marketing, tourism promotion, visitor services, and related tourism services on behalf of the City, and the City desires to contract with the Chamber for those services using legally available HOT funds.**

Why: Establishes that this is an ongoing governmental tourism function, not simply a marketing grant.

WHEREAS, the Parties acknowledge that operation and maintenance of a visitor information center is an authorized use of municipal hotel occupancy tax revenue under applicable Texas law when statutory requirements are satisfied, and the services described in this Agreement are intended to promote tourism and the convention and hotel industry in Lago Vista;

NOW, THEREFORE, for and in consideration of the Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties agree as follows:

1. ~~Visitor Center Hosting~~: Visitor Information Center Operations and Tourism Services.
Why: More accurately reflects the scope of Visitor Information Center operations and tourism services provided under this Agreement.

During the term of this Agreement, the ~~Chamber~~**Visitor Center** shall ~~use their facilities as a Visitor Center for the City of Lago Vista.~~**operate and manage the North Lake Travis Chamber of Commerce & Visitors Center as a Visitor Information Center serving the City of Lago Vista and shall provide ongoing visitor, tourism, destination marketing, and tourism-development services for the City. The Chamber is performing these services as an independent contractor providing an ongoing Visitor Information Center function for the City, not as an applicant for a one-time event or project grant.**

~~During the term of this Agreement, the Chamber shall use their facilities as a Visitor Center for the City of Lago Vista. The Chamber will provide space for tourism-related materials, prepare and mail requests for visitor packets, visitor bags as requested and answer calls related to tourism. The Chamber will cover postage costs to ship visitor packets as requested. The Chamber will provide welcome services to all visitors to the Visitor Center. The Chamber will keep records of packets mailed and number of calls received, and location calling from and will track the number of visitors to the Visitor Center. On the first business day of each month (beginning the month following the execution of this Agreement), the Chamber will provide the City an itemized invoice of: the number of visitor packets mailed the previous month, the number of visitor bags requested the previous month, the number of tourism-related calls answered the previous month, and the number of visitors to the Chamber the previous month.~~

shall operate and manage the Visitor Center and provide tourism promotion, destination marketing, visitor information, and related services for the benefit of the City of Lago Vista and its tourism and hospitality economy.

Such services may include, but are not limited to, visitor assistance and referrals; maintenance and distribution of visitor information; print and digital tourism marketing; advertising and promotional campaigns; website, social media, publication, and content development; promotion of lodging, dining, recreation, attractions, events, and other visitor-serving businesses and amenities; development and distribution of maps, guides, itineraries, and other visitor resources; regional tourism partnerships and outreach; promotion and support of tourism-generating events and activities; group, meeting, wedding, recreational, and special-event tourism promotion; public relations and media outreach; tourism research and reporting; and other activities reasonably related to operating a Visitor Center, promoting tourism, attracting visitors, encouraging overnight stays, and supporting the visitor economy.

The foregoing describes the general scope of services that may be performed under this Agreement and shall not be construed as requiring the Visitor Center to perform every

activity identified herein or to provide any particular service, program, publication, event, campaign, or deliverable unless separately agreed to in writing by the parties.

The Visitor Center shall retain reasonable discretion to determine the specific services, activities, programs, marketing methods, staffing, schedules, partnerships, and resources utilized in fulfilling the purposes of this Agreement, taking into consideration available funding, staffing, operational capacity, tourism priorities, and community needs.

Nothing in this Agreement shall require the Visitors Center to undertake activities beyond its available funding or reasonable operational capacity.

2. Payment for Services. The City shall pay the ~~Chamber Visitor Center~~ a flat fee an annual service fee of \$100,000 dollars (\$25,000) per ~~month~~ quarter for the ~~one-year~~ three year term of this Agreement using HOT funds. The amount shall be paid to the ~~Chamber Visitor Center~~ by the City in ~~monthly~~ Quarterly installments to be paid by the 15th of each ~~month~~ quarter for the previous ~~month's~~ quarters hosting services. The ~~Chamber Visitor Center~~ shall provide the City an invoice ~~of the previous month's hosting services~~ by the 10th of each ~~month~~ quarter. These services are for operational costs to maintain and manage the Visitor Center.

The annual service fee may be reviewed prior to each subsequent fiscal year and may be adjusted by mutual written agreement of the Parties based upon the scope of services, operating costs, tourism needs, available HOT revenues, or other relevant circumstances. Unless otherwise mutually agreed in writing, the annual service fee shall remain \$100,000.

2A. Relationship to HOT Funding Application Process

The Parties acknowledge that this Agreement is a negotiated contract for the operation and management of the Visitor Information Center and the provision of the tourism services described herein, and is separate and distinct from the City's "Application / Request for Funding from Hotel Occupancy Tax Revenue Application Packet" used for grants, events, programs, projects, or other discretionary HOT funding requests. The Application Packet is not incorporated into this Agreement.

Compensation due to the Visitors Center under this Agreement shall be governed by this Agreement and shall not be conditioned upon submission, approval, scoring, matching requirements, reimbursement procedures, funding caps, application deadlines, or other requirements contained in that Application Packet, except to the extent a requirement is expressly incorporated into this Agreement by mutual written amendment or is required by applicable law.

In the event of a conflict between this Agreement and the Application Packet concerning Visitor Information Center operations or compensation under this Agreement, this Agreement shall control.

2B. Separate Events, Programs, and Projects

Nothing in this Agreement prevents the Visitors Center from separately requesting HOT funding for an event, festival, advertising campaign, tourism project, program, or other eligible activity outside the scope and compensation of this Agreement. Any such separate request may be subject to the City's then-applicable HOT funding application process.

Funding or approval of such separate requests shall not reduce, offset, replace, or condition amounts otherwise due under this Visitor Information Center Agreement unless the Parties expressly agree otherwise in writing.

2C. Quarterly Reporting

On a quarterly basis, the Visitors Center shall submit to the City: (1) an invoice for the quarterly service fee; (2) a quarterly Profit and Loss Statement; and (3) a brief recap of services and activities performed during the quarter, together with copies of relevant Visitor Information Center publications as documentation of services and activities performed.

These materials shall constitute the Visitors Center's regular quarterly reporting requirements under this Agreement. The Visitors Center shall maintain supporting financial records and may provide reasonable additional information upon request when necessary to clarify a specific expenditure or activity. Supporting documentation shall not be required as part of the regular quarterly submission unless required by applicable law or mutually agreed upon by the Parties.

Why: Establishes a clear and consistent quarterly reporting process that provides financial transparency and documentation of services performed, while allowing additional information to be provided when reasonably necessary and maintaining an efficient reporting process for Visitor Information Center operations.

2D. Payment and Reporting Disputes

If the City identifies a deficiency in a required quarterly submission, the City shall provide written notice identifying the specific deficiency within **ten (10) business days** of receipt. The Visitors Center shall have **fifteen (15) business days** to correct the deficiency. **Any undisputed amount due under this Agreement shall be paid when due.**

Why: Establishes a clear and timely process for addressing questions or deficiencies in quarterly reporting while ensuring that undisputed contractual payments remain on schedule.

3. Independent Status of Chamber. The Chamber personnel performing services under this Agreement shall be under the direct supervision and control of the Chamber and all personnel of the Chamber shall be considered employees or agents of the Chamber and not of the City. The Chamber shall be responsible for the processing of all benefits or payment liabilities of such employees or agents, including the withholding or payment of personal income or social security taxes, as provided by applicable law, and the payment of worker's compensation premiums.

4. Insurance. The Chamber shall maintain policies of general liability insurance for the duration of the Agreement to protect against liability arising from its performance of this Agreement.

5. INDEMNITY. ~~THE CHAMBER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, SUITS, OR LIABILITIES ARISING FROM OR RELATED TO ANY ACT OR OMISSION OF THE CHAMBER, ITS OFFICERS, DIRECTORS, OFFICIALS, EMPLOYEES, OR REPRESENTATIVES IN THE PERFORMANCE OF THIS AGREEMENT AND EXPENDITURE AND USE OF THE HOT FUNDS. THIS INCLUDES PROPERTY DAMAGE, PERSONAL INJURY OR DEATH AND ALSO COVERS COSTS OF SUIT AND ATTORNEYS' FEES.~~ **TO THE EXTENT PERMITTED BY TEXAS LAW, THE Chamber Visitor Center SHALL INDEMNIFY AND HOLD HARMLESS THE CITY FROM THIRD-PARTY CLAIMS TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR VIOLATION OF LAW BY THE Chamber Visitor Center OR ITS OFFICERS, EMPLOYEES, OR AGENTS IN PERFORMANCE OF THIS AGREEMENT. THE Chamber Visitor Center SHALL NOT BE RESPONSIBLE FOR CLAIMS TO THE EXTENT CAUSED BY THE ACTS OR OMISSIONS OF THE CITY OR ITS OFFICIALS, EMPLOYEES, OR AGENTS. NOTHING IN THIS SECTION SHALL REQUIRE EITHER PARTY TO ASSUME LIABILITY THAT CANNOT LAWFULLY BE ASSUMED UNDER TEXAS LAW.**

Why: Indemnification should reasonably correspond to each Party's own actions and responsibilities. The revised language protects the City from third-party claims caused by the Visitors Center negligence, misconduct, or violation of law while ensuring the Visitors Center is not required to assume liability for actions or circumstances caused by or outside of its control, including the acts or omissions of the City.

6. Term of Agreement. This Agreement shall be effective from August 20, 2026, through October 1, 2029. **Any renewal or extension shall be by mutual written agreement of the Parties.**

7. Termination. ~~Either Party may terminate this Agreement by giving written notice to the other Party thirty (30) days in advance of the termination date.~~ **Either Party may terminate this Agreement upon one hundred eighty (180) days' written notice to the other Party. Early termination for cause shall be limited to a material failure to perform an obligation expressly required by this Agreement, after written notice identifying the failure and a reasonable opportunity to correct it.**

Requests for additional documentation, reporting, services, or requirements not expressly required by this Agreement shall not constitute a breach or grounds for termination unless mutually agreed to in writing by both Parties.

Termination shall not relieve either Party of financial or contractual obligations incurred prior to the effective date of termination.

Why: The Parties acknowledge that the operation of a Visitor Center requires ongoing commitments for staffing, facilities, and operational expenses. Accordingly, sufficient notice of termination is necessary to allow the Visitors Center to responsibly manage those commitments and ensure an orderly transition.

8. Immunity. ~~The Parties agree that the City of Lago Vista has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.~~ **Nothing in this Agreement shall be construed to expand or limit any immunity, waiver of immunity, right, remedy, defense, or limitation available to either Party under applicable Texas law.**

Why: This revision keeps the provision neutral and ensures that neither Party is agreeing to expand or give up any rights, remedies, defenses, or protections otherwise available under Texas law. Any question regarding governmental immunity or waiver should be governed by applicable law rather than predetermined by the Agreement.

9. Assignment/Non-Transferable. ~~The Parties agree that neither this Agreement nor the work to be performed or goods/services provided hereunder will be assigned or transferred without the prior written consent of the City of Lago Vista.~~ **Neither Party may assign or transfer this Agreement or substantially all of its obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Nothing in this provision shall prohibit either Party from utilizing employees, contractors, vendors, or professional service providers in the ordinary course of performing its obligations under this Agreement.**

Why: Makes the assignment provision mutual and protects both Parties equally, while clarifying that routine use of employees, contractors, vendors, or professional service providers does not constitute an assignment of the Agreement.

10. Successors and Assigns. ~~The Parties, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.~~

This Agreement shall be binding upon and benefit the **City and Visitors Center and their respective permitted successors and assigns, subject to the assignment provisions of this Agreement.**

Why: Clarifies that the Agreement binds the Parties and their permitted successors or assigns without unnecessarily extending contractual obligations to individual employees, officers, agents, contractors, or representatives who are not Parties to the Agreement. This also keeps the provision consistent with Section 9.

11. Execution and Consideration. This Agreement is executed by the Parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.

No changes needed.

12. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via facsimile or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

No changes needed.

To City of Lago Vista:
City of Lago Vista
Attn: City Manager
PO Box 4727
Lago Vista, TX 78645

With Copy to:
Mr. Bradford Bullock
Messer Fort, PLLC
4201 W. Parmer Ln., Ste. C-150
Austin, TX 78727

To Chamber:
North Lake Travis Chamber of Commerce & Visitors Center
Attn: ~~Allison Sargent~~ Allison Sargent **Why:** Spelled wrong
20624 FM 1431 Ste. 6
Lago Vista, TX 78645

13. Cumulative Remedies. All rights and remedies of the Parties under this Agreement shall be cumulative, and none shall exclude any other right or remedy provided by law, or by any other provisions of the Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

No changes needed.

14. Waiver of Breach. A waiver by either Party of a breach of the Agreement by the other Party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.

No changes needed.

~~**15. Parties Bound.** The Agreement shall be binding upon, and inure to the benefit of, the Parties to the Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.~~

Why: §10 **Successors and Assigns** also covers the same territory, §15 is duplicative.

~~**16. 15. No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.~~

No changes needed.

~~**17. 16. Incorporation of Recitals.** The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of the Parties.~~ The foregoing recitals are incorporated into this Agreement solely for purposes of providing background and context regarding the Parties' intent and shall not create independent obligations beyond those expressly stated in this Agreement.

Why: Clarifies that the recitals provide background and context for the Agreement, while the specific obligations of each Party are established by the operative provisions of the Agreement.

~~**18. 17. Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified, amended or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto. The subject matter of this Agreement is for marketing services with HOT funds only and not any other matters that may exist between the Parties past, present or future.~~ The subject matter of this Agreement is the operation and management of the Visitor Information Center and the provision of tourism, visitor, destination marketing, and related services described herein using legally available Hotel Occupancy Tax ("HOT") funds pursuant to Chapter 351 of the Texas Tax Code.

During the term of this Agreement, the Visitors Center shall serve as the City's designated provider for the operation and management of the Visitor Information Center and the services described herein. The Parties acknowledge the importance of coordinating tourism, visitor, destination marketing, and related activities to promote the efficient use of resources and avoid unnecessary duplication of efforts. The Parties agree

to communicate and coordinate regarding activities that substantially overlap with the services provided under this Agreement.

Nothing herein shall prevent the Parties from entering into separate agreements concerning events, projects, memberships, sponsorships, grants, or other matters outside the scope of the Visitor Information Center services covered by this Agreement. This Agreement shall control with respect to the Visitor Information Center services and compensation described herein, and no separate HOT grant or funding application shall be required as a condition of payment under this Agreement.

Why: Clarifies that this Agreement is for the ongoing operation and management of the Visitor Information Center and related tourism services, establishes clear roles and encourages coordination of tourism-related efforts to maximize resources and avoid unnecessary duplication, while preserving the Parties' ability to separately address events, projects, memberships, sponsorships, grants, and other matters outside the scope of this Agreement.

~~19.~~ **18. Venue.** This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in ~~Grayson County, Texas~~ **Travis County, Texas**. Why: Lago Vista is not in Grayson County. This looks like a copy/paste error.

~~20. Consideration.~~ ~~This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.~~ Why: Duplicates §11. No need to state consideration twice.

~~21.~~ **19. Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. **Electronic and facsimile signatures shall have the same force and effect as original signatures.** Why: Modernizes the execution provision to recognize electronic signatures.

~~22.~~ **20. Authority to Execute.** The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof. No changes needed.

~~23.~~ **21. Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document. No changes needed.

24.22. Savings/Severability. In case 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 provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. [No changes needed.](#)

25-23.Representations. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its legal counsel. [No changes needed.](#)

24. Statutory Compliance and City Acknowledgment

The Parties agree that HOT funds paid under this Agreement shall be used only for purposes permitted by applicable Texas law. The City acknowledges that it is contracting with the Visitors Center for the operation and management of the Visitor Information Center and the tourism, visitor, destination marketing, and related services described in this Agreement **for the purpose of promoting tourism and the convention and hotel industry.** Nothing in this Agreement authorizes the expenditure of HOT funds for a purpose prohibited by applicable law.

[Why:](#) Clarifies the statutory purpose of the Agreement and confirms the Parties' shared understanding that HOT funds will be used for Visitor Information Center operations and tourism-related services in accordance with applicable Texas law.

EXECUTED this the _____ day of _____, 2026.

CITY OF LAGO VISTA

_____ SHANE SAUM, MAYOR

ATTEST:

ROBIN SMITH, CITY SECRETARY

BY: _____

APPROVED AS TO FORM:

BRADFORD BULLOCK, CITY ATTORNEY

BY: _____

NORTH LAKE TRAVIS CHAMBER OF COMMERCE & VISITORS CENTER

By: _____

Its: _____

Visitor Center Report

January 19, 2026 - March 31, 2026

Visitor Center Services and Tourism Promotion Activities

As part of the Lago Vista Visitors Center operations, ongoing efforts are dedicated to promoting tourism, supporting visitors, and enhancing the visibility of local attractions, events, and businesses. The following activities are performed regularly in support of these objectives.

Daily Visitor Communications

Maintain daily communications with visitors, residents, businesses, event organizers, and tourism partners through phone calls, email correspondence, social media inquiries, and in-person interactions. Provide information regarding local attractions, accommodations, dining, events, recreation opportunities, and community resources.

- **Q1 Visitors Center Calls: 344**
- **Q1 Visitor Center Email Correspondence: 433**

Regional Tourism Collaboration

Conduct outreach to neighboring Chambers of Commerce, Visitors Centers, and tourism organizations to request and maintain current brochures, maps, guides, and promotional materials. These partnerships expand the resources available to visitors and encourage regional tourism engagement.

- **Q1 Chambers/Visitor Centers Partnerships: 4**
 - Burnet Chamber of Commerce, Marble Falls Area Chamber of Commerce, Lake Buchanan/Inks Lake Chamber of Commerce, Leander Chamber of Commerce

Visitor Assistance and Walk-In Services

Provide daily assistance to walk-in visitors seeking information about Lago Vista and the surrounding area. Offer recommendations, directions, event information, lodging resources, and promotional materials that encourage visitors to extend their stay and explore local businesses and attractions.

- **Q1 Visitors Center Walk-ins: 234**

Event Planning and Promotion

Assist with the planning, coordination, and promotion of community events that attract visitors to Lago Vista. Responsibilities include event logistics, vendor coordination, marketing support, visitor information distribution, and collaboration with community partners to maximize tourism impact.

- **Q1 Events Promoted and/or Participated: 12**
 - Ribbon Cuttings: Vista Framing, Made in the Shade, LIFT Bikes, Boards & Outdoors, Solstice Coffee & Cocktails, Lakeside Wine & Spirits, ALBA Wine Bar
 - Mixers: ALBA Wine Bar, dax + jade, Bros & Brews
 - Luncheons: Oak Ridge Archery
 - Signature/Community Events: Dueling Piano Bar/Community Choice Awards, State of the City: Lago Vista

Tourism Publication Preparation

Prepare content and materials for tourism-related publications, including gathering community information, coordinating advertisements, organizing event listings, and ensuring timely production of visitor-focused content that

promotes local attractions and events.

- **Q1 Publications: 2**
 - The North Shore Navigator (Issues 1-2)

Visitor Center Report

April 1, 2026 - June 30, 2026

Visitor Center Services and Tourism Promotion Activities

As part of the Lago Vista Visitors Center operations, ongoing efforts are dedicated to promoting tourism, supporting visitors, and enhancing the visibility of local attractions, events, and businesses. The following activities are performed regularly in support of these objectives.

Daily Visitor Communications

Maintain daily communications with visitors, residents, businesses, event organizers, and tourism partners through phone calls, email correspondence, social media inquiries, and in-person interactions. Provide information regarding local attractions, accommodations, dining, events, recreation opportunities, and community resources.

- **Q2 Visitors Center Calls: 313**
- **Q2 Visitor Center Email Correspondence: 607**

Regional Tourism Collaboration

Conduct outreach to neighboring Chambers of Commerce, Visitors Centers, and tourism organizations to request and maintain current brochures, maps, guides, and promotional materials. These partnerships expand the resources available to visitors and encourage regional tourism engagement.

- **Q2 Chambers/Visitor Centers Partnerships: 5**
 - Liberty Hill Chamber of Commerce, Cedar Park Chamber of Commerce, Marble Falls Area Chamber of Commerce, Lake Buchanan/Inks Lake Chamber of Commerce, Leander Chamber of Commerce

Visitor Assistance and Walk-In Services

Provide daily assistance to walk-in visitors seeking information about Lago Vista and the surrounding area. Offer recommendations, directions, event information, lodging resources, and promotional materials that encourage visitors to extend their stay and explore local businesses and attractions.

- **Q2 Visitors Center Walk-ins: 159**

Event Planning and Promotion

Assist with the planning, coordination, and promotion of community events that attract visitors to Lago Vista. Responsibilities include event logistics, vendor coordination, marketing support, visitor information distribution, and collaboration with community partners to maximize tourism impact.

- **Q2 Events Hosted and/or Participated: 17**
 - Ribbon Cuttings: Broken Chain Tattoo
 - Mixers: Bros & Brews, The Island, PowHER Hour, Bajo La Luna, Nameless Saloon
 - Luncheons: Fire Station ESD 1, Captain Pete's, Lucky Rabbit
 - Signature/Community Events: Presidents Council Q2, April Open House, Lago Fest, Kid

Fest, May Open House, Bike Safety Course, June Open House, NLT Moonlight Open

Tourism Publication Preparation

Prepare content and materials for tourism-related publications, including gathering community information, coordinating advertisements, organizing event listings, and ensuring timely production of visitor-focused content that promotes local attractions and events.

- **Q1 Publications: 6**

- The North Shore Navigator: Issues 3-5, Visitors Guide, 2 bookmarks



VISITOR INFORMATION CENTER OPERATIONS AND TOURISM SERVICES AGREEMENT

BETWEEN THE CITY OF LAGO VISTA AND THE NORTH LAKE TRAVIS CHAMBER OF COMMERCE & VISITOR CENTER

This Visitor Information Center Operations and Tourism Services Agreement ("Agreement") is made between the City of Lago Vista, Texas ("City") and the North Lake Travis Chamber of Commerce & Visitor Center ("Visitor Center") (City and Visitor Center are sometimes individually referred to as a "Party" and collectively as the "Parties") for the purpose of providing for a program to promote tourism through the joint efforts of the Parties hereto, who in consideration of the mutual promises, agree as follows:

RECITALS

WHEREAS, the City collects Hotel Occupancy Taxes ("HOT") as authorized by the Texas Tax Code;

WHEREAS, the City has no convention and visitors bureau and no in-house marketing and tourism department;

WHEREAS, the Visitor Center operates a Visitor Information Center serving Lago Vista and desires to provide ongoing Visitor Information Center operations, destination marketing, tourism promotion, visitor services, and related tourism services on behalf of the City, and the City desires to contract with the Chamber for those services using legally available HOT funds.

