



**AGENDA
CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS
5803 THUNDERBIRD
LAGO VISTA, TX
AUGUST 7, 2025 AT 1:00 PM**

REGULAR SESSION WILL RECONVENE AT 3:00PM

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.

United States: +1 (646) 749-3122

Access Code: 242-387-805

1. CALL TO ORDER, CALL OF ROLL

Kevin Sullivan, Mayor

Rob Durbin, Mayor Pro-Tem

Shane Saum, Council Member

Adam Benefield, Council Member

Norma Owen, Council Member

Paul Roberts, Council Member

Paul Prince, Council Member

2. EXECUTIVE SESSION

Convene into a closed Executive Session pursuant to;

- A. Consultation with Legal Counsel concerning all regular meeting agenda items requiring confidential, attorney/client advice (as needed) pursuant to Texas Government Code Section 551.071.
- B. City Council will convene into executive session pursuant to Texas Government Code § 551.071(1) to consult with the City Attorney regarding legal issues related to Tessera parkland dedication, a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with the Open Meetings Act and pending or contemplated litigation related thereto.
- C. 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 - Development Services Director.

- D. 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 - Police Chief.
- E. 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 - City Manager.

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

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

- A. Consultation with Legal Counsel concerning all regular meeting agenda items requiring confidential, attorney/client advice (as needed) pursuant to Texas Government Code Section 551.071.
- B. City Council will convene into executive session pursuant to Texas Government Code § 551.071(1) to consult with the City Attorney regarding legal issues related to Tesser parkland dedication, a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with the Open Meetings Act and pending or contemplated litigation related thereto.
- C. 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 - Development Services Director.
- D. 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 - Police Chief.
- E. 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 - City Manager.

4. INVOCATION

5. PLEDGE OF ALLEGIANCE, PLEDGE TO TEXAS FLAG

6. 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 3:00 p.m.

[Citizen Participation Registration Form](#)

7. ITEMS OF COMMUNITY INTEREST

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

- a. Expression of thanks, gratitude, and condolences.
 - b. Information regarding holiday schedules.
 - c. Recognition of individuals, i.e. Proclamations.
 - d. Reminders regarding City Council events.
 - e. Reminders regarding community events.
 - f. Health and safety announcements.
- A. Proclamation Declaring August 17, 2025, as Aviation Day in the City of Lago Vista.

8. PRESENTATIONS

- A. Receive annual report from the Library Advisory Board.
- B. Receive annual report from the Building and Standards Commission.
- C. Receive annual report from the Golf Course Advisory Committee.

9. WORK SESSION

- A. FY 25-26 Budget Workshop
- B. Present Tax Rates to City Council

10. 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.

- A. Action regarding the June 26, 2025, Regular City Council Meeting Minutes.
- B. Action regarding the July 7, 2025, Regular City Council Meeting Minutes.
- C. Consider approval of Ordinance No. 25-08-07-01, an ordinance ordering and establishing procedures for the 2025 General Election in the City of Lago Vista to elect officials for Mayor, Council Member Place 1, Council Member Place 3 and Council Member Place 5; providing for notice of the election; providing election precinct and polling places; providing for early voting; providing an effective date and open meetings clause; and providing for related matters.

- D. Consider approval of a Joint Election Agreement with Travis County for the November 4, 2025, election and approval of the corresponding Election Services Contract.
- E. Discussion, consideration, and possible action to approve Resolution 25-2143 authorizing the disposition of surplus property from the Police Department.
- F. Discussion, consideration, and possible action to approve a Resolution No. 25-2144 urging Travis County to avoid a property tax increase and instead pursue budget savings and state funding to support flood recovery.

11. ACTION ITEMS

- A. Discussion and possible action on Amendment No. 2 to the effluent ponds repair design project to include golf course irrigation design, or alternatively, direction on whether to proceed with the original golf course irrigation designer. Council to evaluate both proposals and determine which approach to move forward with.
- B. Discussion, consideration, and possible action awarding Lone Star Paving Company's bid for RFP 25-07 in the amount of \$1,317,305.60 to repave over 23 City streets and authorize the City Manager to execute the contract.
- D. Discussion, consideration, and possible action authorizing the City Manager to authorize Freese and Nichols, the City of Lago Vista Consulting Engineer Firm to perform a Development Code Review and Diagnostic Service of the City of Lago Vista's Development Codes.
- C. Discussion, consideration and possible action regarding legislative compliance review on 2025 Texas Legislative Session mandates impacting city operations.
- E. Consideration and possible action to remove the March 20, 2025, Stage 2 Water Restrictions as per the City's and LCRA's adopted Drought Contingency Plan and consider changes to the City's Drought Contingency Plan.