WHEREAS, the Parties acknowledge that operation and maintenance of a visitor information center is an authorized use of municipal hotel occupancy tax revenue under applicable Texas law when statutory requirements are satisfied, and the services described in this Agreement are intended to promote tourism and the convention and hotel industry in Lago Vista;

NOW, THEREFORE, for and in consideration of the Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties agree as follows:

1. Visitor Information Center Operations and Tourism Services. During the term of this Agreement, the Visitor Center shall operate and manage the North Lake Travis Chamber of Commerce & Visitors Center as a Visitor Information Center serving the City of Lago Vista and shall provide ongoing visitor, tourism, destination marketing, and tourism-development services for the City. The Chamber is performing these services as an independent contractor providing an ongoing Visitor Information Center function for the City, not as an applicant for a one-time event or project grant.

During the term of this Agreement, the Visitor Center shall operate and manage the Visitor Center and provide tourism promotion, destination marketing, visitor information, and related services for the benefit of the City of Lago Vista and its tourism and hospitality economy.

Such services may include, but are not limited to, visitor assistance and referrals; maintenance and distribution of visitor information; print and digital tourism marketing; advertising and promotional campaigns; website, social media, publication, and content development; promotion of lodging, dining, recreation, attractions, events, and other visitor-serving businesses and amenities; development and distribution of maps, guides, itineraries, and other visitor resources; regional tourism partnerships and outreach; promotion and support of tourism-generating events and activities; group, meeting, wedding, recreational, and special-event tourism promotion; public relations and media outreach; tourism research and reporting; and other activities reasonably related to operating a Visitor Center, promoting tourism, attracting visitors, encouraging overnight stays, and supporting the visitor economy.

The foregoing describes the general scope of services that may be performed under this Agreement and shall not be construed as requiring the Visitor Center to perform every activity identified herein or to provide any particular service, program, publication, event, campaign, or deliverable unless separately agreed to in writing by the parties. The Visitor Center shall retain reasonable discretion to determine the specific services, activities, programs, marketing methods, staffing, schedules, partnerships, and resources utilized in fulfilling the purposes of this Agreement, taking into consideration available funding, staffing, operational capacity, tourism priorities, and community needs.

Nothing in this Agreement shall require the Visitors Center to undertake activities beyond its available funding or reasonable operational capacity.

2. Payment for Services. The City shall pay the Visitor Center an annual service fee of \$100,000 dollars (\$25,000) per quarter for the three year term of this Agreement using HOT funds. The amount shall be paid to the Visitor Center by the City in Quarterly installments to be paid by the 15th of each quarter for the previous quarters hosting services. The Visitor Center shall provide the City an invoice by the 10th of each quarter. These services are for operational costs to maintain and manage the Visitor Center.

The annual service fee may be reviewed prior to each subsequent fiscal year and may be adjusted by mutual written agreement of the Parties based upon the scope of services, operating costs, tourism needs, available HOT revenues, or other relevant circumstances. Unless otherwise mutually agreed in writing, the annual service fee shall remain \$100,000.

2A. Relationship to HOT Funding Application Process

The Parties acknowledge that this Agreement is a negotiated contract for the operation and management of the Visitor Information Center and the provision of the tourism services described herein, and is separate and distinct from the City's "Application / Request for Funding from Hotel Occupancy Tax Revenue Application Packet" used for grants, events, programs, projects, or other discretionary HOT funding requests. The Application Packet is not incorporated into this Agreement.

Compensation due to the Visitors Center under this Agreement shall be governed by this Agreement and shall not be conditioned upon submission, approval, scoring, matching requirements, reimbursement procedures, funding caps, application deadlines, or other requirements contained in that Application Packet, except to the extent a requirement is expressly incorporated into this Agreement by mutual written amendment or is required by applicable law. In the event of a conflict between this Agreement and the Application Packet concerning Visitor Information Center operations or compensation under this Agreement, this Agreement shall control.

2B. Separate Events, Programs, and Projects

Nothing in this Agreement prevents the Visitors Center from separately requesting HOT funding for an event, festival, advertising campaign, tourism project, program, or other eligible activity outside the scope and compensation of this Agreement. Any such separate request may be subject to the City's then-applicable HOT funding application process.

Funding or approval of such separate requests shall not reduce, offset, replace, or condition amounts otherwise due under this Visitor Information Center Agreement unless the Parties expressly agree otherwise in writing.

2C. Quarterly Reporting

On a quarterly basis, the Visitors Center shall submit to the City: (1) an invoice for the quarterly service fee; (2) a quarterly Profit and Loss Statement; and (3) a brief recap of services and activities performed during the quarter, together with copies of relevant Visitor Information Center publications as documentation of services and activities performed.

These materials shall constitute the Visitors Center's regular quarterly reporting requirements under this Agreement. The Visitors Center shall maintain supporting financial records and may provide reasonable additional information upon request when necessary to clarify a specific expenditure or activity. Supporting documentation shall not be required as part of the regular quarterly submission unless required by applicable law or mutually agreed upon by the Parties.

2D. Payment and Reporting Disputes

If the City identifies a deficiency in a required quarterly submission, the City shall provide written notice identifying the specific deficiency within ten (10) business days of receipt. The Visitors Center shall have fifteen (15) business days to correct the deficiency. Any undisputed amount due under this Agreement shall be paid when due.

3. Independent Status of Chamber. The Chamber personnel performing services under this Agreement shall be under the direct supervision and control of the Chamber and all personnel of the Chamber shall be considered employees or agents of the Chamber and not of the City.

The Chamber shall be responsible for the processing of all benefits or payment liabilities of such employees or agents, including the withholding or payment of personal income or social security taxes, as provided by applicable law, and the payment of worker's compensation premiums.

4. Insurance. The Chamber shall maintain policies of general liability insurance for the duration of the Agreement to protect against liability arising from its performance of this Agreement.

5. INDEMNITY. TO THE EXTENT PERMITTED BY TEXAS LAW, THE Visitor Center SHALL INDEMNIFY AND HOLD HARMLESS THE CITY FROM THIRD-PARTY CLAIMS TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR VIOLATION OF LAW BY THE Visitor Center OR ITS OFFICERS, EMPLOYEES, OR AGENTS IN PERFORMANCE OF THIS AGREEMENT. THE Visitor Center SHALL NOT BE RESPONSIBLE FOR CLAIMS TO THE EXTENT CAUSED BY THE ACTS OR OMISSIONS OF THE CITY OR ITS OFFICIALS, EMPLOYEES, OR AGENTS. NOTHING IN THIS SECTION SHALL REQUIRE EITHER PARTY TO ASSUME LIABILITY THAT CANNOT LAWFULLY BE ASSUMED UNDER TEXAS LAW.

6. Term of Agreement. This Agreement shall be effective from August 20, 2026, through October 1, 2029. Any renewal or extension shall be by mutual written agreement of the Parties.

7. Termination. Either Party may terminate this Agreement upon one hundred eighty (180) days' written notice to the other Party. Early termination for cause shall be limited to a material failure to perform an obligation expressly required by this Agreement, after written notice identifying the failure and a reasonable opportunity to correct it.

Requests for additional documentation, reporting, services, or requirements not expressly required by this Agreement shall not constitute a breach or grounds for termination unless mutually agreed to in writing by both Parties.

Termination shall not relieve either Party of financial or contractual obligations incurred prior to the effective date of termination.

8. Immunity. Nothing in this Agreement shall be construed to expand or limit any immunity, waiver of immunity, right, remedy, defense, or limitation available to either Party under applicable Texas law.

9. Assignment/Non-Transferable. Neither Party may assign or transfer this Agreement or substantially all of its obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Nothing in this provision shall prohibit either Party from utilizing employees, contractors, vendors, or professional service providers in the ordinary course of performing its obligations under this Agreement.

10. Successors and Assigns. This Agreement shall be binding upon and benefit the City and Visitors Center and their respective permitted successors and assigns, subject to the assignment provisions of this Agreement.

11. Execution and Consideration. This Agreement is executed by the Parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.

12. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via facsimile or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

To City of Lago Vista:
City of Lago Vista
Attn: City Manager
PO Box 4727
Lago Vista, TX 78645

With Copy to:
Mr. Bradford Bullock
Messer Fort, PLLC
4201 W. Parmer Ln., Ste. C-150
Austin, TX 78727

To Chamber:
North Lake Travis Chamber of Commerce & Visitors Center
Attn: Allison Sargent
20624 FM 1431 Ste. 6
Lago Vista, TX 78645

13. Cumulative Remedies. All rights and remedies of the Parties under this Agreement shall be cumulative, and none shall exclude any other right or remedy provided by law, or by any other provisions of the Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

14. Waiver of Breach. A waiver by either Party of a breach of the Agreement by the other Party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.

15. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

16. Incorporation of Recitals. The foregoing recitals are incorporated into this Agreement solely for purposes of providing background and context regarding the Parties' intent and shall not create independent obligations beyond those expressly stated in this Agreement.

17. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified, amended or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto. The subject matter of this Agreement is the operation and management of the Visitor Information Center and the provision of tourism, visitor, destination marketing, and related services described herein using legally available Hotel Occupancy Tax ("HOT") funds pursuant to Chapter 351 of the Texas Tax Code.

During the term of this Agreement, the Visitors Center shall serve as the City's designated provider for the operation and management of the Visitor Information Center and the services described herein. The Parties acknowledge the importance of coordinating tourism, visitor, destination marketing, and related activities to promote the efficient use of resources and avoid unnecessary duplication of efforts. The Parties agree to communicate and coordinate regarding activities that substantially overlap with the services provided under this Agreement.

Nothing herein shall prevent the Parties from entering into separate agreements concerning events, projects, memberships, sponsorships, grants, or other matters outside the scope of the Visitor Information Center services covered by this Agreement. This Agreement shall control with respect to the Visitor Information Center services and compensation described herein, and no separate HOT grant or funding application shall be required as a condition of payment under this Agreement.

18. Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas.

19. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. Electronic and facsimile signatures shall have the same force and effect as original signatures.

20. Authority to Execute. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

21. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

22. Savings/Severability. In case 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 provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

23. Representations. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its legal counsel.

24. Statutory Compliance and City Acknowledgment

The Parties agree that HOT funds paid under this Agreement shall be used only for purposes permitted by applicable Texas law. The City acknowledges that it is contracting with the Visitors Center for the operation and management of the Visitor Information Center and the tourism, visitor, destination marketing, and related services described in this Agreement **for the purpose of promoting tourism and the convention and hotel industry.** Nothing in this Agreement authorizes the expenditure of HOT funds for a purpose prohibited by applicable law.

EXECUTED this the _____ day of _____, 2026.

CITY OF LAGO VISTA _____ SHANE SAUM, MAYOR

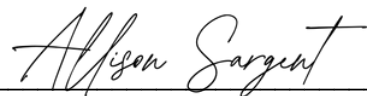
ATTEST:

ROBIN SMITH, CITY SECRETARY BY: _____

APPROVED AS TO FORM:

BRADFORD BULLOCK, CITY ATTORNEY BY: _____

NORTH LAKE TRAVIS CHAMBER OF COMMERCE & VISITOR CENTER BY: _____





August 18, 2026

To: Mayor Saum and City of Lago Vista City Council

Via mail: councilmembers@lagovistatexas.gov

Re: Hotel occupancy tax question presented by the North Lake Travis Chamber of Commerce

Honorable Mayor Saum and City Council:

I am Justin Bragiel, General Counsel for the Texas Hotel & Lodging Association. Our association provides hotel occupancy tax law guidance to Texas local government entities, destination marketing organizations, chambers of commerce, businesses, and other groups. We were asked by the North Lake Travis Chamber of Commerce to provide an opinion as to whether Texas state law allows a municipality to contract with an area chamber of commerce and use municipal hotel occupancy tax (HOT) revenue to support the operation of a visitor information center and the operations of a destination marketing organization, including administrative expenses such as operating expenses, staff salaries, building rent and utilities, etc.

In our opinion, a municipality may contract with an area chamber of commerce and may use municipal hotel occupancy tax revenue to support the operation of a visitor information center and the operations of a destination marketing organization, including administrative expenses, provided the expenses are incurred in connection with a statutorily authorized use such as the operation of a visitor information center, a destination marketing organization, a convention center, or another allowable category of usage.

Under Chapter 351 of the Texas Tax Code, every expenditure of municipal hotel occupancy tax revenue must comply with a two-part statutory test. First, the expenditure must directly promote and enhance tourism and the hotel and convention industry. And second, the expenditure must fit within a statutorily authorized category:

- 1) Convention centers and visitor information centers,
- 2) Costs for registering convention attendees,
- 3) Advertising and conducting solicitations and promotional programs to attract tourists and hotel guests to the area,
- 4) The promotion and application of the arts,
- 5) Historical restoration and preservation projects or activities,
- 6) Wayfinding signage for sights and attractions visited by tourists and hotel guests, and
- 7) Certain transportation costs to transport visitors from hotels to a tourist attraction in or near the municipality.

See Tex. Tax Code §§ 351.101(a) and (b), and 351.110.

Additionally, the Tax Code allows a municipality to use hotel occupancy tax revenue for certain “day-to-day” **operational costs or administrative costs**, provided those costs are incurred directly in connection with one of the above categories. This is codified in § 351.101(e):

“(e) Hotel occupancy tax revenue spent for a purpose authorized by this section may be spent for day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs only if those administrative costs are incurred directly in the promotion and servicing expenditures authorized under Section [351.101](#)(a). If a municipal or other public or private entity that conducts an activity authorized under this section conducts other activities that are not authorized under this section, the portion of the total administrative costs of the entity for which hotel occupancy tax revenue may be used may not exceed the portion of those administrative costs actually incurred in conducting the authorized activities.”

This section of the Tax Code allows a municipality to contract with a third-party entity such as a chamber of commerce or independent destination marketing organization to provide visitor information center services; tourism marketing, advertising, and sales; conference center or convention center operations; event organization and marketing; and other activities that help drive additional tourism and hotel activity. The Tax Code explicitly provides for this ability to contract with a third party under § 351.101(c).

The Texas Hotel & Lodging Association is ready to assist should the City of Lago Vista have any questions or need any guidance. We have sample forms, contracts, policies, and guidance documents regarding hotel occupancy tax revenue use. Please do not hesitate to contact us if we can be of service.

Sincerely,



Justin R. Bragiel

August 2026



City of Lago Vista

Re: FY2026 Hotel Occupancy Tax Funding - Visitors Center Operations

To Whom It May Concern:

Please accept the attached financial report and supporting documentation in connection with the North Lake Travis Chamber of Commerce & Visitors Center's request for the remaining Hotel Occupancy Tax ("HOT") funds budgeted for Fiscal Year 2026.

The City approved \$100,000 in HOT funding for tourism promotion and Visitor Information Center services during the fiscal year. To date, the Visitors Center has received \$38,237.37, leaving a remaining budgeted balance of \$61,762.63.

Attached is our updated QuickBooks Profit & Loss report reflecting expenses from January through June 2026. Over the past several months, we have worked diligently to restructure our accounting system and chart of accounts to better align our financial reporting with HOT requirements. We believe the new structure provides a clearer and more transparent picture of the costs associated with operating the Visitors Center and carrying out tourism-related services. The attached report reflects \$109,600.36 in operational expenses during the first six months of 2026.

To help ensure our understanding of allowable HOT expenditures was consistent with Texas law, we also consulted with Justin Bragiel, General Counsel and Legislative Director for the Texas Hotel & Lodging Association. Our discussions included Texas Tax Code §351.101(e), which addresses certain day-to-day operational and administrative expenses incurred in connection with authorized tourism functions. We have used that guidance in organizing the attached financial information and identifying expenses associated with operating the Visitor Information Center, promoting tourism, marketing the destination, and providing visitor services.

The Visitors Center remains committed to transparency and appropriate accountability for HOT funds while continuing to devote its resources to tourism promotion, visitor services, destination marketing, publications, events, and other efforts that support Lago Vista's tourism economy.

In addition to the financial documentation, we have included marketing, print, publication, and other work samples demonstrating the services and tourism promotion being performed throughout the year. We respectfully request release of the remaining \$61,762.63 in FY2026 budgeted HOT funding so that the Visitors Center may continue carrying out the tourism and visitor services contemplated by the City's approved funding.

Thank you for your consideration.

Sincerely,
Allison Sargent
Executive Director
North Lake Travis Chamber of Commerce & Visitors Center

A handwritten signature in black ink, appearing to read "Allison Sargent", written in a cursive style.

Allison Sargent, Executive Director

APPLICATION

A – FUNDING CONSIDERATIONS CHECKLIST

Name of Event/Activity/Program/Facility: North Lake Travis Visitors Center – Tourism Operations & Destination Marketing

If applicable, date of Event/Activity/Program/Facility: Ongoing / FY2025-2026 / 2027-2029

YES NO

☐

Does your event/activity/program/facility pass Part One of the statutory test define specifically as directly enhancing and promoting visitors in Lago Vista AND directly enhancing and promoting the convention and hotel industry in Lago Vista?

The North Lake Travis Visitors Center directly enhances and promotes tourism and the hotel industry in Lago Vista by providing visitor information, promoting Lago Vista lodging, attractions, restaurants, recreation, events and local destinations, and marketing Lago Vista and the North Lake Travis area to visitors outside the community.

YES NO

☐

Does your event/activity/program/facility pass Part Two of the statutory test, defined specifically as fitting into one or more of the following categories?

Please check which category or categories:



Convention center facilities or visitor information centers



Facilities, personnel and materials for registration of convention delegates



Advertising and conducting solicitations and promotional programs to attract tourists and convention delegates



Promotion of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording



Historical restoration and preservation projects or activities, or advertising and conducting solicitations and promotional programs to encourage tourists to visit preserved historic sites or museums in the area



Funding signage directing the public to sights and attractions that are frequently visited by hotel guests



Funding City or privately owned and operated transportation systems to: (a) transport tourists from hotels in and near the city to touristic attractions in or near the city, (b) the commercial center of the municipality, (c) other hotels in or near the municipality, and (d) a convention center in the municipality. The law specifically prohibits the use of the local hotel tax to cover the costs for a transportation system that serves the public.

YES NO

- ☒ ☐ Is your application filled out thoroughly and completely, and are all required pages attached? **Application complete and required pages attached.**
- ☒ ☐ Is your request for funding in accordance with the maximum funding guidelines?
Request complies with maximum funding guidelines, subject to the City's treatment of the previously approved allocation.
- ☒ ☐ If applicable, have you submitted the Post-Funding Analysis and proofs of payment for last year's event/activity/program/facility?
Prior Post-Funding Analysis, depending on what was required under the prior agreement.
- ☒ ☐ If applicable, have you returned or repaid the City for any previous funds not used or not used lawfully? **No previous funds requiring repayment.**
- ☒ ☐ Have you documented how you will accurately track out-of-town guests, showing that your event/activity/program/facility will attract tourists that will directly support visitors and the hotel and convention industry in the area? **Q1 + Q2 of Visitors Center Operations attached**
- ☒ ☐ Is your request for fifty percent (50%) or less of your total projected gross revenue from the event/activity/program/facility?
- ☒ ☐ If you are applying under the Advertising category, is your request for fifty percent (50%) or less of your total projected advertising expenditures and have you documented your advertising budget?
- ☒ ☐ Is your request no more than a one-to-one match for your event/activity/program/facility and does your application list anticipated matching funds?
- ☒ ☐ If you are applying under the Advertising category, have you met the local requirement that advertising must be accomplished ***in advance*** of the event/activity/program/facility, and must utilize legitimate media for promotion outside of the area, i.e. direct mail, newspapers, magazines, radio, television, billboards, internet advertising?

B – FUNDING REQUEST

Organization Information

Date: August 2026

Name of Organization:

North Lake Travis Chamber of Commerce & Visitors Center

Address:

20624 FM 1431 ste 6

City, State, Zip:

Lago Vista, TX 78645

Contact Name:

Allison Sargent, Executive Director

Contact Phone Number:

512-267-7952

Contact Email Address:

executivedirector@nltchamber.org

Website for the Event/Activity/Program/Facility?

NLTCHAMBER.ORG

Is your organization:



Non-Profit



Private/For Profit

Tax ID #: EIN: 74-2470396

Organization's Creation Date: 09/30/1990

Purpose of your organization: LAGO VISTA CHAMBER OF COMMERCE AND CONVENTION & VISITORS BUREAU
DBA
NORTH LAKE TRAVIS CHAMBER OF COMMERCE & VISITORS CENTER

The North Lake Travis Chamber of Commerce & Visitors Center promotes economic vitality, tourism and community development throughout the North Lake Travis region. The organization operates the North Lake Travis Visitors Center, provides visitor and destination information, promotes Lago Vista lodging, attractions, recreation, events and businesses, develops tourism marketing and publications, and works regionally to increase awareness of Lago Vista and the North Lake Travis area as a destination.

Event/Activity/Program/Facility Information

Name of Event/Activity/Program/Facility:

North Lake Travis Visitors Center – Tourism Operations & Destination Marketing Partner

Date of Event/Activity/Program/Facility:

Ongoing Facility / FY2025-2026

Primary Location of Event/Activity/Program/Facility:

North Lake Travis Visitors Center, Lago Vista, Texas

Amount of HOT Funding Requested:

\$61,762.63

Date by which HOT Funding will be needed?

August 19, 2026

FUND USAGE: How will the funds be used, if awarded? Please describe in detail.

HOT funds have been used for eligible costs directly attributable to the operation of the North Lake Travis Visitors Center and the advertising and promotion of Lago Vista as a tourism destination. Eligible expenditures include the qualifying portion of Visitors Center personnel costs, facility rent and utilities, office and visitor-service supplies and equipment, technology and software, internet and communications, tourism publications, print and digital advertising, website expenses, signage, promotional materials and other documented expenditures directly related to visitor services and tourism promotion. Supporting financial records, invoices and proofs of payment are maintained to document actual expenditures.

Primary Purpose of Funded Event/Activity/Program/Facility:

To operate a visitor information center serving Lago Vista and the North Lake Travis area and to increase tourism and overnight visitation through visitor services, destination information, tourism advertising and promotional programs.

Check which statutory categories apply to the funding request AND the amount requested under each category: **Convention center facilities or visitor information centers:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both;

☒ \$ ~~P & L attached. This report is not the North Lake Travis Chamber of Commerce & Visitors Center's complete Profit & Loss Statement. It is an expense detail report extracted from the Chamber's accounting records and includes only those expenses identified as eligible for reimbursement under the City of Lago Vista Hotel Occupancy Tax Fund Policy and Texas Tax Code Chapter 351. The Chamber's full Profit & Loss Statement contains additional operating expenses and revenue that are not included in this reimbursement request.~~

☒ **Registration of convention delegates:** the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;

\$ ~~Print advertising, Digital media, Tourism website, Publications, Tourism printing, Promotional materials, Tourism/event marketing P & L shows \$5,144.82 specifically under print advertising and another \$4,420.57 under marketing.~~

☒ **Advertising, and conducting solicitations and promotional programs to attract tourists and convention delegates:** advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;

☐ **Promotion of the arts:** the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, and exhibition of these major art forms;

☐ **Historical restoration and preservation projects or activities:** historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums: (a) at or in the immediate vicinity of convention center facilities or visitor information centers; or (b) located elsewhere in the municipality or its vicinity that would be frequented by tourists and convention delegates;

☐ **Signage:** Funding of signage directing the public to sights and attractions that are frequently visited by hotel guests. Must comply with all signage regulations.

☐ **Transportation systems for Tourists:** Funding City or privately owned and operated transportation systems to: (a) transport tourists from hotels in and near the city to touristic attractions in or near the City, (b) the commercial center of the municipality, (c) other hotels in or near the municipality, and (d) a convention center in the municipality. The law specifically prohibits the use of the local hotel tax to cover the costs for a transportation system that serves the general public.

Questions for ALL Funding Requests

How many years have you held this event/activity/program?

Ongoing year-round Visitor Center facility and tourism program.

Expected attendance:

Approximately 786 annual walk-in visitors based on January-June 2026 actual visitor traffic. The Visitors Center also serves a substantially larger audience through telephone, email, website, social media, publications and tourism outreach.

How many people attending the event/activity/program/facility will use Lago Vista hotels, motels, inns, or bed-and-breakfast establishments?

The Visitors Center actively provides lodging information and referrals to visitors and is implementing enhanced visitor tracking to better identify overnight stays and lodging referrals.

How many nights will they stay?

N/A – This request supports a year-round Visitor Information Center facility and tourism promotion program and is not associated with a single event.

Do you reserve a room block for this event/activity/program/facility at an area hotel and, if so, for how many rooms and at which hotels?

N/A – This request supports a year-round Visitor Information Center facility and tourism promotion program and is not associated with a single event.

Has the organization previously received HOT funding from the City of Lago Vista? Yes or No YES.

If yes, what year(s) More than 15+ years, amount: \$ Approx \$48,000 annually,
and for what purpose: Visitors Center Operations + Events

List major events/projects that this organization or applicant has organized and hosted.

North Lake Travis Visitors Center operations; North Shore Navigator tourism/community publication; Lago Fest participation and promotion; Moonlight Open Golf Tournament; Boots & Bubbly NYE celebration, monthly luncheons and networking mixers; all community and tourism events; regional tourism partnerships; visitor information distribution; and ongoing destination marketing for Lago Vista and the North Lake Travis area.

Additional information such as schedules, financial statements, or other information may be asked to be provided.

Questions for Facilities

Answer the following only if the funding request is for a permanent facility such as a museum or visitor center.

Expected Attendance Monthly/Annually:

Approximately 66 walk-in visitors monthly Mon-Fri 9 - 5pm / approximately 786 annually, based on actual January-June 2026 Visitor Center traffic.

In addition to physical walk-in visitors, the Visitors Center documented 657 telephone inquiries and 1,040 email correspondences during Q1 and Q2 2026, demonstrating significant visitor-service activity beyond physical attendance.

Documented 2,090 direct service interactions in six months if we count calls + emails + walk-ins.

Questions for Events

If your request is not for an event, please continue to the following section, Questions for Programs

Is this request for an event? (Yes or No) **NO**

Has this event been held previously? (Yes or No) _____

If Yes, please complete the following: Location:

Date(s):

Month/Year Held, Assistance Amount, Number of Hotel Rooms Used:

How will you measure the impact of your event on area hotel activity?

Please list all other organizations, government entities, and grants that have offered financial support to your event/activity/program/facility:

**North Lake Travis Chamber of Commerce operating revenues; City of
Jonestown; membership and partnership revenues; advertising and
publication revenues; sponsorships; program and event revenues; and other
private/community support.**

Please check all promotion efforts your organization is coordinating

2026-04-07 HOT Fund Policy – Draft V2

- ☒ Internet
- ☒ Newspaper
- ☐ Radio
- ☐ TV
- ☒ Press releases to media
- ☒ Direct mailing to out-of-town recipients
- ☒ Other **Social media, regional tourism partnerships, Visitors Guide, North Shore Navigator and printed visitor materials**

What specific geographic areas do your advertising materials and promotions reach?

Lago Vista, North Lake Travis, the greater Austin metropolitan area and surrounding Central Texas communities, with additional statewide and out-of-area reach through internet advertising, social media, tourism publications and regional tourism partnerships. The Visitors Center actively collaborates with neighboring Chambers and Visitors Centers to expand Lago Vista's visibility to visitors throughout the region.

What number of individuals *located in another city or county* will your proposed marketing reach?

Q1 documents partnerships with Burnet, Marble Falls, Lake Buchanan/Inks Lake and Leander.

Q2 documents Liberty Hill, Cedar Park, Marble Falls, Lake Buchanan/Inks Lake and Leander.

See attached digital, website, social media, publication and distribution analytics.

Questions for Programs

Please complete this section if the funding request is NOT for an event or facility.

Date of completion for the proposed program:

N/A – Request is for an ongoing Visitor Information Center facility and associated tourism promotion activities.

Is the request to promote the arts? (Yes or No) **NO**

If yes, please explain:

Is the request to fund historical restoration or preservation? (Yes or No) **NO**

If yes, please explain:

Required Additional Information

The following required information must be included for a submission to be considered complete, unless waived by City Council during the application process:

- Budget for the proposed event/project, including all revenue sources and expenditures
- Organization financial statements from the previous two years, if available
- Articles of Incorporation
- By-Laws
- Board Members – names and titles

Additional information such as schedules, or other information may be asked to be provided.

Application Packets must be returned in accordance with the deadlines of submission referenced in Attachment A to the City Manager at charles.west@lagovistatexas.gov.

Attachment A – HOT Funding Budget & Expense Allocation

P&L with expenses divided between:

§351.101(a)(1) – Visitor Information Center

§351.101(a)(3) – Advertising & Tourism Promotion

Attachment B – January-June 2026 P&L

Total expenses: \$109,600.36.

Attachment C – Q1 Visitor Center Report

Attachment D – Q2 Visitor Center Report

Attachment E – Tourism Marketing Samples

Visitors Guide

North Shore Navigators Issues 1 - 7

Tourism webpages

Social media

Event/tourism advertising

Maps/brochures

Regional visitor materials

Attachment F – Visitor Center Photographs

Front/exterior

Visitor information area

Brochure racks

Maps

Lodging information

Tourism displays

Attachment G – Organization Documents

Articles:

Bylaws - Attached

Board roster - JUSTIN LOUCKS, BARBARA SHALLUE, BRITTNEY TERRY, JESSICA GARRARD, DONNIE NORMAN, JON AWTRY, ADRIENNE JOHNSON

Financial statements - 2020-2026

2026-04-07 HOT Fund Policy – Draft V2

C – PUBLICITY FACT SHEET

Please provide the following information so that your event/activity/program/facility can be promoted accurately and effectively by the City of Lago Vista. Return the completed form along with the at

organization logo or event/activity/program/facility flier to the City Manager
charles.west@lagovistatexas.gov.

Name of the event/activity/program/facility: North Lake Travis Visitors Center

Date(s) of event/activity: Year-Round

Sponsoring organization: North Lake Travis Chamber of Commerce & Visitors Center

Admission charge, if any: Free

Group rates, if available: N/A

Location of event/activity/program/facility: 20624 FM 1431 Ste 6 Lago Vista TX 78645

Hours of operation: Monday - Friday. 9 AM - 5 PM, Often weekends and extended afterhours.

Free/paid parking, availability of parking: Free parking available

Brief publicity description [Please include, in fifty (50) words or less, what you want the public to know about your event/activity/program/facility]

The North Lake Travis Visitors Center serves Lago Vista visitors year-round with information about lodging, dining, recreation, attractions, events and local destinations. Through in-person assistance, tourism publications, regional partnerships and destination marketing, the Center encourages visitors to explore Lago Vista, extend their stay and experience more of the North Lake Travis area.

Publicity contact person: Allison Sargent

Contact's telephone number: 512-267-7952 Office

Contact's email address: executivedirector@nltchamber.org

Website: nltchamber.org

The information in this application above is within the knowledge of the individual signing this application and the signatory has reviewed the above information prior to signing. Applicant understands that such information is being relied upon by the City of Lago Vista in making any determinations regarding this application. By signing below, the individual signing this application declares, under penalty of perjury, that the above listed information is true and correct.

Authorized Signatory

Date Signed

POST-FUNDING ANALYSIS AND PROOFS OF PAYMENT ORGANIZATION INFORMATION

Date:

Name of organization:

Address:

City, State, Zip:

Contact:

Contact Phone Number:

Contact Email Address:

EVENT/ACTIVITY/PROGRAM/FACILITY INFORMATION

Name of funded event/activity/program/facility: _____

Date of funded event/activity/program/facility held: _____

Primary location(s) of funded event/activity/program/facility:

Primary purpose of funded event/activity/program/facility:

Amount received from the City's HOT funds: _____

Amount spent out of the City's HOT funds: _____

Specific explanation of how HOT funds were spent: _____

How many years have you held this event/activity/program/facility?

How many people did you predict would attend this event/activity/program/facility? [Note: this must be the number you submitted in the Application]

How many people *actually attended* the event/activity/program/facility?

How many room nights were generated at Lago Vista area hotels, motels, inns, and bed-and-breakfast establishments by attendees of this event/activity/program/facility?

If this event/activity/program/facility has been funded by HOT funds in the last three (3) years, how many room nights were generated at Lago Vista area hotels, motels, inns, and bed-and-breakfast establishments by attendees of this event/activity/program/facility?

Last Year: _____

Two Years Ago: _____

Three Years Ago: _____

What method did you use to determine the number of people who booked rooms at Lago Vista area hotels, event/activity/program/facility? [For example, room block usage information, survey of hoteliers, etc.]

Was a room block established for this event/activity/program/facility at an area hotel and, if so, did the room block fill?

If the room block did not fill, how many rooms were picked up? _____

Please check all efforts your organization used to promote this event/activity/program/facility, and how much money was actually spent in each category not just spending related to HOT funds received:

- | | |
|---|----------|
| ☐ Internet | \$ _____ |
| ☐ Newspaper | \$ _____ |
| ☐ Radio | \$ _____ |
| ☐ Press Releases | \$ _____ |
| ☐ Direct Mail | \$ _____ |
| ☐ Other | \$ _____ |

What new marketing initiatives did you utilize to promote hotel and convention activity for this event/activity/program/facility?

Attach actual documents showing how Lago Vista was recognized in your advertising/promotional campaign.

Attach actual documents showing all forms of advertising/promotion used in your campaign. If the item itself does not indicate the medium used (i.e. radio, TV, print, or mail) or exactly where the advertising took place, please include other information that would show the location of the advertising and medium utilized.

Attach actual invoices, receipts, and proofs of payment for ALL expenditures on which HOT funds were used in whole or in part.

What Lago Vista businesses did you utilize for food, supplies materials, printing, etc.?

If event-related, how many individuals actually participated in the event/activity/program/facility?

If event-related, how many participants were from another city or county?

By signing below, the individual signing this document declares, under penalty of perjury, that the foregoing information is true and correct.

Authorized Signatory

Date Signed

This Post-Funding Analysis must be completely and accurately filled out and returned no later than sixty (60) days after the event / activity / program / facility to the City Manager at charles.west@lagovistatexas.gov.

All invoices and proofs of payment must be attached. If the total amount of the HOT funds were not used or were not lawfully used, then those funds must be returned or repaid to the City of Lago Vista with this Post-Funding Analysis.

Attachment A

Application Timeline

There will be two invitations for Hotel Occupancy Tax applications. Timelines for each invitation will be according to this attachment which will be updated annually by the City Manager or her/his designee.

The first application timeline in which a maximum of seventy-five percent (75%) of the yearly allocation of Hotel Occupancy Tax funding may be awarded will be as follows:

May 1	Application submission deadline at 5:00 p.m.
May 2-15	City staff review of applications for administrative completeness and basic requirements.
May 16– July 15	City Council discussion of HOT funding requests.
September (2 nd CC Meeting)	City Council to consider approval of funding recommendations for the Fiscal Year Budget.
October 1	Funds available for distribution according to application request.

The second application timeline on which the remaining amount of the yearly allocation of Hotel Occupancy Tax funding may be awarded will be as follows:

January 2	Application submission deadline at 5:00 p.m.
January 3-15	City staff review of applications for administrative completeness and basic requirements.
January 16 – March 16	City Council discussion of HOT funding requests.
April (2 nd CC Meeting)	City Council to consider approval of funding recommendations for the Fiscal Year Budget.
Funds available for distribution according to application request.	

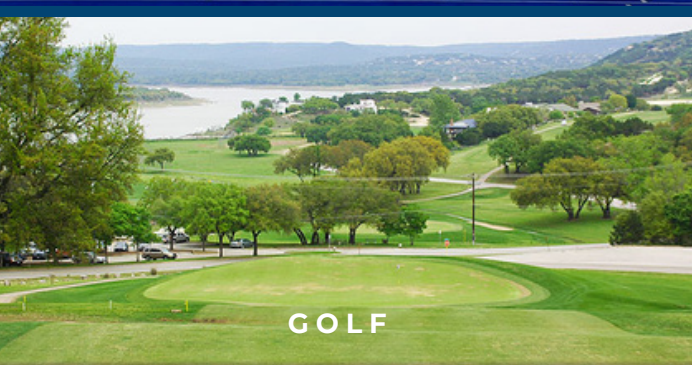
The maximum funding percentages may be changed at the discretion of City Council at any time. The city deadlines are an estimate based on optimum circumstances related to the review, approval, and execution of the program and its agreements. These items could be delayed based on a variety of factors. Please email the City Manager at charles.west@lagovistatexas.gov if you have any questions about this program.



LAKE TRAVIS



LIFE OUTDOORS



GOLF

The Big Picture



★ LAKE TRAVIS

1 AUSTIN

2 FORT WORTH

3 SAN ANTONIO

4 CORPUS CHRISTI

5 HOUSTON

6 EL PASO

7 LUBBOCK

8 AMARILLO

9 DALLAS

“Life’s Better on the North Shore”

Stop by the Visitors Center for your map and more North Lake Travis area information.

VISITORS CENTER

20624 FM 1431 Suite 6
Lago Vista, TX 78645

GIVE US A CALL!

(512) 267-7952
info@nlitchamber.org

North Lake Travis

JONESTOWN
LAGO VISTA
POINT VENTURE



NORTH LAKE TRAVIS
CHAMBER & VISITORS CENTER

Visitors Guide & Map

Taste of the North Shore

SCAN QR CODE TO VIEW
OUR LOCAL EATERIES



The North Shore Pour

BREWERIES

Lago Vista Brewing Co.
(512) 992-0030

WINERIES

Flat Creek Estate Winery & Vineyard
(512) 267-6310

NIGHT CAP

Alba Wine Bar
18700 RM 1431, Jonestown

The Island Bar & Grill
(512) 284-7810

Lucky Rabbit
(512) 382-5035

Caddie Shack Sports Bar
(512) 267-2768

Solstice Coffee & Cocktails
(512) 277-5472

4th Quarter Bar & Grill
(512) 294-2945

Copperhead Grill
(512) 284-7825

The Bunker Bar & Grill
(512) 660-5209



Outdoor Recreation

HIKING

Canyonlands Trail Park
Jonestown

Warbler Vista Trails
Balcones Wildlife Refuge

Quarry Canyon Trail
Balcones Wildlife Refuge

Vista Knoll Trailhead
Balcones Wildlife Refuge

Ridgeline Trailhead
Balcones Wildlife Refuge

Arkansas Bend Park
Lago Vista

SPORTING

Oak Ridge Archery

Lago Vista Golf Course

Point Venture Golf Course

LAKE ACCESS

Arkansas Bend Park

Turkey Bend Recreation Area

Glouster Bend Recreation Area

*note the lake access points
listed above are Texas State
Parks and require day passes

Calendar of Events

SCAN QR CODE TO VIEW
OUR UPCOMING EVENTS



Explore More

INKS LAKE/LAKE BUCHANAN
LAKE ACCESS/STATE PARKS

GRUENE
HISTORIC DANCE HALL

FREDERICKSBURG
TEXAS WINE COUNTRY

LLANO
HISTORIC DOWNTOWN

BURNET
WILDFLOWERS GALORE

MARBLE FALLS
HILL COUNTRY ART SCENE

DRIPPING SPRINGS
TOURABLE DISTILLERIES

WIMBERLEY
CHARMING TOWN SQUARE



Welcome to Our Visitors Center

North Lake Travis Chamber of Commerce

We invite you to stop by and explore everything our community has to offer. Our visitors center is your gateway to local events, businesses, maps, and hospitality — all in a warm and welcoming space.



Welcome desk & community resource displays



Brochures, local guides & community merchandise



Event merchandise, gifts, tote bags & area reading nooks



Coffee station & comfortable lounge seating

What You'll Find Inside

- ❖ Local brochures & travel guides
- ❖ Community + event merchandise & gifts
- ❖ Comfortable seating & Wi-Fi
- ❖ Area maps & visitor resources
- ❖ Complimentary coffee & refreshments
- ❖ Friendly staff ready to assist

North Lake Travis Chamber of Commerce
Profit and Loss
January - June, 2026

	<u>Total</u>
Expenses	
5300 Advertising Expense	
5305 Print Advertising Expense	5,144.82
Total 5300 Advertising Expense	\$ 5,144.82
6000 Payroll Expenses	
6005 Salaries and Wages	60,252.67
6020 Social Security Tax	3,735.67
6025 Medicare Tax	873.66
6030 FUTA	126.00
6035 SUTA	97.20
Total 6000 Payroll Expenses	\$ 65,085.20
6100 General and Administrative	
6101 Office Supplies	2,451.84
6102 Office Equipment	2,314.01
6103 Postage and Delivery	74.27
6104 Printing	735.11
6105 Computer and Software	4,139.95
6110 Internet	900.00
6111 Telephone	481.62
6119 Networking Expenses	453.79
6121 Merchant Account fees	2,474.32
6125 Continuing Education/Trainings	1,425.31
Total 6100 General and Administrative	\$ 15,786.34
6200 Travel Expense	
6210 Hotels	1,509.19
6225 Gas	217.74
6230 Conferences and Training	1,981.01
6235 Travel - Meals	100.09
Total 6200 Travel Expense	\$ 3,808.03
6300 Insurance	
6310 Business Liability Insurance	901.00
Total 6300 Insurance	\$ 901.00
6400 Marketing Expense	
6405 Digital Media	478.65
6410 Website	1,156.84
6415 Publications	159.54
6425 Uniforms	206.09
6430 Signage	2,179.16
6435 Event Expense	142.34
6440 Promotional and Marketing Supplies	97.95
Total 6400 Marketing Expense	\$ 4,420.57
6500 Rent Expense	
6505 Office Rent	12,519.98
6510 Storage Unit Rent	868.42
6515 Utilities	1,066.00
Total 6500 Rent Expense	\$ 14,454.40
Total Expenses	\$ 109,600.36

Monday, Jul 27, 2026 04:04:53 PM GMT-7 - Cash Basis



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	September 3, 2026
SUBMITTED BY:	Shane Saum, Mayor
SUBJECT:	Discussion and possible action regarding approval to reallocate up to \$20,600.00 in current FY 2026 fiscal year funding for Bowden Point art pieces, the placement of a sculpture purchased through donations and grants to KLVb, and clarification of Keep Lago Vista Beautiful’s status within the City of Lago Vista’s organizational structure.
BACKGROUND:	KLVb is requesting authority to reallocate up to \$20,600 toward interactive and other art pieces for Bowden Point. Additionally, they seek permission to place a piece of sculpture at the corner of Lohman Ford and Boggy Ford and are seeking clarification on their city status.
FINDINGS:	City Council approved \$34,200 for the 25-26 budget for KLBV. To date, the City has paid out \$9,720.23. That leaves a balance of \$24,479.77 if council so chooses to approve the change in allocation that will leave them with \$3,879.77 available to still be reimbursed until the end of September. All funds are in one line item (10-511-4800) so a budget amendment would not be needed. According to the City’s website, KLVb was established by Mayoral Proclamation in 1992 as a committee of the City of Lago Vista. Recent research into how to best partner or contract with KLVb has brought questions of what is the best arrangement. KLVb is asking the City to give feedback.
ATTACHMENTS:	KLVb request.pdf

Good morning gentlemen,

I'm writing with three items I hope will receive your urgent, prompt consideration; approval to reallocate up to \$20,600.00 in current FY 2026 fiscal year funding for Bowden Point art pieces, the placement of a sculpture purchased through donations and grants to KLVB, and clarification of Keep Lago Vista Beautiful's status within the City of Lago Vista's organizational structure.

Funding Reallocation Request

We request authority to reallocate up to \$20,600 toward interactive and other art pieces for Bowden Point.

These funds would come from the following:

For the current fiscal year, KLVB received city approval in the amount of \$9000 for an artistic sign at Bowden point, and we now feel those funds could be put to better use.

City Council also approved \$9,000 for a Bowden Point footbridge. I understand that this improvement is now included in a proposed project the City Secretary will bring before Council soon.

The Council approved \$2,600 for Ann Murrow 4th of July Circle Park. At the request of the former Parks and Recreation Director, we held off on those improvements because future park development was being planned for that site.

Together, these three amounts—\$9,000, \$9,000, and \$2,600—total the \$20,600 we are requesting authority to reallocate. See summary below:



PROJECTS:	
Bowden Point Sign	\$9,000
Bowden Point Foot Bridge	\$9,000
Ann Murrow 4th July Circle Park:	-
Masonry, Texas sage bed	\$ 1,300
Drip Irrigation	\$ 250
Mulch	\$ 350.
Swing set	\$ 700

These are links to the pieces we are looking at purchasing with the reallocated funds:

[Street Quartet - Percussion Play, Griffin Outdoor Musical Park Instrument - Freenotes Harmony Park | WillyGoat Playgrounds, Contrabass Chimes Outdoor Musical Park Instrument - Freenotes Harmony | WillyGoat Playgrounds](#)

Donation of a Sculpture to the City of Lago Vista from Keep Lago Vista Beautiful

The third item is clarification of KLVB's organizational status. According to the City's website, KLVB was established by Mayoral Proclamation in 1992 as a committee of the City of Lago Vista. Based on my research, the original documents have not been digitized but should be in the City's paper archives. My understanding is that KLVB is not a separate entity, KLVB has long used the City's tax-exempt number for purchases, but we are now prohibited from doing so. Several factors support KLVB's connection to the City: we have a City Council liaison, have worked with past Parks and Recreation Directors, present our work and projects to City Council for approval, and work only on City property. We would appreciate clarification so we know how best to coordinate with the City going forward.