12. STAFF AND COUNCIL LIAISON REPORTS

- A. Routine Reports from City Staff
- B. Routine Reports from City Council Board/Commission/Committee Liaisons,
 - Building and Standards Commission, Councilmember Benefield
 - Keep Lago Vista Beautiful, Councilmember Benefield
 - Lago Vista Starry Skies, Councilmember Benefield
 - Planning & Zoning Commission, Mayor Pro Tem Durbin
 - Economic Development Advisory Committee, Councilmember Owen
 - Lago Vista Independent School District, Councilmember Owen
 - Lago Vista Property Owner's Association, Councilmember Owen
 - Turnback Canyon Trail Conservancy, Councilmember Owen
 - Golf Course Advisory Committee, Councilmember Prince
 - Library Advisory Board, Councilmember Prince
 - Parks & Recreation Advisory Committee, Councilmember Prince
 - Board of Adjustment, Councilmember Roberts

- Airport Advisory Board, Councilmember Saum
- Governmental Affairs, Councilmember Saum
- Water Issues; Lower Colorado River Authority Board, Texas Water Development Board, and other entities as appropriate, Councilmember Saum
- Youth Advisory Committee, Mayor Sullivan
- Capital Area Council of Governments, Mayor Sullivan
- Texas Department of Transportation, Mayor Sullivan
- Cap Metro, Mayor Sullivan

13. 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 1 PM on the 1st day of August 2025.

Susie Quinn TRMC, CMC , Interim 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.

City of Lago Vista, Texas
Proclamation
Recognizing Aviation Day and Honoring Rusty Allen Airport
*Presented by the City of Lago Vista Council and the Economic Development
Department*

WHEREAS, aviation plays a vital role in connecting communities, supporting emergency services, and driving local economic development; and

WHEREAS, in October 1994, the Lago Vista airport was renamed **Lago Vista, Texas, Rusty Allen Airport** to honor former Mayor Rusty Allen, whose leadership guided every major airport improvement for over 20 years; and

WHEREAS, Rusty Allen and George Eeds co-owned a 1942 Piper L-4 Cub used during World War II for medical evacuation, symbolizing the airport's longstanding spirit of service; and

WHEREAS, from just 16 aircraft and 10 hangars in its early years, Rusty Allen Airport has grown into a key general aviation hub and a contributor to Lago Vista's continued growth; and

WHEREAS, the City of Lago Vista, through the collaborative efforts of the Economic Development Department, the Parks & Recreation Department, the Airport Advisory Board, and the aviation community, remains committed to maintaining and improving the safety, accessibility, and vitality of Rusty Allen Airport;

NOW, THEREFORE, I, **Kevin Sullivan**, Mayor of the City of Lago Vista, do hereby proclaim:

August 17, 2025, as Aviation Day in the City of Lago Vista

and encourage all citizens to join the City of Lago Vista and the Economic Development Department in celebrating the legacy and future of Rusty Allen Airport.

Proclaimed this 7th day of August 2025.

Kevin Sullivan, Mayor
City of Lago Vista, Texas



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 7, 2025

SUBMITTED BY: Jan Steele, Library

SUBJECT: Receive annual report from the Library Advisory Board.

BACKGROUND:

Section 7.8(8) of Article 7 (Boards and Commissions) of the "Rules of Procedure" amended by the Lago Vista City Council April 2024, specifies that each committee, board, or commission shall create an annual work plan, notwithstanding any of the work brought to them in accordance with their responsibilities as outlined in the Code of Ordinances. Section 7.8(8)(c) specifically states that "Every June or July, the committee chair will report to the city council the progress on the committee's annual work plan."

That report was presented and approved at the July 14, 2025, meeting of the Library Advisory Board. The report is included in the packet for the review and use of the Council.