Respectfully,

130



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 3, 2026

SUBMITTED BY: Shane Saum, Mayor

SUBJECT: Discussion and possible action regarding next steps for a proposed park at 21003 Dawn Drive, including initiating the re-zoning process.

BACKGROUND: In 2024, City Council approved an amendment to the Future Land Use Map to change 21003 Dawn Drive (LAGO VISTA, SECTION 1, BLOCK C, LOT 1) from "LOW DENSITY RESIDENTIAL" to "CITY PARK." However, it has been brought up that the City may not have gone through the re-zoning process. As some on City Council have asked this proposed park to be included in the CIP, it could be prudent to initiate the zoning process, prior to funding the project. This process would give landowners around the project to weigh in on its intended use, as well as properly zone the property if the City chooses to move forward with the park project.

FINDINGS: See attached proposal and 2024 FLUM amendment.

ATTACHMENTS:

[Cover Sheet_PRAC-KLVB Presentation_CC Meeting 06.04.2026.pdf](#)
[Parks.pdf](#)

[24-09-05-03 Amend FLUM from Low Density Residential to City Park, 21003 Dawn Drive.pdf](#)

Agenda Item Cover Sheet

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 4, 2026

SUBMITTED BY: Councilor Van Ness, City Council

SUBJECT: Consider, discuss, and take action on joint KLV B – PRAC Recommendations for continued development of Bowden Point Park and Phase 1 development of Dawn Circle Park.

BACKGROUND: KLV B presented multiple options for continued beautification and park development of Bowden Point Park to City Council. City Council provided feedback and directed KLV B to review and coordinate with the Parks and Recreation Advisory Committee (PRAC) for PRAC review and recommendations. City Council also directed the Parks and Recreation Director, with PRAC input, to develop an alternative, iterative approach for the development of Dawn Circle Park, with special emphasis on a Phase 1 development plan that would enable additional, future development of park amenities. City Council discussed the possibility of leveraging funds from the Tree Mitigation Fund for these park development-related efforts.

Working in coordination, PRAC, KLV B, and the Parks and Recreation Director have developed the following recommendations for presentation to, and consideration and possible action by, City Council:

- Updated project plan and cost estimates for Bowden Point Park Art Walkway;
- Proposed Phase 1 plan and cost estimates for Dawn Circle Park, based on PRAC input on prioritization of amenities and landscape architect recommendations on amenity placement;
- Future potential collaboration opportunities between KLV B and PRAC.

RECOMMENDATION: Approve KLV B – PRAC recommendations as follows:

- Approve Bowden Point Park proposed walkway project and expenditure for FY 2026;
and
- Direct staff to include Phase 1 development of Dawn Circle Park as a CIP project for FY2027.

LAGO VISTA PARK IMPROVEMENT DISCUSSION

6' Wide Decomposed
Granite Trail

Playground With
Engineered Wood
Fiber Mulch (Phase 2)

Picnic Table With
Shade Structure
(Phase 2)

(4) Parking Spaces
- 1 ADA Accessible
- 3 Regular

1 Stall Restroom (Phase 3)

6' Concrete Sidewalk

Dawn Drive

(4) Seat Benches

Concepts & Costs for Bowden Point
& Dawn Circle Park

Existing Vegetation

Existing Trees

Objectives

- Safety
- Accessibility
- Follow Parks Master Plan Vision
- Phased Approach
- Strengthen Community
- Bring Children and Families into our Park System

Dawn Circle Park (Proposed Phases)

Phase 1

Parking lot with concrete entry
DG pathway
Picnic Tables & Benches

Phase 2

Playground & Surfacing
Picnic Shelter & Tables

Phase 3

Restroom (single stall)



Dawn Circle Park, Phase 1

- To include:
 - Perimeter Walkway
 - Parking Lot with accessible spaces
 - Benches/Picnic table
- Goal – Accessibility for central Lago Vista park
- Anchors park system to long term vision at Dawn Drive
 - Ties to eventual plan to connect to Bonanza Park and Community Center
 - Long term vision for park system currently under revision in Lago Vista Parks Master Plan
- Work with KLVB on beautification plan

Dawn Circle – Phase 1 Only

- Estimated Costs: \$117,075
 - General conditions (mobilization and site preparation): \$23,200
 - Parking lot: \$23,285
 - Concrete access & DG Path: \$16,600
 - Site furnishings (Trash receptacles, pet waste stations, benches, ADA picnic table) : \$23,700
 - Landscape (native revegetation): \$6,875



Accessible Art and Garden Walkway

KLVB proposes an ADA accessible concrete pathway to traverse Bowden Point Park

- Visitors can easily wander the park viewing 9 garden beds and sculptures
- Labeled plant beds allow people to learn about native plants for their own gardens, increasing plant propagation in Lago Vista and expanding Hill Country charm.
- Sculptures, donated/provided at a reduced cost, make public art accessible to and easily appreciated by all.



Description	Rate	Qty	Amount
Bowden Point 4' walking path using concrete and dropping to 2in below grade. Approx 1368 linear feet.	\$54,720.00	1	\$54,720.00
New 30' bridge 4' wide using Trex decking and metal handrails	\$11,310.00	1	\$11,310.00
Engineering	\$6,500.00	1	\$6,500.00
Survey	\$3,250.00	1	\$3,250.00

Total

USD \$75,780

Recommendations

Both projects, as “development or improvements of pocket parks”, are eligible for use of existing Tree Mitigation funds (Chapter 14, Section 20(E)(7) of the Zoning Ordinance); therefore, members of the Parks and Recreation Advisory Committee and representatives of Keep Lago Vista Beautiful, therefore, respectfully request that City Council, consider use of such funds to:

- Fund Bowden Point proposed improvements in FY 25–26, and
- Fund Dawn Circle Park, Phase One Improvements as part of the FY 26–27 CIP budget (design approved using existing FY 25–26 “pocket park” funds).

QUESTIONS/DISCUSSION



ORDINANCE NO. 24-09-05-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, AMENDING THE FUTURE LAND USE MAP COMPONENT OF THE 2030 COMPREHENSIVE PLAN ADOPTED BY ORDINANCE NO. 16-05-05-02 AS AMENDED TO CHANGE THE DESIGNATION OF THE PROPERTY AT 21003 DAWN DRIVE (LAGO VISTA, SECTION 1, BLOCK C, LOT 1) FROM “LOW DENSITY RESIDENTIAL” TO “CITY PARK” AND THE DESIGNATION OF APPROXIMATELY 1.612 ACRES OF THE W. HENSLEY SURVEY NO. 538, ABSTRACT 348 AND THE J. MAXEY SURVEY NO. 6, ABSTRACT 2628 FROM “PUBLIC/SEMI-PUBLIC” TO “CITY PARK.”

WHEREAS, the City of Lago Vista, Texas, as the owner of property described as Lago Vista, Section 1, Block C, Lot 1 and the approximately 1.612 acres of the W. Hensley Survey No. 538, Abstract 348 and the J. Maxey Survey No. 6, Abstract 2628, generally located at 21003 Dawn Drive and further identified as TCAD Parcels 177904 and 177907, and has filed an application requesting the change in designation of this property on the future Land Use Map from “Low Density Residential” and “Public/Semi-Public” to “City Park”; and

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

WHEREAS, after giving ten (10) days written notice to the owners of land in and within 200-feet of the area being proposed for a change in designation, as well as having published notice to the public at least fifteen (15) days prior to the date of such hearings, the Planning and Zoning Commission and City Council each held separate public hearings on the proposed designation of the Property included in this Ordinance; and

WHEREAS, the Planning and Zoning Commission at its public hearing held on August 8, 2024 and the City Council at its public hearing held on September 5, 2024, have both reviewed the request and the circumstances of the Property, and find that a substantial change in the circumstances of the Property, sufficient to warrant a change in the designation of the Property on the Future Land Use Map, has transpired; and

WHEREAS, the City, by and through its legislative discretion, has adopted a comprehensive plan for the City of Lago Vista, and having considered and reviewed such comprehensive plan, the City Council finds the amendment approved herein is consistent with the comprehensive plan which shall not be interpreted as inconsistent with this designation; and

WHEREAS, the City desires that development within its corporate limits occur in an orderly manner in order to protect the health, safety, and welfare of its present and future citizens, protect property values and provide for the growth of the City’s tax base; and

WHEREAS, the City desires to control the development standards for the Property, protect third party property owners in the City, and to ensure the benefits of planned development and an enhanced tax base that are achieved through designating the Property; 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, pursuant to Chapter 211 of the Texas Local Government Code, the City has the authority to zone and rezone property including the power to adopt a comprehensive plan to guide its zoning decisions; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City of Lago Vista to adopt this Ordinance.

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact. The Planning and Zoning Commission and City Council find that this Ordinance satisfies the requirements of Section 13 of the City of Lago Vista Zoning Ordinance, codified under Ordinance No. 98-04-27-03, as amended (the "Zoning Code").

Section 2. Enactment. The 2030 Comprehensive Plan (including the Future Land Use Map) adopted by Ordinance No. 16-05-05-02, all other applicable ordinances are hereby modified and amended so that the Future Land Use Map Component of the 2030 Comprehensive Plan by changing the designation of Lago Vista, Section 1, Block C, Lot 1 and the approximately 1.612 acres of the W. Hensley Survey No. 538, Abstract 348 and the J. Maxey Survey No. 6, Abstract 2628, generally located at 21003 Dawn Drive and further identified as TCAD Parcels 177904 and 177907 from "Low Density Residential" and "Public/Semi-Public" to "City Park".

Section 3. Repealer. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the city, the terms and provisions of this ordinance shall govern.

Section 4. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Penalty. Any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances, Section 1.109 General Penalty for Violations of Code; Continuing Violations of the City of Lago Vista, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense.

Section 6. Publication Clause. The City Secretary of the City of Lago Vista is hereby

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

Section 7. Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below in accordance with the provisions of the *Texas Local Government Code* and the City's Charter.

Section 8. Change of Future Land Use Map. The City Manager is hereby authorized to and shall promptly note the change on the official Future Land Use Map of the City of Lago Vista, Texas.

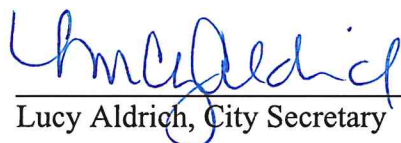
Section 9. Proper Notice and Meeting. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Texas Local Government Code*.

AND IT IS SO ORDERED.

PASSED AND APPROVED this 5th day of September, 2024.


Kevin Sullivan, Mayor

ATTEST:


Lucy Aldrich, City Secretary



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



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 3, 2026

SUBMITTED BY: Shane Saum, Mayor

SUBJECT: Budget Work Session – Discussion and possible action regarding matters related to the proposed City budget, including the Capital Improvement Plan (CIP) and departmental decision packages.

Proposed Budget Planning 2026-2027

<https://www.lagovistatexas.gov/DocumentCenter/View/13483/FY-2026-2027-Proposed-Budget-XLS>

Taxpayer Impact Statement

<https://www.lagovistatexas.gov/DocumentCenter/View/13511/2026>

Tax-Rate-Impact-Statement-PDF

ATTACHMENTS:

[Updated 9.2.26 Decision Packages.pdf](#)

[Bowden Point.pdf](#)

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DECISION PACKAGES DATA - Used for August 20, City Council

DECISION FUND	Not Adopted	Agreed Upon	SUMMARY							
DECISION PACKAGES										
ORGUNIT	FUND	DEPARTMENT	DEPTDIV	STATUS	TITLE	PACKAGE TYPE	PACKAGE GOAL	FY 2026	FY 2027	
10-510	10 GENERAL FUND	ADMINISTRATION	ADMINISTRATION	ACTIVE	EXECUTIVE ASSISTANT	PERSONNEL	EFFICIENCY	\$0	\$95,655	
10-512	10 GENERAL FUND	DEVELOPMENT SERVICES	DEVELOPMENT SERVICES	ACTIVE	DEVELOPMENT SERVICES ENGINEER	PERSONNEL	QUALITY OF SERVICE	\$0	\$153,228	
10-512	10 GENERAL FUND	DEVELOPMENT SERVICES	DEVELOPMENT SERVICES	ACTIVE	ENGINEERING INSPECTOR	PERSONNEL	QUALITY OF SERVICE	\$0	\$114,906	
10-512	10 GENERAL FUND	DEVELOPMENT SERVICES	DEVELOPMENT SERVICES	ACTIVE	PLAN REVIEWER	PERSONNEL	COST EFFECTIVENESS	\$0	\$114,696	
10-512	10 GENERAL FUND	DEVELOPMENT SERVICES	DEVELOPMENT SERVICES	ACTIVE	PROGRAM SUPPORT AND COMMUNITY ENGAGEMENT FUND	NEW SERVICE	QUALITY OF SERVICE	\$0	\$5,000	
10-512	10 GENERAL FUND	DEVELOPMENT SERVICES	DEVELOPMENT SERVICES	ACTIVE	VEHICLE FOR ENGINEERING	NEW SERVICE	EFFICIENCY	\$0	\$45,500	
10-520	10 GENERAL FUND	POLICE DEPARTMENT	POLICE DEPARTMENT	ACTIVE	9 HOUR WORKDAY OVERTIME	PERSONNEL	EFFICIENCY	\$0	\$279,586	
10-520	10 GENERAL FUND	POLICE DEPARTMENT	POLICE DEPARTMENT	ACTIVE	ANIMAL CONTROL / POLICE OFFICER / SRO	PERSONNEL	QUALITY OF SERVICE	\$0	\$115,705	
10-520	10 GENERAL FUND	POLICE DEPARTMENT	POLICE DEPARTMENT	ACTIVE	SCHOOL RESOURCE OFFICER	PERSONNEL	QUALITY OF SERVICE	\$0	\$115,705	
10-530	10 GENERAL FUND	PUBLIC WORKS STREETS	PUBLIC WORKS STREETS	ACTIVE	BACKHOE REPLACEMENT	REPLACEMENT	QUALITY OF SERVICE	\$0	\$155,547	
10-530	10 GENERAL FUND	PUBLIC WORKS STREETS	PUBLIC WORKS STREETS	ACTIVE	FIELD CREW	PERSONNEL	EFFICIENCY	\$0	\$67,965	
10-530	10 GENERAL FUND	PUBLIC WORKS STREETS	PUBLIC WORKS STREETS	ACTIVE	FIELD CREW	PERSONNEL	EFFICIENCY	\$0	\$67,965	
10-530	10 GENERAL FUND	PUBLIC WORKS STREETS	PUBLIC WORKS STREETS	ACTIVE	INDUSTRIAL DRUM- MULCHER	NEW SERVICE	EFFICIENCY	\$0	\$31,817	
10-530	10 GENERAL FUND	PUBLIC WORKS STREETS	PUBLIC WORKS STREETS	ACTIVE	MINI EXCAVATOR	NEW SERVICE	EFFICIENCY	\$0	\$54,805	
10-530	10 GENERAL FUND	PUBLIC WORKS STREETS	PUBLIC WORKS STREETS	ACTIVE	SNOW BLADE ATTACHMENT	UPGRADE	EFFICIENCY	\$0	\$11,470	
10-531	10 GENERAL FUND	SOLID WASTE	SOLID WASTE	ACTIVE	MINI EXCAVATOR	UPGRADE	EFFICIENCY	\$0	\$54,805	
10-534	10 GENERAL FUND	PARKS & RECREATION	PARKS & RECREATION	ACTIVE	PICKLEBALL COURT RESURFACE/RESTRIPE	UPGRADE	QUALITY OF SERVICE	\$0	\$95,000	
10-558	10 GENERAL FUND	INFO TECHNOLOGY	INFO TECHNOLOGY	ACTIVE	SERVER & DATA STORAGE REPLACEMENT	REPLACEMENT	QUALITY OF SERVICE	\$0	\$150,000	Utility Funds
30-559	30 UTILITY FUND	PUBLIC WORKS ADMIN	PUBLIC WORKS ADMIN	ACTIVE	PUBLIC WORKS ENGINEER	PERSONNEL	COST EFFECTIVENESS	\$0	\$194,954	\$194,954
30-565	30 UTILITY FUND	WATER PLANT ONE	WATER PLANT ONE	ACTIVE	TRUCK REPLACEMENT	REPLACEMENT	EFFICIENCY	\$0	\$55,000	\$55,000
30-575	30 UTILITY FUND	SEWER PLANT	SEWER PLANT	ACTIVE	TRUCK REPLACEMENT	REPLACEMENT	EFFICIENCY	\$0	\$55,000	\$55,000
30-577	30 UTILITY FUND	EFFLUENT DISPOSAL	EFFLUENT DISPOSAL	ACTIVE	SKID STEER	NEW SERVICE	EFFICIENCY	\$0	\$70,000	\$70,000
30-582	30 UTILITY FUND	BOOSTER PUMP STATIONS	BOOSTER PUMP STATIONS	ACTIVE	GOLF BALL RENOVATIONS	UPGRADE	QUALITY OF SERVICE	\$0	\$165,050	
30-582	30 UTILITY FUND	BOOSTER PUMP STATIONS	BOOSTER PUMP STATIONS	ACTIVE	GOLF BALL REPAIRS	UPGRADE	QUALITY OF SERVICE	\$0	\$47,000	\$47,000
30-582	30 UTILITY FUND	BOOSTER PUMP STATIONS	BOOSTER PUMP STATIONS	ACTIVE	VIKING TANK RENOVATION	UPGRADE	QUALITY OF SERVICE	\$0	\$263,850	
30-582	30 UTILITY FUND	BOOSTER PUMP STATIONS	BOOSTER PUMP STATIONS	ACTIVE	VIKING TANK REPAIRS	UPGRADE	QUALITY OF SERVICE	\$0	\$25,000	\$25,000
TOTAL								\$0	\$2,605,209	\$446,954

SUMMARY - Revised Thursday, August 20, 2026

DECISION PACKAGES

ORGUNIT	FUND	DEPARTMENT	DEPTDIV	STATUS	TITLE	PACKAGE TYPE	PACKAGE GOAL	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
40-580	40 CAP IMPROVEMENT PROJECTS	CAPITAL IMPROVEMENT	ADMINISTRATION	ACTIVE	ALLEGIANCE TANK REPLACEMENT	UPGRADE	QUALITY OF SERVICE	\$0	\$600,000	\$3,300,000	\$3,200,000	\$2,900,000	\$0	\$0
40-580	40 CAP IMPROVEMENT PROJECTS	CAPITAL IMPROVEMENT	ADMINISTRATION	ACTIVE	CEDAR BREAKS IRRIGATION EXPANSION	UPGRADE	QUALITY OF SERVICE	\$0	\$350,000	\$0	\$0	\$0	\$0	\$0
40-580	40 CAP IMPROVEMENT PROJECTS	CAPITAL IMPROVEMENT	ADMINISTRATION	ACTIVE	EFFLUENT POND IMPROVEMENTS & REHABILITATION	UPGRADE	QUALITY OF SERVICE	\$0	\$5,036,455	\$0	\$0	\$0	\$0	\$0
40-580	40 CAP IMPROVEMENT PROJECTS	CAPITAL IMPROVEMENT	ADMINISTRATION	ACTIVE	LIFT STATION REHABILITATION	UPGRADE	QUALITY OF SERVICE	\$0	\$795,000	\$432,000	\$0	\$0	\$0	\$0
40-580	40 CAP IMPROVEMENT PROJECTS	CAPITAL IMPROVEMENT	ADMINISTRATION	ACTIVE	LVGC IRRIGATION SYSTEM REPLACEMENT	UPGRADE	QUALITY OF SERVICE	\$0	\$1,060,000	\$0	\$0	\$0	\$0	\$0
40-580	40 CAP IMPROVEMENT PROJECTS	CAPITAL IMPROVEMENT	ADMINISTRATION	ACTIVE	PEDESTRIAN SAFETY INITIATIVE	UPGRADE	QUALITY OF SERVICE	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0
40-580	40 CAP IMPROVEMENT PROJECTS	CAPITAL IMPROVEMENT	ADMINISTRATION	ACTIVE	STREET REHABILITATION PROGRAM	UPGRADE	QUALITY OF SERVICE	\$0	\$473,865	\$2,200,000	\$1,600,000	\$0	\$0	\$0
40-580	40 CAP IMPROVEMENT PROJECTS	CAPITAL IMPROVEMENT	ADMINISTRATION	ACTIVE	TALON HYDRO TANK IMPROVEMENTS	UPGRADE	QUALITY OF SERVICE	\$0	\$160,000	\$1,000,000	\$0	\$0	\$0	\$0
40-580	40 CAP IMPROVEMENT PROJECTS	CAPITAL IMPROVEMENT	ADMINISTRATION	ACTIVE	TREE MITIGATION PLANTING	UPGRADE	QUALITY OF SERVICE	\$0	\$73,750	\$0	\$0	\$0	\$0	\$0
40-580	40 CAP IMPROVEMENT PROJECTS	CAPITAL IMPROVEMENT	ADMINISTRATION	ACTIVE	WWTP IMPROVEMENTS	UPGRADE	QUALITY OF SERVICE	\$0	\$820,000	\$5,000,000	\$4,000,000	\$0	\$0	\$0
TOTAL								\$0	\$9,384,070	\$11,932,000	\$8,800,000	\$2,900,000	\$0	\$0

Department: Administration

Decision Package Title: Executive Assistant

What is the purpose of this package?

The purpose of this proposal is to add an Executive Assistant to the city staff to assist the City Manager, City Secretary, and Department Heads with administrative duties.

Salary \$65,439.51

Benefits \$19,352.88

Rewards, Longevity \$439.51

SS Medicare \$5,006.12

TMRS \$5,856.84

Describe the benefits that will be gained from this package.

By providing an Executive Assistant to city staff, the efficiency and services provided to the community, city

What are the revenue enhancements associated with this package?

N/A

What are the consequences of not funding this package?

Without this position, the city staff will continue to fill multiple roles with administrative duties instead of their primary functions. Services to the city can be delayed, and staff will continue to be over-worked in multiple areas.

Summarize new positions in this package.

The purpose of this proposal is to add an Executive Assistant to the city staff to assist the City Manager, City

Line Items

Salary and benefits: \$ 95,655

Overtime:

Other:

Other:

Total: \$ 95,655

Department: Development Services**Decision Package Title: Development Services Engineer****What is the purpose of this package?**

Adds a City Engineer position dedicated to development review to support subdivision, site plan, drainage, and infrastructure evaluation associated with private development activity. The position will reduce reliance on outside consultants, improve review timelines, strengthen technical oversight of infrastructure design, and ensure consistency with City standards and long-term maintenance expectations. This role supports continued growth while protecting public infrastructure investments and maintaining compliance with adopted engineering criteria and state requirements.

Describe the benefits that will be gained from this package.

Establishes in-house technical engineering capacity to review development-related infrastructure plans, resulting in faster review cycles, improved coordination between Planning, Building, and Engineering functions, and stronger protection of City infrastructure systems. The position increases consistency in interpretation of standards, improves responsiveness to applicants, and supports implementation of subdivision regulations, drainage requirements, and utility coordination. It also strengthens institutional knowledge and reduces long-term consultant dependence.

What are the revenue enhancements associated with this package?

While not a direct revenue-generating position, the City Engineer supports development activity that produces permit fees, inspection fees, and long-term property tax base growth. The position also reduces external engineering consulting costs currently incurred for development review services and helps ensure infrastructure is constructed to City standards, reducing future maintenance liabilities and capital replacement costs.

What are the consequences of not funding this package?

Without this position, the City will continue relying on third-party consultants for development engineering review, resulting in higher long-term costs, longer review timelines, and reduced coordination between departments. Limited internal engineering capacity may delay development processing, increase applicant uncertainty, and reduce the City's ability to proactively manage infrastructure quality as growth continues. It may also increase the risk of accepting infrastructure that does not fully align with long-term operational expectations.

Summarize new positions in this package.

Adds a City Engineer position dedicated to development review to support subdivision, site plan, drainage, and

Line Items

Salary: \$115,000

SSI/Medicare: \$8,431

TMRS: \$9,864

Health Ins: \$19,718

Longevity: \$35

Uniform: \$180

Total: \$153,228

Department: Development Services

Decision Package Title: Engineering Inspector

What is the purpose of this package?

Adds an Engineering Inspector position to perform field inspections of public infrastructure associated with private development, capital improvement projects (CIP), and Public Works construction activities. The position reduces reliance on third-party inspection services, improves coordination across departments, and ensures infrastructure is

Describe the benefits that will be gained from this package.

Provides dedicated in-house inspection capacity for streets, drainage, utilities, and related infrastructure constructed through development and CIP projects. The position improves inspection consistency, accelerates project coordination, and strengthens documentation prior to infrastructure acceptance. Shared use across

What are the revenue enhancements associated with this package?

While not directly revenue-generating, the Engineering Inspector reduces expenditures on third-party inspection services and supports timely completion of development projects that generate permit fees and long-term tax base

What are the consequences of not funding this package?

Without this position, the City will continue relying on outside consultants for infrastructure inspections, resulting in higher long-term costs, reduced scheduling flexibility, and limited availability for field verification during critical construction phases. This may delay project acceptance timelines, increase coordination challenges between

Summarize new positions in this package.

Adds one full-time Engineering Inspector position supporting Development Services, Capital Improvement Projects,

Line Items

Salary: 82,000

SSI/Medicare: \$6,136

TMRS: \$7,179

Health Ins: \$19,379

Longevity: \$32

Uniform: \$180

Total: \$114,906

Department: Development Services
Decision Package Title: Plan Reviewer

What is the purpose of this package?

Adds a dedicated Plans Examiner position within Development Services to perform technical review of building permit applications for compliance with adopted building codes and local regulations. The position improves review timelines, supports increased permitting activity, reduces reliance on third-party review consultants, and

Describe the benefits that will be gained from this package.

Provides in-house technical capacity to review residential and commercial construction plans more efficiently, reducing turnaround times and improving customer service. The position strengthens internal coordination across development review disciplines and supports implementation of updated codes and procedures. It also increases consistency in plan review comments, improves communication with applicants, and builds institutional knowledge

What are the revenue enhancements associated with this package?

While not directly revenue-generating, this position supports timely issuance of permits associated with construction activity that generates permit fee revenue and contributes to long-term property tax base growth.

What are the consequences of not funding this package?

Without this position, the City will continue relying on external plan review consultants to maintain review timelines during periods of high permit activity. This increases operational costs, limits scheduling flexibility, and may result in

Summarize new positions in this package.

Adds one full-time Plans Examiner – Development Services position responsible for technical review of residential and commercial permit applications for compliance with adopted building codes and local development

Line Items

Salary: 82,000
SSI/Medicare: \$6,122
TMRS: \$7,163
Health Ins: \$19,379
Longevity: \$32
Total: \$114,696

Department: Development Services**Decision Package Title: Program Support and Community Engagement Fund****What is the purpose of this package?**

Provides flexible program support funding that allows departments to respond to emerging operational needs, improve service delivery tools, and expand public-facing educational initiatives such as Civic Academy. This package strengthens organizational capacity, improves transparency and community engagement, and supports

Describe the benefits that will be gained from this package.

While this package does not directly generate revenue, it supports indirect revenue stability and cost avoidance by improving operational efficiency, reducing processing delays, and strengthening public understanding of City programs and development processes. Educational programming such as Civic Academy also improves community

What are the revenue enhancements associated with this package?

While this package does not directly generate revenue, it supports indirect revenue stability and cost avoidance by improving operational efficiency, reducing processing delays, and strengthening public understanding of City programs and development processes. Educational programming such as Civic Academy also improves community

What are the consequences of not funding this package?

Without this funding, departments will have limited flexibility to support program improvements, purchase small-scale operational equipment, or expand public education initiatives. This may result in slower implementation of strategic priorities, reduced community engagement opportunities, and increased reliance on budget amendments

Summarize new positions in this package.

No new positions are included in this package.

Line Items

Salary: \$5,000

Overtime:

Other:

Other;

Total: \$5,000

Department: Development Services

Decision Package Title: Vehicle for Engineering

What is the purpose of this package?

Provides a dedicated field vehicle to support engineering-related site visits, infrastructure inspections, subdivision review coordination, and Capital Improvement Project (CIP) oversight activities. The vehicle enables staff to efficiently perform field verification of streets, drainage, utilities, and development-related infrastructure while

Describe the benefits that will be gained from this package.

Improves the department's ability to conduct timely field inspections, respond to development-related infrastructure issues, and support CIP coordination activities. A dedicated vehicle increases staff availability for site visits, enhances documentation of field conditions, and strengthens oversight of infrastructure prior to acceptance

What are the revenue enhancements associated with this package?

While this package does not directly generate revenue, it supports more efficient infrastructure inspection and development coordination activities associated with projects that generate permit fee revenue and long-term tax

What are the consequences of not funding this package?

Without a dedicated engineering field vehicle, staff will continue relying on shared vehicles or personal vehicle use for site inspections and project coordination activities. This may limit field availability, reduce inspection efficiency,

Summarize new positions in this package.

No new positions are included in this package.

Line Items

Salary:

Fuels and Lubricants: \$500

Vehicle Purchase: \$45,500

Other;

Total: \$46,000

Decision Package: Overtime Project

What is the purpose of this package?

The purpose of this proposal is to increase the compensation for our police officers in order to remain competitive with neighboring communities, increase the patrol coverage by providing an extra hour each day on patrol, and

Describe the benefits that will be gained from this package.

The purpose of this proposal is to increase the compensation for our police officers in order to remain competitive with neighboring communities, increase the patrol coverage by providing an extra hour each day on patrol, and reducing the number of hours each officer works each shift from their current 12 hour shifts to a 9 hour shift. This increase in patrol coverage provides for a safer community and improved police response capabilities. The ability to be competitive in compensation while at the same time increasing patrol coverage is a benefit to both the officers

What are the revenue enhancements associated with this package?

Based on the current salary budgeted for hourly employees and the actual salary expenditures for current employees, the cost for the 9 hour workday overtime project can be completely funded from salary savings and re-alignment of other budgeted funds. This does not include salary savings from vacant positions.

Current projected cost of this proposal is \$271,455.

Funds moved to 10-520-1274 from existing budget line items:

- \$ 92,000 from 10-520-1230
- \$ 105,586 from 10-520-1405
- \$ 36,000 from 10-520-1220
- \$ 30,000 from 10-525-1274
- \$ 10,000 from 10-520-1450
- \$6,000 from 10-525-4200

What are the consequences of not funding this package?

Without this overtime package, we will continue to lose officers to other agencies with better compensation. Constant turnover places a high demand on training new officers which decreases patrol coverage during new officer

Summarize new positions in this package.

The purpose of this proposal is to increase the compensation for our police officers in order to remain competitive with neighboring communities, increase the patrol coverage by providing an extra hour each day on patrol, and reducing the number of hours each officer works each shift from their current 12 hour shifts to a 9 hour shift. Based on the current salary budgeted for hourly employees and the actual salary expenditures for current employees, the

Line Items

Overtime: \$279,586

Total: \$279,586

Decision Package: Animal Control - SRO

What is the purpose of this package?

The purpose for this proposal is to provide for a full time employee that can provide multiple services to the community. This employee will be a certified, full time police officer to assist on patrol during high volume calls for service, a certified animal control officer to serve as the primary responder for calls for service related to all animal control activities, a certified school resource officer (SRO) that can provide SRO services when the assigned SRO is attending training, court responsibilities, or off due sickness or family emergencies. Currently patrol officers must

Describe the benefits that will be gained from this package.

Animal control responsibilities are a needed service in our community and in our neighbor communities. Filling this position better serves our citizens and may provide opportunities for coordinated efforts with our partners in Jonestown and Point Venture that also need these services.

What are the revenue enhancements associated with this package?

Providing for a certified officer in animal control will reduce the chances of injury to untrained officers currently fulfilling these responsibilities. This reducing the liability to the citizen and costs associated with medical costs and

What are the consequences of not funding this package?

Officers from the Lago Vista Police Department will continue to provide animal control services to the community; however, these services could be delayed when officers are busy handling priority calls for service. The officers and

Summarize new positions in this package.

The purpose for this proposal is to provide for a full time employee that can provide multiple services to the community. This employee will be a certified, full time police officer to assist on patrol during high volume calls for service, a certified animal control officer to serve as the primary responder for calls for service related to all animal

Salary: 70,200
SSI/Medicare: \$5,370
TMRS: \$6,282
Health Ins: \$19,352
Longevity: \$439
Overtime: \$13,162
Uniforms: \$900
Total: \$115,705

Decision Package: School Resource Officer

What is the purpose of this package?

The purpose of this package is to increase the number of school resource officers (SRO) in our community. With this addition, there will now be an SRO on every campus in Lago Vista.

Describe the benefits that will be gained from this package.

Providing a certified SRO on every school campus dramatically decreases the chances of an active shooter in our community. The presence of a marked police unit in front of the school and a uniformed police officer patrolling the campus provides a visible deterrence to actors who are tempted to target the children in our community. Certified peace officers on campus allow for an immediate engagement of suspects attempting to cause injury to students or staff, or attempt to cause property damage or disruption to school services.

In addition, having police officers engage with students and parents daily improves the community relationships between law enforcement and citizens. Children who have a positive experience with police officers have a better chance of reporting issues to an officer when they are a victim. Law enforcement throughout the nation have a difficult time recruiting young people into this profession. SRO's have a unique opportunity to engage in youth and attract them to be interested in a career in law enforcement.

What are the revenue enhancements associated with this package?

The partnership between the Lago Vista Independent School District (LVISD) and the Lago Vista Police Department (LVPD) enable the hiring of an SRO without either party incurring the sole funding responsibility. Although the entire salary funding is listed in this decision package, the LVISD provides approximately 71.5% of the funding for salary. The LVPD provides approximately 28.5% of the funding for salary and handles the supervision and training of the SRO.

What are the consequences of not funding this package?

Without this position, one of the four school campuses will not have an SRO and must hire a less than experienced private security guard to satisfy the statute requirements. Students and staff will not have the benefit of a fully trained and experienced police officer to serve in this capacity and protect our most precious asset, our children.

Summarize new positions in this package.

The purpose of this package is to increase the number of school resource officers (SRO) in our community. With this addition, there will now be an SRO on every campus in Lago Vista.

Line Items

Salary: 70,200

SSI/Medicare: \$5,370

TMRS: \$6,282

Health Ins: \$19,352

Longevity: \$439

Overtime: \$13,162

Uniforms: \$900

Total: \$115,705

According to the re-negotiated contract in 2026, LVISD assumes 71.5% of salary and benefits:

Salary \$70,200

Benefits \$19,352

Rewards, Longevity \$439

SS Medicare \$5,370

TMRS \$6,282

Total = \$101,642

LVISD = 71.5% = \$72,674.75

City of Lago Vista Cost = \$ 28,968.25 + Uniforms & Overtime = \$43,030.25

Department: Public Works**Decision Package Title: Backhoe Replacement****What is the purpose of this package?**

The requested Caterpillar backhoe will replace an existing Case unit currently used by the Street Department that has reached the manufacturer's recommended service hours for major maintenance. Staff has expressed hesitation in proceeding with these repairs due to ongoing issues with poor customer service and prolonged turnaround times from the current service provider, which could impact operational efficiency. Replacing the unit will improve reliability, reduce downtime, and support the department's ability to maintain infrastructure and respond to service needs.

Describe the benefits that will be gained from this package.

Improves reliability, reduces downtime, and ensures the Street Department can efficiently maintain infrastructure

What are the revenue enhancements associated with this package?

non-revenue-generating

cost avoidance and operational efficiency

What are the consequences of not funding this package?

If this package is not funded, the Street Department will continue relying on aging equipment, rentals, or outside contractors for road repairs, ditch cleaning, culvert maintenance, material handling, and storm response. This may

Summarize new positions in this package.

The Street Department is requesting replacement of the existing 2012 backhoe, which has approximately 3,700 operating hours. Due to the age and use of the equipment, continued operation may result in increased repair costs, downtime, and reduced reliability. A dependable backhoe is essential for ditch cleaning, culvert maintenance, road

Line Items

Salary:

Overtime:

Equipment: \$155,547

Other;

Total: \$155,547

Department: Public Works Streets

Decision Package Title: Dawn Dr Light Pole Replacement

What is the purpose of this package?

The purpose of this package is to replace existing street lights with solar-powered lighting in selected areas. The project will improve nighttime visibility and roadway safety while reducing reliance on electrical infrastructure and ongoing energy costs. \$4,000 a pole.

Looking to replace 7

Describe the benefits that will be gained from this package.

The package will improve nighttime visibility and roadway safety while reducing electricity usage, utility costs, and dependence on traditional electrical infrastructure. Solar lighting can also provide reliable illumination in areas where extending electrical service may be costly or difficult.

What are the revenue enhancements associated with this package?

There are no direct revenue enhancements associated with this package. However, solar street lights may reduce long-term electricity and utility costs compared with traditional street lighting.

What are the consequences of not funding this package?

If this package is not funded, the City will continue relying on traditional street lighting and associated electricity costs. Opportunities to reduce long-term energy expenses, improve lighting reliability, and expand lighting in areas where electrical service is difficult or costly may also be delayed.

Summarize new positions in this package.

Line Items

Maintenance/Repairs:

Street Light Installation: \$28,000

Other:

Other:

Total: \$ 28,000

Department: Public Works Streets

Decision Package Title: Deer Creek Cul-De-Sac repairs

What is the purpose of this package?

The purpose of this package is to fund roadway Repairs on Deep Creek to correct existing construction deficiencies that have created safety and maintenance concerns. The project will implement the previously completed engineering recommendations to improve the roadway condition, drainage performance, and long-term reliability of the street.

Describe the benefits that will be gained from this package.

This package will improve roadway safety, correct existing construction deficiencies, and provide a more reliable roadway for residents and emergency access.

What are the revenue enhancements associated with this package?

There are no direct revenue enhancements associated with this package. The project is intended to address an existing roadway safety and infrastructure need while reducing the potential for future maintenance and repair costs.

What are the consequences of not funding this package?

If this package is not funded, the existing roadway deficiencies on Deep Creek will remain unresolved, potentially increasing safety concerns, recurring maintenance needs, and future repair costs as conditions continue to deteriorate.

Summarize new positions in this package.

Line Items

Maintenance/Repairs:

Contract Services: \$75,000

Other:

Other:

Total: \$ 75,000

Department: Public Works Streets
Decision Package Title: Deer Crossing

What is the purpose of this package?

The purpose of this package is to purchase and install deer warning signs in response to a citizen request. The signs are intended to alert motorists to areas where deer may frequently cross the roadway, increasing driver awareness and helping reduce the risk of vehicle-wildlife collisions. 6 signs at \$1200 EA

Describe the benefits that will be gained from this package.

The package will improve driver awareness in areas with frequent deer activity, enhance roadway safety, and help reduce the potential for vehicle-wildlife collisions and related property damage.

What are the revenue enhancements associated with this package?

There are no direct revenue enhancements associated with this package. The primary benefit is improved public safety and increased driver awareness.

What are the consequences of not funding this package?

If this package is not funded, the requested deer warning signs will not be installed, and motorists may have less awareness of areas with frequent deer activity, potentially increasing the risk of vehicle-wildlife collisions.

Summarize new positions in this package.

Line Items

Maintenance/Repairs:

Contract Services: \$7,200

Other:

Other:

Total: \$ 7,200

Department: Public Works

Decision Package Title: Mini Excavator

What is the purpose of this package?

Purchase of a mini excavator with multiple attachments for the Street Department. Equipment will be used for drainage ditch maintenance, drainage cleanouts, debris removal, and Green Center operations. Attachments

Describe the benefits that will be gained from this package.

This package will improve the Street Department's ability to maintain drainage systems, clean ditches, remove debris, and support Green Center operations. The multiple attachments provide flexibility for routine maintenance,

What are the revenue enhancements associated with this package?

This equipment package is not expected to generate direct revenue. However, it may provide indirect revenue enhancements and cost savings by reducing the need for equipment rentals, contracted drainage work, and outside debris-removal services. The mini excavator and attachments will allow Street Department crews to complete more

What are the consequences of not funding this package?

Not funding this package may delay drainage maintenance, storm cleanup, and Green Center operations. The department would continue relying on manual labor, equipment rentals, or outside contractors, which could

Summarize new positions in this package.

As mentioned in the first questions, the pricing for this package is for Mini Excavator, a 24" bucket, a Ditching bucket and Grapple. 4 items.

Specs and pictures are attached. *****THIS IS FOR TWO DEPARTMENTS*** **HALF ON STREETS, HALF ON SOLID WASTE**

Pricing includes Ditching Bucket and rotating Grapple

Line Items

Salary:

Overtime:

Equipment: \$54,805

Other;

Total: \$54,805

NOTE: Total price of this item is \$109,609. For the purposes of the decision package, the cost has been divided

Department: Public Works

Decision Package Title: Snow Blade

What is the purpose of this package?

To request for a Snow Blade attachment

Describe the benefits that will be gained from this package.

A snow blade attachment package provides a cost-effective way to quickly and efficiently clear snow using existing equipment. It improves safety by keeping roads and walkways accessible, increases operational flexibility, and

What are the revenue enhancements associated with this package?

N/A

What are the consequences of not funding this package?

Without funding this package, the city may face slower response times, increased safety risks, and disruptions to

Summarize new positions in this package.

During the past few snow storm, Resident in the community questions why we did not have something of this sort in stock.

Line Items

Salary:

Overtime:

Equipment: \$11,470

Other;

Total: \$11,470

Department: Solid Waste

Decision Package Title: Mini Excavator

What is the purpose of this package?

Purchase of a mini excavator with multiple attachments for the Street Department. Equipment will be used for drainage ditch maintenance, drainage cleanouts, debris removal, and Green Center operations. Attachments

Describe the benefits that will be gained from this package.

This package will improve the Street Department's ability to maintain drainage systems, clean ditches, remove debris, and support Green Center operations. The multiple attachments provide flexibility for routine maintenance,

What are the revenue enhancements associated with this package?

This equipment package is not expected to generate direct revenue. However, it may provide indirect revenue enhancements and cost savings by reducing the need for equipment rentals, contracted drainage work, and outside debris-removal services. The mini excavator and attachments will allow Street Department crews to complete more

What are the consequences of not funding this package?

Not funding this package may delay drainage maintenance, storm cleanup, and Green Center operations. The department would continue relying on manual labor, equipment rentals, or outside contractors, which could

Summarize new positions in this package.

As mentioned in the first questions, the pricing for this package is for Mini Excavator, a 24" bucket, a Ditching bucket and Grapple. 4 items.

Specs and pictures are attached. *****THIS IS FOR TWO DEPARTMENTS*** **HALF ON STREETS, HALF ON SOLID WASTE**

Pricing includes Ditching Bucket and rotating Grapple

Line Items

Salary:

Overtime:

Equipment: \$54,805

Other;

Total: \$54,805

NOTE: Total price of this item is \$109,609. For the purposes of the decision package, the cost has been divided

Department: Parks and Recreation 10-534

Decision Package Title: Pickleball resurface/restripe

What is the purpose of this package?

Pickleball resurface/restriping. Courts have deteriorated and are badly cracked making play increasingly challenging. Further, i

Describe the benefits that will be gained from this package.

Improve the usability of the courts and decrease required insect maintenance.

What are the revenue enhancements associated with this package?

What are the consequences of not funding this package?

Potential liability to the city if a player on the court were to get injured from tripping over the cracks in the surface.

Summarize new positions in this package.

Pickleball resurface/restriping. Courts have deteriorated and are badly cracked making play increasingly challenging. Further, i

Line Items

Total: \$95,000

Department: Information Technology

Decision Package Title: Server & Data Storage Replacement

What is the purpose of this package?

To replace our aged out server cluster housing virtual servers that are required for network operations.

Describe the benefits that will be gained from this package.

What are the revenue enhancements associated with this package?

What are the consequences of not funding this package?

These servers are critical to our network operations. If there is a failure, replacement will become more expensive,

Summarize new positions in this package.

Line Items

Salary:

Overtime:

Other: \$150,000

Other;

Total:

Department: Public Works 30-559

Decision Package Title: Public Works Engineer

What is the purpose of this package?

Adds a full time City Engineer position dedicated to public works to plan, design, and manage public infrastructure like roads, water systems, and drainage. May review private development plans, oversee construction contractors, and ensure compliance with local, state, and federal regulations.

Describe the benefits that will be gained from this package.

Establishes in-house technical engineering capacity to increase consistency in interpretation of standards, improves responsiveness to applicants, and supports implementation of subdivision regulations, drainage requirements, and utility coordination. It also strengthens institutional knowledge and reduces long-term consultant dependence.

What are the revenue enhancements associated with this package?

While not a direct revenue-generating position, the Public Works Engineer reduces external engineering consulting costs currently incurred for development review services and helps ensure infrastructure is constructed to City standards, reducing future maintenance liabilities and capital replacement costs.

What are the consequences of not funding this package?

Without this position, the City will continue relying on third-party consultants for engineering review, resulting in higher long-term costs, longer review timelines, and reduced coordination between departments. Limited internal engineering capacity may delay processing, increase uncertainty, and reduce the City's ability to proactively manage infrastructure quality as growth continues. It may also increase the risk of accepting infrastructure that does not fully align with long-term operational expectations.

Summarize new positions in this package.