ATTACHMENTS:

[2025 LAB Annual Report to City Council](#)

[2025 Library Long Range Plan-Approved 7-14-2025](#)

Library Advisory Board Annual Report 2025

Accomplishments since our last report to the Council based on 2024 Library Long-Range Plan

- Improved library offerings for middle and high school ages
 - Appointed LVISD Library and Media Specialist, Heather Womack to the Board
 - Maintained an active teen library group that meets twice monthly
 - Poetry, create art, book and philosophy discussions
- Reviewed and updated the Board's Annual Work Plan
- Reviewed and updated the Library Long-Range Plan
- Planning for current Library facility optimization with expansion delayed
- Completion of the Library green - space area
 - Joint project of Friends of the Library and Keep Lago Vista Beautiful
 - Tables, fiberglass caterpillar, stone and ground mulch funded by Friends of the Library
 - Art sculpture funded by Keep Lago Vista Beautiful (KLVB)
- Develop Library green space with seating, story walk, and public art feature

Action plan for the next 12-18 months

- Improve indoor lighting with LED upgrade
 - Library director included cost of LED lighting in the '24-25 budget
 - Delayed because of the cost of recent sewer repairs
- Add street directional signage to the library
 - Discussions with Eric Zeno
 - Request the next city budget for signage
- Develop a Historical Preservation program
 - Historical document collection and preservation
 - Plans in progress to digitize former Lago Vista newspapers

Lago Vista Public Library

Long Range Plan 2025

INTRODUCTION

This long-range plan was created to provide future direction for the Lago Vista Public Library. Both the staff of the City of Lago Vista and the Lago Vista Library Advisory Board will use it as a planning document. This plan replaces the 2024 plan.

Two adjunct groups exist that support the Lago Vista Public Library. A City Council-appointed Advisory Board works on planning and making recommendations to both the City Council and City Staff. Friends of the Library is a 501(c) (3) non-profit organization that raises funds to supplement the Library's City's budget for expenses for books and other collection materials, programs and events, computers and software, and building upgrades.

Enhancing library services involves addressing the dual challenge of meeting the diverse needs of our expanding community efficiently and cost-effectively, while also ensuring continued relevance in an increasingly digital landscape. Furthermore, the Library faces constraints posed by its limited physical space.

MISSION STATEMENT

The mission of the Lago Vista Public Library is to enrich our community by providing a welcoming environment where people of all ages have convenient access to resources, technology, services, programs, and lifelong learning opportunities.

LIBRARY HISTORY

The Lago Vista Community Library was started in 1980 by a group of citizens with the support of area clubs and organizations. During the early years, the library collection was shelved in various donated locations. In 1987, the current building on Dawn Drive became available, providing a permanent home for the Lago Vista Community Library.

In 1997 the City of Lago Vista, the Lower Colorado River Authority, and the Lago Vista Property Owner's Association funded an expansion to the Library. In 2001, the building and its contents were given to the City of Lago Vista in exchange for continuing operating funds to pay for a library director and operating expenses.

In 2011, funds from the City, the Friends of the Library, and a grant from the Tocker Foundation paid for an expansion and renovation that included a large meeting room

where library programs could be held to promote lifelong learning in the community. The Friends of the Library, a nonprofit 501(c)(3) fundraising organization, continues to pay for a large portion of the Library's print and digital materials, subscriptions, equipment, computers, and software.

The current Lago Vista Public Library staff consists of two full-time librarians with a master's degree in library science (MLS), two library assistants (one full-time and one part-time,) and a team of committed volunteers who collectively contribute more than 2,000 hours of service per year.

Community Description

The City of Lago Vista is located within Travis County, Texas, approximately 40.9 miles from downtown Austin.

Between 2010 - 2020 Travis County experienced a population increase of 26.9%. Lago Vista grew by 47%. Lago Vista is a thriving city in a growing triad of communities. The Library serves Lago Vista, Point Venture, Jonestown, and the surrounding North Lake Travis area.

A significant amount of homebuilding is underway with homes more affordable than the Austin metro area. Younger families with children are moving to Lago Vista, turning our area into a bedroom community of Austin.