Adds a full time City Engineer position dedicated to public works to plan, design, and manage public infrastructure

Line Items

Salary: \$150,000

SSI/Medicare: \$11,491

TMRS: \$ 13,444

Health Ins: \$19,804

Longevity: \$ 35

Uniform: \$180

Total: \$194,954

Department: Utility Fund - Water Plant One 30-565

Decision Package Title: Truck Replacement

What is the purpose of this package?

To request a vehicle replacement

Describe the benefits that will be gained from this package.

Requesting a new vehicle to support operational needs, improve reliability, and ensure safe and efficient service delivery. The current vehicle is aging past the 10 year life cycle recommended replacement , experiencing increased

What are the revenue enhancements associated with this package?

This package does not directly generate new revenue; however, it supports revenue protection and operational efficiency. Replacing aging vehicles reduces downtime and service interruptions, enabling staff to maintain consistent service delivery, inspections, and enforcement activities that contribute to existing revenue streams.

What are the consequences of not funding this package?

Failure to fund this package will result in continued reliance on an aging vehicle that has exceeded its intended service life. This increases the risk of breakdowns, higher maintenance and repair costs, and potential service disruptions. Unreliable transportation can delay, fieldwork, and response times, negatively impacting operational

Summarize new positions in this package.

Truck 7515 has 145,625 Miles. Air bag warning light on, dealership was unable to repair, recommended replacing entire assembly, approx. \$6k. Shows signs of transmission issues, dealership advised to rebuild transmission,

Line Items

Salary:

Overtime:

Capital \$ 55,000

Other;

Total: \$55,000

Department:30 Utility Fund

Decision Package Title: Ground Keeping Around Facility

What is the purpose of this package?

The purpose of this package is to provide funding for task orders under the City's existing RFQ contracts to supplement Public Works staff with grounds maintenance and vegetation management services.

The intent is to help address the current backlog of routine maintenance, improve the overall condition of City-maintained areas, and allow in-house crews to focus on higher-priority operational, drainage, street, and infrastructure work.

Describe the benefits that will be gained from this package.

This package will provide additional resources to help Public Works catch up on deferred and routine grounds maintenance throughout the City. The additional support will improve the appearance and upkeep of City maintained areas, reduce maintenance backlogs, and allow existing staff to focus on core operational responsibilities such as streets, drainage, utilities, and infrastructure maintenance.

What are the revenue enhancements associated with this package?

There are no direct revenue enhancements associated with this package. The primary benefit is operational efficiency by supplementing City staff, reducing the grounds maintenance backlog, and allowing existing personnel to focus on higher-priority infrastructure and maintenance responsibilities.

What are the consequences of not funding this package?

If this package is not funded, existing Public Works staff will continue to absorb the grounds maintenance workload with current resources. This may result in continued maintenance backlogs, slower response to vegetation and grounds upkeep needs, and fewer staff hours available for higher-priority street, drainage, utility, and infrastructure maintenance activities.

Summarize new positions in this package.

Line Items

Maintenance/Repairs:

Contract Services: \$50,000

Other:

Other:

Total: \$50,000

Department: 30 Utility Fund

Decision Package Title: Trident Major Repairs

What is the purpose of this package?

The purpose of this package is to fund scheduled major maintenance of the Trident water treatment system. The work is anticipated to include replacement of the treatment media, contractor labor, system inspection, and replacement of components identified as worn or deficient during the maintenance process.

The current planning estimate is approximately \$100,000. Final scope and pricing are pending a formal contractor quote. This maintenance is necessary to maintain treatment performance, reliability, and the long-term service life of the Trident system.

Describe the benefits that will be gained from this package.

This package will improve the reliability and performance of the Trident treatment system by replacing aging media and addressing worn or deficient components identified during maintenance. The work will help maintain treatment efficiency, reduce the risk of unexpected equipment failures, extend the useful life of the system, and support consistent water quality and plant operations.

What are the revenue enhancements associated with this package?

There are no direct revenue enhancements associated with this package. The benefit is primarily cost avoidance and protection of existing infrastructure by completing necessary maintenance before system performance declines or more costly emergency repairs are required.

What are the consequences of not funding this package?

If this package is not funded, required maintenance on the Trident treatment system will be deferred. This may lead to declining treatment performance, increased wear on system components, higher risk of equipment failure, and more costly emergency repairs. Continued deferral could also reduce system reliability and potentially affect the plant's ability to consistently meet operational and water-quality requirements.

Summarize new positions in this package.

Line Items

Maintenance/Repairs: \$ 156,000

Contract Services:

Other:

Other:

Total: \$156,000

Department: Utility Fund - Utility Fund - Sewer Plant 30-575

Decision Package Title: Truck Replacement

What is the purpose of this package?

The purpose of this package is to replace an aging Plant Operations truck with a reliable vehicle for daily inspections, maintenance activities, and emergency response at wastewater facilities.

Describe the benefits that will be gained from this package.

This package will improve reliability, employee safety, and operational efficiency by reducing vehicle downtime and maintenance costs. It will also improve the safety of wastewater facilities.

What are the revenue enhancements associated with this package?

This package will not directly generate revenue. However, it will reduce maintenance costs and downtime while improving the department's ability to respond to emergencies.

What are the consequences of not funding this package?

Not funding this package will result in continued use of an aging, unreliable truck, leading to higher maintenance costs, increased downtime, and potential safety hazards at wastewater facilities.

Summarize new positions in this package.

Truck has various Recalls that are unable to be repaired: Passenger Airbag Inflators

Recall Description:

Takata Corporation ("Takata") has decided that a defect which relates to motor vehicle safety exists in certain 2007-2011 Cadillac Escalade, Yukon XL, and 2009-2011 Chevrolet Silverado 2500/3500 and GMC Sierra 2500/3500 vehicles. GM does not believe a safety defect exists. GM has petitioned NHTSA for a determination of Inconsequentiality with respect to these vehicles. For more information visit www.regulations.gov and search for Docket No. NHTSA-2015-0010.

Safety Risk Description:

The propellant in some types of Takata airbag inflators can degrade over time, especially after long term exposure in hot and humid regions, which could result in airbag deployment failures or reduced inflation pressure, potentially increasing the risk of injury or death in a crash.

Repair Description:

The necessity of a remedy is dependent upon NHTSA's decision on GM's Petition for Inconsequentiality. Additional information will be available as NHTSA's decision is made. GM considers your vehicle safe to drive.

Recall Status: INCOMPLETE. REMEDY NOT YET AVAILABLE

Additionally the Truck is past the 10 year life cycle. Truck has 128,298 Miles.

Line Items

Salary:

Overtime:

Capital \$ 55,000

Other:

Total: \$55,000

Department: 30 Utility Fund

Decision Package Title: WWTP LS Repairs

What is the purpose of this package?

The purpose of this package is to repair the WWTP lift station, where two discharge pipes inside the wet well are damaged and require replacement or repair. The work is necessary to restore the lift station to proper operating condition, reduce the risk of further failure, and maintain reliable wastewater conveyance to the treatment plant.

Describe the benefits that will be gained from this package.

This package will restore the WWTP lift station to a more reliable operating condition by repairing the two damaged discharge pipes inside the wet well. The repairs will reduce the risk of additional failures, wastewater overflows, emergency response costs, and operational disruptions while helping maintain safe and continuous wastewater conveyance to the treatment plant.

What are the revenue enhancements associated with this package?

There are no direct revenue enhancements associated with this package. The primary financial benefit is cost avoidance by reducing the risk of wastewater spills, emergency response expenses, and potential TCEQ violations, enforcement actions, or penalties associated with a lift station failure.

What are the consequences of not funding this package?

If this package is not funded, the two damaged discharge pipes inside the WWTP lift station wet well will remain in service and may continue to deteriorate. This increases the risk of a major lift station failure, wastewater spills, service disruptions, and significantly higher emergency repair costs. A failure could also result in TCEQ reporting requirements, violations, enforcement actions, or potential penalties associated with an unauthorized wastewater discharge.

Summarize new positions in this package.

Line Items

Maintenance/Repairs: \$ 100,000

Contract Services:

Other:

Other:

Total: \$100,000

Department: Utility Fund - Effluent Disposal 30-577

Decision Package Title: Skid Steer

What is the purpose of this package?

The purpose of this package is to purchase a skid steer for maintenance and operational activities at the Cedar Breaks effluent handling, and other work necessary to maintain the property and support compliance with the City's TLAP permit requirements

Describe the benefits that will be gained from this package.

This package will improve operational efficiency and reduce reliance on rented or contracted equipment for maintenance at the repairs, site cleanup, material handling, and access improvements more efficiently, helping maintain the property and support

What are the revenue enhancements associated with this package?

There are no direct revenue enhancements associated with this package. However, purchasing a skid steer may reduce long-term complete necessary work at the Cedar Breaks effluent disposal site more efficiently.

What are the consequences of not funding this package?

Not funding this package will require continued reliance on rented equipment or outside contractors to perform maintenance and maintenance, reduce staff efficiency, and make it more difficult to maintain site conditions necessary to support reliable effluent

Summarize new positions in this package.

Plant Operations currently has only one skid steer, which is shared among multiple water and wastewater facilities for a variety of delay work at both Cedar Breaks and other Plant Operations facilities.

If this package is not funded, staff will continue to rely on the shared skid steer, rental equipment, or outside contractors to maintain maintenance, having dedicated equipment on site is important for timely vegetation management, irrigation repairs, material handling

Council's previous approval of a forestry attachment has already provided significant operational benefits. The purchase of a skid steer is necessary to efficiently maintain the site and support continued TLAP permit compliance.

Line Items

Salary:

Overtime:

Capital \$ 70,000

Other:

Total: \$70,000

Department: Utility Fund - Booster Pump Stations 30-582

Decision Package Title: Golf Ball Tank Renovations

What is the purpose of this package?

The purpose of this package is to complete the interior and exterior renovation of the Golf Ball Tank to address coating deterioration, corrosion, and age-related wear. The work is intended to protect the tank structure, preserve water quality, prevent continued deterioration, and extend the useful life of this critical water system asset.

This renovation is part of the City's long-term asset maintenance strategy and will help reduce the likelihood of more extensive repairs or premature tank replacement in the future.

Describe the benefits that will be gained from this package.

This package will help extend the useful life of the Golf Ball Tank by addressing interior and exterior coating deterioration, corrosion, and other age-related conditions before they become more significant. The renovation will protect the tank structure, support water quality, reduce future maintenance needs, and help avoid more costly repairs or premature replacement.

The project will also improve the overall reliability and condition of the facility while supporting continued compliance with applicable TCEQ requirements and industry standards for potable water storage.

What are the revenue enhancements associated with this package?

There are no direct revenue enhancements associated with this package. The primary financial benefit is long-term cost avoidance by extending the useful life of the Golf Ball Tank, reducing future maintenance and repair costs, and helping prevent premature replacement of a major water system asset.

What are the consequences of not funding this package?

Failure to fund this package will allow interior and exterior coating deterioration and corrosion to continue, which may accelerate damage to the Golf Ball Tank and reduce its remaining useful life. Delaying the renovation could result in higher future maintenance and repair costs, increased risk of structural deterioration, potential water quality concerns, and the need for a more extensive rehabilitation or premature tank replacement.

Summarize new positions in this package.

Line Items

Salary:

Overtime:

Maintenance & Repairs \$ 165,050

Other;

Total: \$165,050

Department: Utility Fund - Booster Pump Stations 30-582

Decision Package Title: Golf Ball Tank Repairs

What is the purpose of this package?

The purpose of this package is to address critical safety, access, and sanitary deficiencies identified at the Golf Ball Tank. The proposed work includes repairs to the roof access system, roof vent, safety climb system, existing holes in the tank, and the 6-inch overflow screen.

These repairs are necessary to provide safe access for inspections and maintenance, reduce the risk of water intrusion and contamination, protect water quality, prevent further deterioration of the tank, and help ensure continued compliance with applicable TCEQ public water system requirements.

Describe the benefits that will be gained from this package.

This package will improve employee and contractor safety by providing reliable access to the tank for inspections and maintenance. Repairs to the roof vent, tank openings, and overflow screen will help protect the potable water supply from insects, debris, water intrusion, and other potential sources of contamination.

The work will also help prevent continued deterioration, preserve the structural and sanitary integrity of the tank, extend the useful life of the asset, reduce the likelihood of more costly future repairs, and support continued compliance with applicable TCEQ requirements.

What are the revenue enhancements associated with this package?

There are no direct revenue enhancements associated with this package. The primary financial benefit is cost avoidance by addressing the identified deficiencies before they lead to more extensive damage, emergency repairs, water quality issues, or premature replacement of the tank.

What are the consequences of not funding this package?

Failure to fund this package would allow the identified safety and sanitary deficiencies to remain unaddressed. This could increase the risk of unsafe access conditions, water intrusion, insect or debris entry through damaged openings or the overflow system, and potential impacts to drinking water quality. Delaying these repairs may also lead to continued deterioration, higher future repair costs, emergency maintenance, and possible TCEQ compliance concerns.

Summarize new positions in this package.

Line Items

Salary:

Overtime:

Maintenance & Repairs \$ 47,000

Other;

Total: \$47,000

Department: Utility Fund - Booster Pump Stations 30-582

Decision Package Title: Viking Tank Renovations

What is the purpose of this package?

The purpose of this package is to complete a comprehensive interior and exterior renovation of the water storage tank. The work will include surface preparation, corrosion removal, coating and painting of the exterior, and rehabilitation of the interior coating system as needed.

These improvements are intended to protect the tank from continued corrosion and deterioration, preserve the structural integrity of the asset, protect drinking water quality, and extend the overall useful life of the facility. The renovation will also help ensure the tank remains in a condition consistent with applicable TCEQ requirements and industry standards for potable water storage facilities.

Describe the benefits that will be gained from this package.

This package will extend the useful life of the water storage tank by addressing interior and exterior corrosion, coating deterioration, and other age-related deficiencies before they develop into more significant structural issues. Renovating the interior coating will help protect drinking water quality by maintaining a properly protected tank surface, while exterior rehabilitation will help prevent continued corrosion and deterioration from environmental exposure. The work will also improve overall reliability, reduce future maintenance needs, support continued TCEQ compliance, and help avoid more costly major repairs or premature tank replacement.

What are the revenue enhancements associated with this package?

There are no direct revenue enhancements associated with this package. The primary financial benefit is long-term cost avoidance by extending the useful life of the tank, reducing future maintenance and repair expenses, and helping prevent premature replacement of a major water system asset.

What are the consequences of not funding this package?

Failure to fund this package will allow interior and exterior coating deterioration and corrosion to continue, which may accelerate damage to the tank and reduce its remaining useful life. Delaying renovation could lead to more extensive and costly repairs, increased maintenance requirements, potential water quality concerns, and eventual structural deterioration. Continued degradation may also create future TCEQ compliance concerns and increase the likelihood that the City will need to undertake a more expensive major rehabilitation or premature tank replacement.

Summarize new positions in this package.

The exterior and interior maintenance of these tanks is critical to preserving their condition and extending their useful life. Staff understands the current budget constraints and recognizes that the larger renovation work may need to be scheduled over the next two fiscal years. However, the safety and structural repairs identified in the previous packages should not be deferred, as they address immediate concerns related to safe access, roof deficiencies, potential water intrusion, and protection of water quality.

Staff is presenting the tank renovations together because contractors may be able to provide more favorable pricing when both locations are included within the same overall project scope. Combining the work may reduce mobilization costs and provide other efficiencies associated with performing similar work at multiple locations.

Staff recommends approving the necessary safety and structural repairs for both tanks as presented in the previous packages. For the larger interior and exterior renovation work, staff recommends completing the Viking Tank first.

Line Items

Salary:

Overtime:

Maintenance & Repairs \$ 263,850

Other;

Total: \$ 263,850

Department: Utility Fund - Booster Pump Stations 30-582

Decision Package Title: Viking Tank Repairs

What is the purpose of this package?

The purpose of this package is to address critical safety and structural deficiencies associated with the water storage tank. The work includes repairs to the safety climb system and ladder, restoration of safe roof access, removal of deteriorated anodes, and repair of existing openings in the tank roof.

These improvements will provide safer access for employees and contractors, protect the tank from water intrusion and continued deterioration, maintain the structural integrity of the facility, and help ensure continued compliance with applicable TCEQ public water system requirements.

Describe the benefits that will be gained from this package.

This package will improve employee and contractor safety by providing safe and reliable access to the tank for inspections and maintenance. The repairs will also protect the tank from water intrusion, corrosion, and further structural deterioration, helping extend the useful life of the asset and reduce the risk of more costly repairs in the future. In addition, the improvements will support continued compliance with applicable TCEQ requirements and help protect the integrity of the City's drinking water system.

What are the revenue enhancements associated with this package?

There are no direct revenue enhancements associated with this package. The primary financial benefit is cost avoidance by addressing safety and structural deficiencies before they result in more significant deterioration, emergency repairs, service disruptions, or premature replacement of the tank.

What are the consequences of not funding this package?

Failure to fund this package may allow existing safety and structural deficiencies to worsen, increasing the risk of unsafe access conditions, additional corrosion, water intrusion, and further damage to the tank roof. Delaying these repairs could result in higher future repair costs, emergency maintenance, reduced asset life, and potential impacts to water quality. Continued deterioration could also create future TCEQ compliance concerns if the tank can no longer be properly maintained or protected from contamination.

Summarize new positions in this package.

These deficiencies were identified during the required annual TCEQ tank inspection. Since that time, staff has been working with qualified contractors to evaluate repair options and obtain additional quotes to determine the most cost-effective approach. Due to the existing roof deficiencies, the risk of water intrusion is high, which could create water quality concerns if not addressed promptly. Because staff is still gathering competitive quotes, a final quote has not yet been uploaded with this budget request. Staff will complete the appropriate procurement process and comply with all applicable City purchasing requirements before any repair work is authorized.

Line Items

Salary:

Overtime:

Maintenance & Repairs \$ 25,000

Other;

Total: \$25,000

Department: 30 Utility Fund

Decision Package Title: Generator - Veranda Walk Lift Station

What is the purpose of this package?

The purpose of this package is to replace the aging and unreliable emergency standby generators and automatic transfer switches at The Inn and Veranda Walk Lift Stations. The new systems will provide dependable backup power during utility outages, support continuous lift station operation, and reduce the risk of equipment failure, sanitary sewer overflows, and emergency response costs.

The package includes complete turnkey replacement of the existing generator systems, including removal of the old equipment, installation of new generators and transfer switches, electrical connections, startup, commissioning, and testing.

Describe the benefits that will be gained from this package.

The benefits gained from this package include improved reliability and resilience of the wastewater collection system by providing dependable emergency power at The Inn and Veranda Walk Lift Stations. Replacing the existing generator systems will reduce the risk of prolonged lift station outages, sanitary sewer overflows, emergency pumping, and service disruptions during electrical failures.

The package will also reduce maintenance uncertainty associated with aging equipment, provide new automatic transfer switches, improve system readiness, and establish manufacturer-backed warranties on the new equipment. The turnkey replacement scope also includes removal of the existing equipment, installation, electrical connections, load-bank testing, startup, and commissioning, helping ensure each system is fully operational before being placed into service.

What are the revenue enhancements associated with this package?

There are no direct revenue enhancements associated with this package. The primary financial benefit is cost avoidance by reducing the likelihood of emergency generator rentals, emergency pumping, overtime, equipment repairs, sanitary sewer overflow response, and potential regulatory penalties resulting from loss of power at the lift stations.

Replacing the existing standby power systems also provides more predictable maintenance costs and helps protect the City's existing wastewater infrastructure investment.

What are the consequences of not funding this package?

If this package is not funded, The Inn and Veranda Walk Lift Stations will remain dependent on aging and unreliable standby power systems. A generator or transfer switch failure during a utility outage could result in loss of lift station operation, increasing the risk of sanitary sewer overflows, emergency bypass pumping, service disruptions, overtime, rental equipment, and potential regulatory violations or penalties.

Delaying replacement may also increase future repair costs and prolong reliance on equipment with known reliability concerns, while leaving critical wastewater infrastructure more vulnerable during power outages and emergency conditions.

Summarize new positions in this package.

Line Items

Maintenance/Repairs: \$ 115,750

Overtime:

Other:

Other:

Total: \$ 115,750



REQUEST FOR QUOTES (RFQ)
For

Project Title: Bowden Point Park Walking Trail Concrete

Issued: July 9, 2026

Proposal Submission Deadline: July 21, 2026

NO LATE QUOTES SHALL BE ACCEPTED

REQUEST FOR Quote

The City of Lago Vista invites participation in the Request for Quote (RFQ) from qualified contractors to provide surveying, engineering, and construction for a concrete walking trail at Bowden Point Park located at:

Bowden Point Park

Intersection of National Drive, Boggy Ford Road, and Highland Lake Drive
Lago Vista, Texas 78645

The intent of this project is to construct an ADA-accessible walking trail throughout Bowden Point Park, including a pedestrian bridge, accessibility improvements, irrigation sleeves, and associated site work.

SCOPE OF WORK

The successful contractor shall furnish all labor, materials, equipment, supervision, permits, and incidentals necessary to complete the project.

The project shall include, at a minimum:

Survey

Provide a complete topographic survey of the project area sufficient for engineering design.

Engineering

Provide engineering services including:

- Construction drawings
- ADA/TAS compliance
- Drainage considerations
- Bridge details
- Required construction specifications

Engineering shall be performed by a Professional Engineer licensed in the State of Texas.

Walking Trail

Construct approximately:

1,400 linear feet 6-foot-wide reinforced concrete walking trail

The trail shall include:

- Follow the conceptual alignment shown in the attached exhibit "A".
- Be constructed of reinforced concrete.
- Be recessed approximately 2 inches below adjacent finished grade where practical to reduce edge exposure.
- Include proper subgrade preparation.
- Include expansion joints and control joints.
- Restore disturbed areas.
- Installation of 2 inch Schedule 40 PVC sleeves beneath the trail
 - Located approximately every 100 linear feet
 - Ends Capped
 - Installed to accommodate future irrigation systems

Bridge

Provide one pedestrian bridge at the low-water crossing location shown on the exhibit.

Minimum requirements:

- Approximately 30 feet long
- Minimum 6 feet clear width
- Composite or treated wood decking (Trex or approved equal)
- ADA compliant transitions

Contractor may propose an alternate bridge system that provides equal or greater durability.

REQUIREMENTS

ADA Requirements

The project shall comply with:

- Americans with Disabilities Act (ADA)
- Texas Accessibility Standards (TAS)
- Current Public Right-of-Way Accessibility Guidelines (where applicable)

Items include but are not limited to:

- Maximum running slopes
- Cross slopes
- Accessible route from parking area
- Flush transitions
- Stable, firm, slip-resistant surface
- Provide an accessible pedestrian connection from the existing parking area on National Drive to the walking trail.

Concrete Requirements

Concrete specifications, such as:

- 6-inch-thick reinforced concrete (or as designed by the engineer)
- Minimum 3,500 PSI concrete (4,000 PSI preferred for park trails)
- #3 rebar at 18 inches on center each way or 6x6 W2.9/W2.9 welded wire mesh, as specified by the engineer.
- Contractor responsibility for obtaining all required permits and utility locates.
- Requirement to protect existing trees and coordinate bench, artwork, and memorial locations with City staff before construction.

EVALUATION

Quotes may be evaluated based upon:

- Price
- Experience
- Qualifications
- Overall best value to the City

The City reserves the right to reject any or all quotes and to negotiate with the selected contractor if deemed to be in the City's best interest.

Exhibit "A"

Conceptual Walking Trail Map



Exhibit "B"

QUOTE TABULATION SHEET

Bowden Point Park Walking Trail

Company:

Contact:

Phone:

Email:

Quote

Item No.	Description	Estimated Quantity	Total
1	Survey	Lump Sum	\$
2	Engineering Design, Construction Documents & ADA/TAS Compliance	Lump Sum	\$
3	6' Wide Reinforced Concrete Walking Trail (1,400 LF)	1,400 LF	\$
4	30' x 6' Pedestrian Bridge Complete with Handrails	1	\$

Total Quote

\$ _____



REQUEST FOR QUOTES (RFQ)
For

Project Title: Bowden Point Park Walking Trail Decomposed Granite

Issued: July 9, 2026

Proposal Submission Deadline: July 21, 2026

NO LATE QUOTES SHALL BE ACCEPTED

REQUEST FOR Quote

The City of Lago Vista invites participation in the Request for Quote (RFQ) from qualified contractors to provide surveying, engineering, and construction for a stabilized decomposed granite walking trail at Bowden Point Park located at:

Bowden Point Park

Intersection of National Drive, Boggy Ford Road, and Highland Lake Drive
Lago Vista, Texas 78645

The intent of this project is to construct an ADA-accessible walking trail throughout Bowden Point Park, including a pedestrian bridge, accessibility improvements, irrigation sleeves, and associated site work.

SCOPE OF WORK

The successful contractor shall furnish all labor, materials, equipment, supervision, permits, and incidentals necessary to complete the project.

The project shall include, at a minimum:

Survey

Provide a complete topographic survey of the project area sufficient for engineering design.

Engineering

Provide engineering services including:

- Construction drawings
- ADA/TAS compliance
- Drainage considerations
- Bridge details
- Required construction specifications

Engineering shall be performed by a Professional Engineer licensed in the State of Texas.

Walking Trail

Construct approximately:

1,400 linear feet 6-foot-wide stabilized decomposed granite walking trail

The trail shall include:

- Follow the conceptual alignment shown in the attached exhibit "A".
- Compacted subgrade
- Geotextile fabric (where recommended)
- Minimum 4-inch compacted crushed limestone base
- Minimum 3-inch compacted stabilized decomposed granite surface
- Positive drainage
- Fine grading
- Continuous edge restraint system on both sides of the trail to prevent migration of the decomposed granite.
- Restore disturbed areas.
- Installation of 2 inch Schedule 40 PVC sleeves beneath the trail
 - Located approximately every 100 linear feet

- Ends Capped
- Installed to accommodate future irrigation systems

Bridge

Provide one pedestrian bridge at the low-water crossing location shown on the exhibit.

Minimum requirements:

- Approximately 30 feet long
- Minimum 6 feet clear width
- Composite or treated wood decking (Trex or approved equal)
- ADA compliant transitions

Contractor may propose an alternate bridge system that provides equal or greater durability.

REQUIREMENTS

ADA Requirements

The project shall comply with:

- Americans with Disabilities Act (ADA)
- Texas Accessibility Standards (TAS)
- Current Public Right-of-Way Accessibility Guidelines (where applicable)

Items include but are not limited to:

- Maximum running slopes
- Cross slopes
- Accessible route from parking area
- Flush transitions
- Stable, firm surface
- Provide an accessible pedestrian connection from the existing parking area on National Drive to the walking trail.

Edge Restraint Requirements

The edge restraint system shall:

- Maintain the integrity of the decomposed granite trail.
- Prevent lateral movement and erosion of trail materials.
- Be installed continuously along both sides of the trail except where the trail connects to sidewalks, bridge approaches, or other paved surfaces.
- Follow all curves shown on the final alignment.
- Be securely anchored in accordance with the manufacturer's recommendations.
- Be capable of supporting routine maintenance equipment.

EVALUATION

Quotes may be evaluated based upon:

- Price
- Experience
- Qualifications
- Overall best value to the City

The City reserves the right to reject any or all quotes and to negotiate with the selected contractor if deemed to be in the City's best interest.

Exhibit "A"

Conceptual Walking Trail Map



Exhibit "B"

QUOTE TABULATION SHEET

Bowden Point Park Walking Trail

Company:

Contact:

Phone:

Email:

Quote

Item No.	Description	Estimated Quantity	Total
1	Survey	Lump Sum	\$
2	Engineering Design, Construction Documents & ADA/TAS Compliance	Lump Sum	\$
3	6' Wide Reinforced Concrete Walking Trail (1,400 LF)	1,400 LF	\$
4	30' x 6' Pedestrian Bridge Complete with Handrails	1	\$
Option 5	Steel Edge Restraint	2,800 LF (both sides)	\$
Option 6	Aluminum Edge Restraint	2,800 LF (both sides)	\$
Option 7	Concrete Curb Edge Restraint (4" x 6" minimum)	2,800 LF (both sides)	\$
Option 8	Natural Limestone Block Edge (Native Stone)	2,800 LF (both sides)	\$
<u>Total Option 5</u>			<u>\$</u>
<u>Total Option 6</u>			<u>\$</u>
<u>Total Option 7</u>			<u>\$</u>
<u>Total Option 8</u>			<u>\$</u>

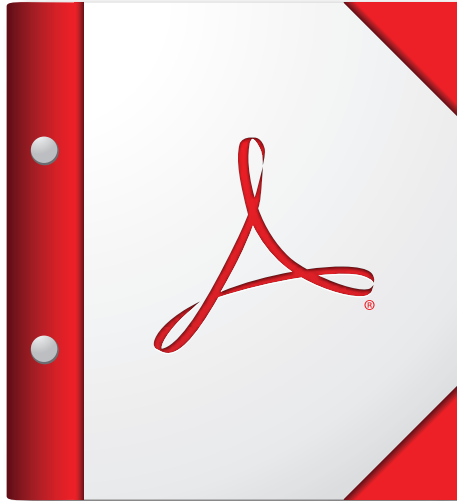
Bowden Point Quote Summary

Closed 7/21/2026

#

Quotes Received	4
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Company Name	Concrete	Decomposed Granite Steel Edging	Decomposed Granite Aluminum Edging	Decomposed Granite Concrete Edging	Decomposed Granite Natural Limestone Edging
LV Contractor	\$ 125,283.00	No Quote	No Quote	\$ 91,990.00	\$ 97,950.00
The Synthesist	\$ 149,200.00	\$ 92,200.00	\$ 95,200.00	\$ 92,200.00	\$ 89,000.00
S&M Pro Construction	\$ 200,000.00	\$ 165,500.00	\$ 165,500.00	\$ 201,500.00	\$ 187,500.00
Mills Construction	\$ 545,000.00	\$ 437,000.00	\$ 448,200.00	\$ 473,400.00	\$ 512,600.00



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Bowden Point Parking Walking Trail

Item No.	Qty.	Unit	Description	Unit Price	Total
<u>Budget</u>					
1	1	LS	Preliminary Engineering/Permit Drawings/Submittals/TDLR/Meetings/Construction service/SWPPP	\$ 75,000.00	\$ 75,000.00
2	1	LS	Subgrade prep, 6" concrete trail, ADA ramp, haul off of excess material, etc	\$350,000.00	\$ 350,000.00
3	1	LS	Pedestrian bridge with handrails	\$100,000.00	\$ 100,000.00
4	1	LS	Restoration	\$ 20,000.00	\$ 20,000.00
				<u>Total Base Bid:</u>	\$ 545,000.00
		*This proposal is valid for 30 days from 7-20-2026. After 30 days, Mills Construction, LLC reserves the right to revise pricing due to material price increases, labor increases, fuel increases, tariffs, plan changes, scope changes, or other cost impacts.			
		<u>Submitted To: City of Lago Vista</u>			
		<u>Bid Date: 7-20-2026</u>			
		<u>Contractor: Mills Construction, LLC</u>			
		<u>Submitted By: Zachary Hughes</u>			
<u>*Exclusions and Clarifications:</u>					
1	Owner shall pay all permit fees, inspection fees, testing fees, third party testing fees, geotechnical testing, proof roll inspection, retesting, agency fees, tap fees, meter fees, and governmental charges unless specifically included as a bid item.				
2	Bid bond, payment bond, performance bond, maintenance bond, or any other bond is excluded unless specifically agreed to in writing.				
3	Retainage and warranty requirements are excluded unless specifically included in the final contract and agreed to in writing. Any warranty provided shall be limited to the work performed by Mills Construction, LLC.				
4	This proposal excludes all work shown on architectural, landscape, plumbing, electrical, structural, or mechanical plans unless specifically included in our written scope.				
5	SWPPP, NOI, NOT, erosion control, inlet protection, construction entrances, revegetation, landscaping, irrigation, and related maintenance are excluded unless specifically included.				
6	Surveying, staking, layout, benchmarks, controls, grade verification, and as built surveying are excluded unless specifically included.				
7	Haul off, import material, select fill, topsoil, flex base, bedding, backfill, and any other import or export of material are excluded unless specifically included. Excess material will be left onsite.				
8	Dewatering, groundwater pumping, bypass pumping, or water control beyond what can reasonably be handled with a 2 inch pump is excluded.				
9	Weak spots, unsuitable soils, failed proof roll areas, pumping subgrade, over excavation, drying, moisture conditioning, and testing failures caused by existing conditions are excluded unless specifically included.				
10	Traffic control, traffic control plans, lane closures, flaggers, barricades, signage, striping, pavement markings, and right of way permits are excluded unless specifically included.				
11	Sanitary facilities, dumpsters, temporary water meters, meter deposits, water usage, temporary power, temporary fencing, temporary construction facilities, roadway sweeping, street cleaning, mud tracking cleanup, and cleanup of public roadways are excluded unless specifically included.				
12	Electrical utilities, gas utilities, dry utilities, communication utilities, utility relocation, potholing, private utility locating, and abandonment of existing utility lines are excluded unless specifically included.				
13	Asphalt, concrete, sidewalks, curb and gutter, driveways, paving repairs, flatwork, retaining walls, screen walls, masonry walls, fencing, gates, and handrails are excluded unless specifically included.				
14	Rock excavation, rock trenching, tree removal, clearing and grubbing, stump removal, demolition, sawcutting, removal of existing improvements, and disposal of debris are excluded unless specifically included.				
15	Hazardous materials, contaminated soils, buried debris, trash pits, unsuitable fill, unknown underground obstructions, and environmental remediation are excluded.				
16	Damage, relocation, repair, or replacement of unknown, mismarked, or unmarked utilities is excluded.				
17	Trench safety plans, engineered excavation plans, and special excavation protection are excluded unless specifically included.				
18	Tariffs, material escalation, freight increases, fuel surcharges, supplier price increases, additional mobilizations, overtime, night work, accelerated schedules, and work outside normal business hours are excluded unless specifically included.				
19	Liquidated damages, consequential damages, delay damages, and back charges are excluded unless specifically agreed to in writing.				
20	Water meters for meter vaults, meter boxes, and meter assemblies are excluded unless specifically included. Water meters are assumed to be provided by the Owner, City, County, TxDOT, Special Utility District, Municipal Utility District, Water Control and Improvement District, or applicable utility provider.				
21	This proposal includes only the specific scope stated in our written proposal. Plan conflicts, quantity discrepancies, missing information, design changes, and scope changes shall be handled by written change order.				

Bowden Point Parking Walking Trail

Item No.	Qty.	Unit	Description	Unit Price	Total
<u>Budget</u>					
1	1	LS	Preliminary Engineering/Permit Drawings/Submittals/TDLR/Meetings/Construction service/SWPPP	\$ 75,000.00	\$ 75,000.00
2	1	LS	Subgrade prep, 4" Base, 3" DG, fine grading, 2" PVC sleeves, haul off of excess material, etc- DG is not ADA complain and will not pass with a RAS inspection	\$200,000.00	\$ 200,000.00
3	1	LS	Pedestrian bridge with handrails	\$100,000.00	\$ 100,000.00
4	1	LS	Restoration	\$ 20,000.00	\$ 20,000.00
5	2800	LF	Steel edging- Option 1	\$ 15.00	\$ 42,000.00
6	2800	LF	Aluminum edging- Option 2	\$ 19.00	\$ 53,200.00
7	2800	LF	Concrete curb edging- Option 3	\$ 28.00	\$ 78,400.00
8	2800	LF	Natural limestone block edging- Option 4	\$ 42.00	\$ 117,600.00
				<u>Total Base Bid:</u>	\$ 686,200.00
*This proposal is valid for 30 days from 7-20-2026. After 30 days, Mills Construction, LLC reserves the right to revise pricing due to material price increases, labor increases, fuel increases, tariffs, plan changes, scope changes, or other cost impacts.					
		<u>Submitted To: City of Lago Vista</u>			
		<u>Bid Date: 7-20-2026</u>			
		<u>Contractor: Mills Construction, LLC</u>			
		<u>Submitted By: Zachary Hughes</u>			
<u>*Exclusions and Clarifications:</u>					
1	Owner shall pay all permit fees, inspection fees, testing fees, third party testing fees, geotechnical testing, proof roll inspection, retesting, agency fees, tap fees, meter fees, and governmental charges unless specifically included as a bid item.				
2	Bid bond, payment bond, performance bond, maintenance bond, or any other bond is excluded unless specifically agreed to in writing.				
3	Retainage and warranty requirements are excluded unless specifically included in the final contract and agreed to in writing. Any warranty provided shall be limited to the work performed by Mills Construction, LLC.				
4	This proposal excludes all work shown on architectural, landscape, plumbing, electrical, structural, or mechanical plans unless specifically included in our written scope.				
5	SWPPP, NOI, NOT, erosion control, inlet protection, construction entrances, revegetation, landscaping, irrigation, and related maintenance are excluded unless specifically included.				
6	Surveying, staking, layout, benchmarks, controls, grade verification, and as built surveying are excluded unless specifically included.				
7	Haul off, import material, select fill, topsoil, flex base, bedding, backfill, and any other import or export of material are excluded unless specifically included. Excess material will be left onsite.				
8	Dewatering, groundwater pumping, bypass pumping, or water control beyond what can reasonably be handled with a 2 inch pump is excluded.				
9	Weak spots, unsuitable soils, failed proof roll areas, pumping subgrade, over excavation, drying, moisture conditioning, and testing failures caused by existing conditions are excluded unless specifically included.				
10	Traffic control, traffic control plans, lane closures, flaggers, barricades, signage, striping, pavement markings, and right of way permits are excluded unless specifically included.				
11	Sanitary facilities, dumpsters, temporary water meters, meter deposits, water usage, temporary power, temporary fencing, temporary construction facilities, roadway sweeping, street cleaning, mud tracking cleanup, and cleanup of public roadways are excluded unless specifically included.				
12	Electrical utilities, gas utilities, dry utilities, communication utilities, utility relocation, potholing, private utility locating, and abandonment of existing utility lines are excluded unless specifically included.				
13	Asphalt, concrete, sidewalks, curb and gutter, driveways, paving repairs, flatwork, retaining walls, screen walls, masonry walls, fencing, gates, and handrails are excluded unless specifically included.				
14	Rock excavation, rock trenching, tree removal, clearing and grubbing, stump removal, demolition, sawcutting, removal of existing improvements, and disposal of debris are excluded unless specifically included.				
15	Hazardous materials, contaminated soils, buried debris, trash pits, unsuitable fill, unknown underground obstructions, and environmental remediation are excluded.				
16	Damage, relocation, repair, or replacement of unknown, mismarked, or unmarked utilities is excluded.				
17	Trench safety plans, engineered excavation plans, and special excavation protection are excluded unless specifically included.				
18	Tariffs, material escalation, freight increases, fuel surcharges, supplier price increases, additional mobilizations, overtime, night work, accelerated schedules, and work outside normal business hours are excluded unless specifically included.				
19	Liquidated damages, consequential damages, delay damages, and back charges are excluded unless specifically agreed to in writing.				
20	Water meters for meter vaults, meter boxes, and meter assemblies are excluded unless specifically included. Water meters are assumed to be provided by the Owner, City, County, TxDOT, Special Utility District, Municipal Utility District, Water Control and Improvement District, or applicable utility provider.				
21	This proposal includes only the specific scope stated in our written proposal. Plan conflicts, quantity discrepancies, missing information, design changes, and scope changes shall be handled by written change order.				



REQUEST FOR QUOTES (RFQ)
For

Project Title: Bowden Point Park Walking Trail Concrete

Issued: July 9, 2026

Proposal Submission Deadline: July 21, 2026

NO LATE QUOTES SHALL BE ACCEPTED

REQUEST FOR Quote

The City of Lago Vista invites participation in the Request for Quote (RFQ) from qualified contractors to provide surveying, engineering, and construction for a concrete walking trail at Bowden Point Park located at:

Bowden Point Park

Intersection of National Drive, Boggy Ford Road, and Highland Lake Drive
Lago Vista, Texas 78645

The intent of this project is to construct an ADA-accessible walking trail throughout Bowden Point Park, including a pedestrian bridge, accessibility improvements, irrigation sleeves, and associated site work.

SCOPE OF WORK

The successful contractor shall furnish all labor, materials, equipment, supervision, permits, and incidentals necessary to complete the project.

The project shall include, at a minimum:

Survey

Provide a complete topographic survey of the project area sufficient for engineering design.

Engineering

Provide engineering services including:

- Construction drawings
- ADA/TAS compliance
- Drainage considerations
- Bridge details
- Required construction specifications

Engineering shall be performed by a Professional Engineer licensed in the State of Texas.

Walking Trail

Construct approximately:

1,400 linear feet 6-foot-wide reinforced concrete walking trail

The trail shall include:

- Follow the conceptual alignment shown in the attached exhibit "A".
- Be constructed of reinforced concrete.
- Be recessed approximately 2 inches below adjacent finished grade where practical to reduce edge exposure.
- Include proper subgrade preparation.
- Include expansion joints and control joints.
- Restore disturbed areas.
- Installation of 2 inch Schedule 40 PVC sleeves beneath the trail
 - Located approximately every 100 linear feet
 - Ends Capped
 - Installed to accommodate future irrigation systems

Bridge

Provide one pedestrian bridge at the low-water crossing location shown on the exhibit.

Minimum requirements:

- Approximately 30 feet long
- Minimum 6 feet clear width
- Composite or treated wood decking (Trex or approved equal)
- ADA compliant transitions

Contractor may propose an alternate bridge system that provides equal or greater durability.

REQUIREMENTS

ADA Requirements

The project shall comply with:

- Americans with Disabilities Act (ADA)
- Texas Accessibility Standards (TAS)
- Current Public Right-of-Way Accessibility Guidelines (where applicable)

Items include but are not limited to:

- Maximum running slopes
- Cross slopes
- Accessible route from parking area
- Flush transitions
- Stable, firm, slip-resistant surface
- Provide an accessible pedestrian connection from the existing parking area on National Drive to the walking trail.

Concrete Requirements

Concrete specifications, such as:

- 6-inch-thick reinforced concrete (or as designed by the engineer)
- Minimum 3,500 PSI concrete (4,000 PSI preferred for park trails)
- #3 rebar at 18 inches on center each way or 6x6 W2.9/W2.9 welded wire mesh, as specified by the engineer.
- Contractor responsibility for obtaining all required permits and utility locates.
- Requirement to protect existing trees and coordinate bench, artwork, and memorial locations with City staff before construction.

EVALUATION

Quotes may be evaluated based upon:

- Price
- Experience
- Qualifications
- Overall best value to the City

The City reserves the right to reject any or all quotes and to negotiate with the selected contractor if deemed to be in the City's best interest.

Exhibit "A"

Conceptual Walking Trail Map



Exhibit "B"

QUOTE TABULATION SHEET

Bowden Point Park Walking Trail

Company: S&M Pro Construction Inc.

Contact: Jose Gonzalez

Phone: (512) 698-2365

Email: jose@smproconstruction.com

Quote

Item No.	Description	Estimated Quantity	Total
1	Survey	Lump Sum	\$ 3,500
2	Engineering Design, Construction Documents & ADA/TAS Compliance	Lump Sum	\$ 20,000
3	6' Wide Reinforced Concrete Walking Trail (1,400 LF)	1,400 LF	\$ 126,500
4	30' x 6' Pedestrian Bridge Complete with Handrails	1	\$ 50,000

Total Quote

\$ 200,000



REQUEST FOR QUOTES (RFQ)
For

Project Title: Bowden Point Park Walking Trail Decomposed Granite

Issued: July 9, 2026

Proposal Submission Deadline: July 21, 2026

NO LATE QUOTES SHALL BE ACCEPTED

REQUEST FOR Quote

The City of Lago Vista invites participation in the Request for Quote (RFQ) from qualified contractors to provide surveying, engineering, and construction for a stabilized decomposed granite walking trail at Bowden Point Park located at:

Bowden Point Park

Intersection of National Drive, Boggy Ford Road, and Highland Lake Drive
Lago Vista, Texas 78645

The intent of this project is to construct an ADA-accessible walking trail throughout Bowden Point Park, including a pedestrian bridge, accessibility improvements, irrigation sleeves, and associated site work.

SCOPE OF WORK

The successful contractor shall furnish all labor, materials, equipment, supervision, permits, and incidentals necessary to complete the project.

The project shall include, at a minimum:

Survey

Provide a complete topographic survey of the project area sufficient for engineering design.

Engineering

Provide engineering services including:

- Construction drawings
- ADA/TAS compliance
- Drainage considerations
- Bridge details
- Required construction specifications

Engineering shall be performed by a Professional Engineer licensed in the State of Texas.

Walking Trail

Construct approximately:

1,400 linear feet 6-foot-wide stabilized decomposed granite walking trail

The trail shall include:

- Follow the conceptual alignment shown in the attached exhibit "A".
- Compacted subgrade
- Geotextile fabric (where recommended)
- Minimum 4-inch compacted crushed limestone base
- Minimum 3-inch compacted stabilized decomposed granite surface
- Positive drainage
- Fine grading
- Continuous edge restraint system on both sides of the trail to prevent migration of the decomposed granite.
- Restore disturbed areas.
- Installation of 2 inch Schedule 40 PVC sleeves beneath the trail
 - Located approximately every 100 linear feet

- Ends Capped
- Installed to accommodate future irrigation systems

Bridge

Provide one pedestrian bridge at the low-water crossing location shown on the exhibit.