DEMOGRAPHICS

U.S. Census - Lago Vista Population Increases

<u>YEAR</u>	<u>POPULATION</u>
1990	2,199
2000	4,507
2010	6,041
2020	8,896
2030 Projection	15,000 - 16,000

As of the 2020 U.S. Census, there were 2,996 households residing in the City with children present in 16.3% of these homes. The Lago Vista ISD 2023-2024 school year recorded 1,868 students - a 20.7% increase over the 2018-2019 school year.

According to Lago Vista Economic Development Director, Eric Zeno, the population of Lago Vista in 2025 increased to 14,692. This estimate is based on residential water counts of 5,877 x 2.5 per household.

Lago Vista Racial/Ethnic Composition (per the City's Website)

<u>RACE</u>	<u>%</u>
White	74.5
Hispanic	19.9
Black American	3.6
Asian	0.8
Native American	0.2
Other/Multiracial	1.8

Population By Age (per 2020 Census)

<u>AGE</u>	<u>%</u>
0 -19	14
20 - 39	17
40 - 59	29
60+	39

The median age of Lago Vista residents is 53 years old.

Goals and Objectives

I. Expand the Library and its services to reflect the ever-increasing needs of a diverse, vibrant, growing community.

1. Ensure the participation of Library staff and members of the Library Advisory Board within the City committee tasked with formulating criteria and estimating costs for a possible future library bond issue.

- a. Work with architects to provide a “Commons” area for the community; a space for meetings, makerspaces, as well as quiet rooms for private study.

This item has been suspended pending future availability of funds.

- b. Commission a professional survey of Lago Vista residents to determine their needs, interests, and support for a new library.

A comprehensive survey conducted by OnPointe Insights concluded on January 30, 2024, and the findings have been compiled. Survey results will be used to optimize our current facility.

- c. Provide designated areas for children, teens, and adults, allowing the groups to have their own spaces.

2. Monitor changes in demographics, including age groups and second language learners

- a. Obtain current demographics for Lago Vista, Point Venture, and Jonestown. Check with City Manager at Jonestown and LVISD for demographics and languages.

- b. Adjust offerings to accommodate changing demographics.

3. Increase the number of informational and educational programs accessible to individuals of all ages.

4. Include archival space for local historical preservation materials.

Efforts need to be made to have a climate-controlled space, such as heating and cooling the Library’s back storage room.

II. To provide access to resources and information in both print and digital formats.

1. Maintain the integrity of a wide range of books, publications and resources, and provide access to accurate information that serves the needs and interests of the community.

Ongoing: Publications made available by the Library include voter registration applications, voter guides, and IRS forms.

2. Continue to optimize current space to accommodate collection shelving, quiet zones, and work areas.

Ongoing - The teen area was recently redesigned by staff and a volunteer to enhance its appeal and improve the accessibility of books across different series.

III. To offer a wide range of services, programs, and materials aimed at fostering literacy development across all age groups.

1. Support literacy through collections, technology, and partnerships.

Ongoing

2. Promote and develop strategies for lifelong learning.

Ongoing

IV. To provide access to up-to-date technology.

1. Research and implement technology based on community needs.

Ongoing: The Library provides access to wireless printing, free Wi-Fi, and public computers with updated software.

2. Offer technology training for staff and patrons to ensure traditional and evolving library services.

Ongoing - Technology training is available to staff through webinars offered by the Texas Library Association, Texas State Library and Archives Commission, Partners Library Action Network (PLAN), and other resources.

3. Enable patrons to utilize self-service options, including self-checkout and public computer access via their patron cards, fostering autonomy and efficiency.

Staff is in the process of setting up an online library card application system and is researching software for self-login to public computers.

V. To improve community awareness of the Library and its services.

1. Develop a marketing plan.

Ongoing – Staff continues prioritizing the marketing of all Library programs and services on the Library website and social media platforms.

2. Prioritize and strengthen connections with Lago Vista School

a. In January 2024, the Librarian at the Lago Vista ISD was appointed to serve on the Library Advisory Board.

b. Explore ways to attract school age students.

Ongoing – A teen poetry group that was created in October 2023 continues bi-monthly sessions in the Library. Several teens have voiced an interest in serving on a planned teen library advisory board.

3. Explore, create, and strengthen partnerships with community organizations and local businesses.

The Library has partnered with Sarah Mangum, owner of Vista Framing and Art, to organize and display works created by local artists. The Director has been in conversations with the Director of the Hope Center to collaborate on community projects such as English as a Second Language (ESL) classes.