Minimum requirements:

- Approximately 30 feet long
- Minimum 6 feet clear width
- Composite or treated wood decking (Trex or approved equal)
- ADA compliant transitions

Contractor may propose an alternate bridge system that provides equal or greater durability.

REQUIREMENTS

ADA Requirements

The project shall comply with:

- Americans with Disabilities Act (ADA)
- Texas Accessibility Standards (TAS)
- Current Public Right-of-Way Accessibility Guidelines (where applicable)

Items include but are not limited to:

- Maximum running slopes
- Cross slopes
- Accessible route from parking area
- Flush transitions
- Stable, firm surface
- Provide an accessible pedestrian connection from the existing parking area on National Drive to the walking trail.

Edge Restraint Requirements

The edge restraint system shall:

- Maintain the integrity of the decomposed granite trail.
- Prevent lateral movement and erosion of trail materials.
- Be installed continuously along both sides of the trail except where the trail connects to sidewalks, bridge approaches, or other paved surfaces.
- Follow all curves shown on the final alignment.
- Be securely anchored in accordance with the manufacturer's recommendations.
- Be capable of supporting routine maintenance equipment.

EVALUATION

Quotes may be evaluated based upon:

- Price
- Experience
- Qualifications
- Overall best value to the City

The City reserves the right to reject any or all quotes and to negotiate with the selected contractor if deemed to be in the City's best interest.

Exhibit "A"

Conceptual Walking Trail Map



Exhibit "B"

QUOTE TABULATION SHEET

Bowden Point Park Walking Trail

Company: S&M Pro Construction Inc.

Contact: Jose Gonzalez

Phone: (512) 698-2365

Email: jose@smproconstruction.com

Quote

Item No.	Description	Estimated Quantity	Total
1	Survey	Lump Sum	\$ 3,500
2	Engineering Design, Construction Documents & ADA/TAS Compliance	Lump Sum	\$ 20,000
3	6' Wide Reinforced Concrete Walking Trail (1,400 LF) D.G.	1,400 LF	\$ 50,000
4	30' x 6' Pedestrian Bridge Complete with Handrails	1	\$ 50,000
Option 5	Steel Edge Restraint	2,800 LF (both sides)	\$ 42,000
Option 6	Aluminum Edge Restraint	2,800 LF (both sides)	\$ 42,000
Option 7	Concrete Curb Edge Restraint (4" x 6" minimum)	2,800 LF (both sides)	\$ 78,000
Option 8	Natural Limestone Block Edge (Native Stone)	2,800 LF (both sides)	\$ 64,000
<u>Total Option 5</u>			<u>\$ 165,500</u>
<u>Total Option 6</u>			<u>\$ 165,500</u>
<u>Total Option 7</u>			<u>\$ 201,500</u>
<u>Total Option 8</u>			<u>\$ 187,500</u>

Statement of Qualifications and Best Value

Bowden Point Park Reinforced Concrete Walking Trail

The Synthesist LLC is a locally operated construction and site-development contractor serving Lago Vista and the surrounding Central Texas area.

Our team has direct experience performing:

- Excavation and site grading
- Reinforced concrete construction
- Subgrade preparation and compaction
- Drainage-related site work
- Utility trenching and sleeve installation
- Material hauling
- Structural and general construction management
- Site restoration and cleanup

Because our company is locally based and owns much of the equipment required for this project, we can reduce repeated mobilization charges, outside equipment-rental costs, and unnecessary subcontractor markups.

Understanding of the Project

We understand that the City of Lago Vista is seeking a durable, ADA-accessible reinforced concrete walking trail at Bowden Point Park that provides long-term public value while remaining financially responsible.

Our proposal is based on the requirements stated in the RFQ, including:

- Approximately 1,400 linear feet of six-foot-wide reinforced concrete trail
- Approximately six-inch concrete thickness, or as directed by the project engineer
- Proper subgrade preparation
- Reinforcement consisting of #3 rebar at 18 inches on center each way or an engineer-approved welded-wire alternative
- Control joints and expansion joints
- Irrigation sleeves beneath the trail at approximately 100-foot intervals
- Positive drainage and flush transitions
- Restoration of disturbed areas
- An accessible connection from the existing parking area
- One approximately 30-foot-long by six-foot-wide pedestrian bridge with handrails and ADA-compliant approaches

The final work will be constructed according to the approved engineering documents and applicable accessibility requirements.

Relevant Experience

Our team routinely performs construction involving excavation, grading, reinforced concrete, utility preparation,

material placement, hauling, and construction management.

Our relevant capabilities include:

- Preparing uneven, sloped, and rocky Central Texas sites
- Establishing elevations, cross slopes, and positive drainage
- Excavating and compacting concrete subgrades
- Installing reinforcing steel and welded-wire reinforcement
- Setting and stripping concrete forms
- Coordinating phased ready-mix deliveries
- Placing and finishing concrete flatwork
- Installing control and expansion joints
- Installing underground irrigation and utility sleeves
- Constructing foundations, structural components, and access improvements
- Completing final grading, cleanup, and restoration

Our familiarity with local soil, limestone, vegetation, drainage, and equipment-access conditions allows us to anticipate common construction issues before they create delays or unnecessary costs.

Equipment and Operational Capacity

Our company owns or maintains direct access to the principal equipment necessary for the work, including:

- CAT 308 excavator
- Kubota SVL97 compact track loader
- Compaction equipment
- End-dump hauling equipment
- Equipment and gooseneck trailers
- Concrete saws, vibrators, screeds, and finishing equipment
- Excavation, grading, and concrete attachments
- General construction tools and support equipment

Owning and directly operating the principal excavation and grading equipment allows us to maintain greater control over the construction schedule and project cost.

It also reduces the risk of delays caused by rental availability or third-party equipment scheduling.

Concrete Construction Approach

Our anticipated construction process includes:

1. Confirming the approved trail alignment and elevations.
2. Coordinating utility locates and protecting existing improvements.
3. Excavating and grading the trail corridor.
4. Preparing and compacting the subgrade.
5. Installing localized limestone base or corrective material where required.
6. Installing the required irrigation sleeves before concrete placement.
7. Setting forms to the required width, elevations, and cross slopes.
8. Installing reinforcing steel or engineer-approved welded-wire reinforcement.

9. Scheduling concrete deliveries in manageable sections.
10. Placing and finishing the concrete to provide a stable and slip-resistant surface.
11. Installing control joints, expansion joints, and required transitions.
12. Backfilling trail edges and restoring disturbed areas.
13. Completing final inspection and correcting identified deficiencies.

Quality-Control Approach

Quality control will include, as applicable:

- Verification of trail alignment and width
- Confirmation of finished elevations and drainage
- Inspection of subgrade conditions before placement
- Verification of compaction
- Confirmation of reinforcement spacing and support
- Verification of concrete thickness
- Review of concrete delivery tickets and specified compressive strength
- Inspection of irrigation sleeves before concealment
- Proper placement of control and expansion joints
- Confirmation of flush and accessible transitions
- Review of bridge approaches and handrails
- Final grading and restoration
- Correction of deficiencies identified during inspection

The work will be coordinated with the project engineer to maintain ADA and Texas Accessibility Standards compliance.

Project Management and Coordination

A designated project manager will coordinate with:

- City staff
- The project surveyor
- The project engineer
- Utility-location services
- Concrete and material suppliers
- Inspectors and accessibility representatives, as applicable
- Bridge-material suppliers and subcontractors, if required

The project manager will be responsible for scheduling, site supervision, material coordination, quality control, safety, documentation, and communication with the City.

Any conflict between actual field conditions and the approved plans will be reported to the City and project engineer before proceeding with the affected work.

Price and Cost Control

Our proposal has been developed from the actual dimensions and quantities identified in the RFQ.

Cost-control measures include:

- Use of locally available concrete and aggregate suppliers
- Contractor and volume pricing
- Company-owned excavation and grading equipment
- Reuse of form materials where practical
- Phased concrete placement to reduce wasted material
- Coordinated concrete-truck scheduling
- Direct management of excavation, grading, reinforcement, and placement
- Reduced dependence on multiple layers of subcontractor markup
- Efficient handling of suitable excavated material where approved by the City
- Early coordination with the engineer to avoid unnecessary field changes

Our goal is to provide the lowest responsible price that can realistically complete the required scope without reducing concrete thickness, reinforcement, accessibility, drainage performance, or long-term durability.

Overall Best Value to the City

We believe our concrete proposal provides strong overall value because it combines:

- Competitive and transparent pricing
- Local availability
- Company-owned equipment
- Familiarity with Lago Vista construction conditions
- Direct control of grading and concrete preparation
- Responsive project management
- Reduced mobilization and transportation expenses
- Durable, low-maintenance construction
- Efficient coordination with City staff and the project engineer
- Commitment to completing the full required scope

Our local presence also allows us to respond quickly to site questions, inspections, scheduling changes, warranty concerns, and corrective work if necessary.

Value Engineering and Negotiation

We understand that the City reserves the right to negotiate with the selected contractor.

If requested, we are prepared to work with the City and project engineer to evaluate reasonable cost-saving alternatives, including:

- Engineer-approved welded-wire reinforcement in place of individual rebar
- Alternative pour sequencing
- Adjustments to concrete mix design where permitted
- Use of treated wood rather than composite bridge decking
- Alternative bridge framing or support systems
- Use of suitable onsite material where approved

- Adjustments to material sources
- Phased construction
- Other equivalent-value substitutions approved by the City and engineer

No material or construction substitution will be made without the appropriate approval.

Commitment

The Synthesist LLC is committed to completing the Bowden Point Park Reinforced Concrete Walking Trail safely, responsibly, and in accordance with the final approved construction documents.

We appreciate the opportunity to provide the City of Lago Vista with a locally managed, durable, and cost-conscious proposal for this public improvement project.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <u>The Synthesist LLC</u>	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) <u>S</u> Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. <u>7907 Bar K Ranch rd</u>	Requester's name and address (optional)
6 City, state, and ZIP code <u>Lago Vista, Tx, 78645</u>		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person [Signature]

Date 7-16-24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/21/2026

210

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C, No, Ext): (855) 222-5919 E-MAIL ADDRESS: support@nextinsurance.com FAX (A/C, No):
INSURED THE SYNTHESIST LLC 7907 Bar K Ranch Rd Lago Vista, TX 78645	INSURER(S) AFFORDING COVERAGE INSURER A: State National Insurance Company, Inc. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 12831

COVERAGES

CERTIFICATE NUMBER: 340160520

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			NXTXPFKYJ-01-GL	02/21/2026	02/21/2027	EACH OCCURRENCE \$300,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00 MED EXP (Any one person) \$15,000.00 PERSONAL & ADV INJURY \$300,000.00 GENERAL AGGREGATE \$1,000,000.00 PRODUCTS - COMP/OP AGG \$1,000,000.00 \$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractors Errors and Omissions			NXTXPFKYJ-01-GL	02/21/2026	02/21/2027	Each Occurrence: \$25,000.00 Aggregate: \$50,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance.

CERTIFICATE HOLDER

THE SYNTHESIST LLC
7907 Bar K Ranch Rd
Lago Vista, TX 78645

LIVE CERTIFICATE



Click or scan to view

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ann Ryan



Exhibit "B"

QUOTE TABULATION SHEET

Bowden Point Park Walking Trail

Company: **The Synthesist LLC**

Contact: **David vonOhlerking**

Phone: **512-809-5551**

Email: **david@vonohlerking.com**

Quote

Item

No. Description Estimated Quantity Total

	Survey	Lump Sum	\$3,200
	Engineering Design, Construction Documents & ADA/TAS Compliance	Lump Sum	\$1,000
	6' Wide Reinforced Concrete Walking Trail (1,400 LF)	1,400 LF	\$120,000
	30' x 6' Pedestrian Bridge Complete with Handrails	1	\$25,000

Total Quote \$149,2000



Exhibit "B"

QUOTE TABULATION SHEET

Bowden Point Park Walking Trail

Company: **The Synthesist LLC**

Contact: **David vonOhlerking**

Phone: **512-809-5551**

Email: **david@vonohlerking.com**

Quote

Item No. Description Estimated Quantity Total

Survey	Lump Sum	\$3,200
Engineering Design, Construction Documents & ADA/TAS Compliance	Lump Sum	\$1000
6' Wide Reinforced Concrete (Decomposed Granite) Walking Trail (1,400 LF)	1,400 LF	\$49,000
30' x 6' Pedestrian Bridge Complete with Handrails	1	\$25,000
Steel Edge Restraint	2,800 LF (both sides)	\$14,000
Aluminum Edge Restraint	2,800 LF (both sides)	\$17,000
Concrete Curb Edge Restraint (4" x 6" minimum)	2,800 LF (both sides)	\$14,000
Natural Limestone Block Edge (Native Stone)	2,800 LF (both sides)	\$11,000

Total Option 5	\$92,200
Total Option 6	\$95,200
Total Option 7	\$92,200
Total Option 8	\$89,000

Statement of Qualifications and Best Value

Bowden Point Park Stabilized Decomposed Granite Walking Trail

Company Overview

The Synthesist LLC is a locally operated construction and site-development contractor serving Lago Vista and the surrounding Central Texas area.

Our team has direct experience performing:

- Excavation and site grading
- Aggregate-base installation
- Decomposed granite installation
- Soil and aggregate compaction
- Drainage-related site work
- Utility trenching and sleeve installation
- Material hauling
- Natural-stone installation
- Structural and general construction management
- Site restoration and cleanup

Because our company is locally based and owns much of the equipment required for this project, we can reduce repeated mobilization charges, outside equipment-rental costs, and unnecessary subcontractor markups.

Understanding of the Project

We understand that the City of Lago Vista is seeking a stable, firm, ADA-accessible walking trail at Bowden Point Park using stabilized decomposed granite.

Our proposal is based on the requirements stated in the RFQ, including:

- Approximately 1,400 linear feet of six-foot-wide stabilized decomposed granite trail
- Compacted subgrade
- Geotextile fabric where recommended by the engineer
- A minimum four-inch compacted crushed-limestone base
- A minimum three-inch compacted stabilized decomposed granite surface
- Positive drainage and fine grading
- Continuous edge restraint along both sides of the trail
- Approximately 2,800 linear feet of total edge restraint
- Irrigation sleeves beneath the trail at approximately 100-foot intervals
- Restoration of disturbed areas
- An accessible connection from the existing parking area

- One approximately 30-foot-long by six-foot-wide pedestrian bridge with handrails and ADA-compliant approaches

The final work will be constructed according to the approved engineering documents and applicable accessibility requirements.

Relevant Experience

Our team routinely performs construction involving excavation, grading, crushed-limestone placement, decomposed granite installation, material hauling, drainage, utility preparation, and construction management.

Our relevant capabilities include:

- Preparing uneven, sloped, and rocky Central Texas sites
- Establishing trail elevations and positive drainage
- Excavating trail corridors
- Moisture-conditioning and compacting native subgrade
- Installing geotextile separation fabric
- Spreading and compacting crushed-limestone base
- Placing and compacting stabilized decomposed granite
- Fine grading walking surfaces
- Installing steel, aluminum, concrete, or natural-stone edge restraints
- Installing underground irrigation and utility sleeves
- Operating in locations with limited equipment access
- Completing final grading, cleanup, and restoration

Our familiarity with local limestone, soil, drainage, vegetation, and material suppliers allows us to source appropriate materials efficiently and reduce unnecessary delivery and transportation costs.

Equipment and Operational Capacity

Our company owns or maintains direct access to the principal equipment necessary for the work, including:

- CAT 308 excavator
- Kubota SVL97 compact track loader
- Roller and vibratory compaction equipment
- End-dump hauling equipment
- Equipment and gooseneck trailers
- Watering and moisture-conditioning equipment
- Excavation, grading, and material-placement attachments
- General construction tools and support equipment

Owning and directly operating the principal excavation and grading equipment allows us to maintain greater control over the construction schedule and project cost.

It also reduces the risk of delays caused by rental availability or third-party equipment scheduling.

Stabilized DG Construction Approach

Our anticipated construction process includes:

1. Confirming the approved trail alignment and elevations.
2. Coordinating utility locates and protecting existing improvements.
3. Excavating and grading the trail corridor.
4. Preparing, moisture-conditioning, and compacting the subgrade.
5. Installing geotextile fabric where directed or recommended.
6. Installing the required irrigation sleeves.
7. Placing the minimum four-inch compacted crushed-limestone base.
8. Grading and compacting the limestone base to the required elevations and cross slopes.
9. Installing the selected continuous edge-restraint system.
10. Placing the minimum three-inch compacted stabilized decomposed granite surface.
11. Moisture-conditioning, grading, and compacting the DG surface.
12. Establishing smooth and flush transitions at the bridge, parking connection, and other paved surfaces.
13. Restoring disturbed areas.
14. Completing final inspection and correcting identified deficiencies.

Edge-Restraint Installation

The selected edge-restraint system will be installed continuously on both sides of the trail except where the trail connects to the bridge, sidewalks, parking improvements, or other paved surfaces.

Installation will include:

- Alignment through curves and transitions
- Proper anchoring or embedment
- Consistent finished elevation
- Support of the compacted trail materials
- Resistance to lateral migration and erosion
- Accommodation of routine maintenance equipment
- Coordination with final trail grading

The final installation method will follow the engineered plans and applicable manufacturer recommendations.

Quality-Control Approach

Quality control will include, as applicable:

- Verification of trail alignment and width
- Confirmation of finished elevations and drainage
- Inspection of the subgrade before base placement

- Verification of required base and DG thickness
- Moisture conditioning of aggregate materials
- Compaction of the limestone base
- Compaction and fine grading of the stabilized DG surface
- Inspection of irrigation sleeves before concealment
- Verification of continuous edge-restraint installation
- Confirmation of smooth, flush, and accessible transitions
- Review of bridge approaches and handrails
- Final grading and restoration
- Correction of deficiencies identified during inspection

The work will be coordinated with the project engineer to maintain ADA and Texas Accessibility Standards compliance.

Project Management and Coordination

A designated project manager will coordinate with:

- City staff
- The project surveyor
- The project engineer
- Utility-location services
- Limestone and decomposed granite suppliers
- Edge-restraint suppliers
- Inspectors and accessibility representatives, as applicable
- Bridge-material suppliers and subcontractors, if required

The project manager will be responsible for scheduling, site supervision, material coordination, quality control, safety, documentation, and communication with the City.

Any conflict between actual field conditions and the approved plans will be reported to the City and project engineer before proceeding with the affected work.

Price and Cost Control

Our proposal has been developed from the actual dimensions and quantities identified in the RFQ.

Cost-control measures include:

- Direct sourcing of limestone and stabilized decomposed granite
- Contractor and volume material pricing
- Use of local and regional quarries
- Coordinated end-dump deliveries
- Company-owned excavation and grading equipment
- Installation of edge restraint while the trail corridor is already prepared
- Reduced separate mobilization expenses

- Direct management of excavation, grading, base installation, and compaction
- Reduced dependence on multiple layers of subcontractor markup
- Efficient use of suitable excavated material where approved by the City
- Early coordination with the engineer to avoid unnecessary field changes

Our goal is to provide the lowest responsible price that can realistically complete the required scope without reducing aggregate thickness, compaction, stabilization, drainage performance, accessibility, or edge restraint.

Overall Best Value to the City

We believe our stabilized DG proposal provides strong overall value because it combines:

- Competitive and transparent pricing
- Local availability
- Company-owned equipment
- Familiarity with Lago Vista construction conditions
- Direct access to regional aggregate suppliers
- Responsive project management
- Reduced mobilization and transportation expenses
- Flexible edge-restraint options
- Efficient coordination with City staff and the project engineer
- Commitment to completing the full required scope

Our local presence also allows us to respond quickly to site questions, inspections, scheduling changes, warranty concerns, and corrective work if necessary.

Value Engineering and Negotiation

We understand that the City reserves the right to negotiate with the selected contractor.

If requested, we are prepared to work with the City and project engineer to evaluate reasonable cost-saving alternatives, including:

- Alternative approved limestone sources
- Alternative stabilized DG gradations or suppliers
- Steel, aluminum, concrete, or native-limestone edge restraints
- Adjustments to the edge-restraint installation method
- Use of treated wood rather than composite bridge decking
- Alternative bridge framing or support systems
- Use of suitable onsite material where approved
- Geotextile installation only where recommended by the engineer
- Phased construction
- Other equivalent-value substitutions approved by the City and engineer

No material or construction substitution will be made without the appropriate approval.

Commitment

The Synthesist LLC is committed to completing the Bowden Point Park Stabilized Decomposed Granite Walking Trail safely, responsibly, and in accordance with the final approved construction documents.

We appreciate the opportunity to provide the City of Lago Vista with a locally managed, durable, and cost-conscious proposal for this public improvement project.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
The Synthesist LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☒ **LLC.** Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) S
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.
7907 Bar K Ranch rd

6 City, state, and ZIP code
Lago Vista, Tx, 78045

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

or

Employer identification number

8	2	-	4	8	6	1	7	7	7
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person [Signature] Date 7-16-26

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/21/2026

222

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME:		
	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):	
	E-MAIL ADDRESS: support@nextinsurance.com		
INSURED THE SYNTHESIST LLC 7907 Bar K Ranch Rd Lago Vista, TX 78645	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: State National Insurance Company, Inc.		12831
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 340160520**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			NXTXPFKYXJ-01-GL	02/21/2026	02/21/2027	EACH OCCURRENCE \$300,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00 MED EXP (Any one person) \$15,000.00 PERSONAL & ADV INJURY \$300,000.00 GENERAL AGGREGATE \$1,000,000.00 PRODUCTS - COMP/OP AGG \$1,000,000.00 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / ☒ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractors Errors and Omissions			NXTXPFKYXJ-01-GL	02/21/2026	02/21/2027	Each Occurrence: \$25,000.00 Aggregate: \$50,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance.

CERTIFICATE HOLDERTHE SYNTHESIST LLC
7907 Bar K Ranch Rd
Lago Vista, TX 78645**LIVE CERTIFICATE**

Click or scan to view

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bowden Point Quote Summary

Closed 7/21/2026

#

Quotes Received	4
-----------------	---

Company Name	Concrete	Decomposed Granite Steel Edging	Decomposed Granite Aluminum Edging	Decomposed Granite Concrete Edging	Decomposed Granite Natural Limestone Edging
LV Contractor	\$ 125,283.00	No Quote	No Quote	\$ 91,990.00	\$ 97,950.00
The Synthesist	\$ 149,200.00	\$ 92,200.00	\$ 95,200.00	\$ 92,200.00	\$ 89,000.00
S&M Pro Construction	\$ 200,000.00	\$ 165,500.00	\$ 165,500.00	\$ 201,500.00	\$ 187,500.00
Mills Construction	\$ 545,000.00	\$ 437,000.00	\$ 448,200.00	\$ 473,400.00	\$ 512,600.00