Plan Review and Revision

This plan shall be reviewed annually and revised as necessary. The Library Advisory Board shall, at the regular January meeting, appoint two board members to work with the Library Director to review and revise this plan. An updated plan shall be presented to the Library Advisory Board for approval at the regular April meeting.

Approved by the Library Advisory Board July 14, 2025



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 7, 2025

SUBMITTED BY: Charles West, City Council

SUBJECT: Receive annual report from the Building and Standards Commission.

BACKGROUND: Section 7.8(8)(a) of Article 7 (Boards and Commissions) of the "Rules of Procedure" amended by the Lago Vista City Council on April 4, 2024, specifies that "each Commission other than the Board of Adjustment will conduct a workshop to lay out objectives for the year that tie to the Comprehensive Master Plan and create an annual work plan." Section 7.8(8)(c) specifically states that "Every June or July, the Commission chair will report to the city council the progress on the Commission's annual work plan."

That report was originally considered and approved by the Commission at the June 4, 2025, regular meeting. That report is included in the packet for the review of the Council.

FINANCIAL IMPACT: N/A

ATTACHMENTS:
[_2025-06-04__BSC_-_Annual_Program_2025](#)

Building and Standards Commission

2025 Annual Work Plan

A Report

The commission met on 5Feb25, 7May25, and 4June 25 to discuss its annual work program.

Sign ordinance.

- Referral from city council re: sign fines. Due to staff shortages, the referral did not reach BSC until June and by the chair's research. On June 4, 2025, BSC did not recommend any changes to the sign ordinance.
- Two previous packets to the city council about sign ordinance amendments did not include all BSC's recommendations or had errors.

Dark Sky.

- Enforcement, especially commercial retrofit lacking. For instance, the city hall is non-compliant. Possible reconsideration of the previous city attorney's statement that BSC cannot make recommendations to the city council concerning enforcement. Possible recommendation to clarify Chapter 9, purposes of the commission.
- Possible formation of a subcommittee to work with the Dark Sky Committee concerning a plan for retrofitting.
- The commission had earlier agreed not to take up ordinance amendments, unless referred to it by another. Work with the Dark Sky Committee may lead to Dark Sky ordinance recommendations.
- Some interest in simplifying the ordinance and development of a reader friendly how to document.
- The current International Dark Sky model ordinance is significantly different and shorter than our current ordinance.

Multi-ordinance.

- Possible Code of Ordinance chapters other than Chapters 3, 3.5, 5, and 11 not in BSC's purview referred to BSC in 2024 by staff for amendment. May be taken up when staff proposes ordinance language to BSC..

Unsafe Buildings.

- The process is broken, but there are signs of some improvement.

- For instance, three burned out or badly damaged manufactured homes known to the city for over a year have not been processed. Possible condemnation proceedings later in the year. No review until staff work is accomplished, such as notice to property owner. City attorney assistance is critical.
- The commission is referring possible dangerous buildings to Development Services.
- The chair drafted ordinance amendments referred to Development Services in February 2025.

Enforcement and The Role of the Commission

- The commission has found that enforcement is lacking in a number of areas. Specifics noted by the commission include drainage, dark sky, flood plain permitting, unsafe buildings, and fire wise.
- The past city attorney said the BSC could not make recommendations to council concerning enforcement. The current city attorney has opined that the BSC "is a quasi-judicial body" and "should behave closer to that of a judge, versus a policy maker." He opined that BSC duties do not include how to enforce city ordinances. The chair disagrees given its purpose in Chapter 9 and asks for another legal opinion. Given its purpose stated in Chapter 9 as follows:

A building and standards commission is hereby created and will have overall authority and responsibility to monitor, review and make recommendations to the city council concerning building, flood damage prevention, unsafe building, and sign construction standards, processes, and ordinances in the city. The building and standards commission may also make recommendations to the city council concerning aesthetic guidelines or standards.

Does this mean the BSC cannot work with the Dark Sky Committee on a plan for enforcement and public education?

Chapter 3, Building Amendments.

- Possible extension of permit expiration of 180 days in some circumstances.
- Adoption of 2021 International Building Codes.
- Public Works suggested amendments in May 2024 stalled due to staff shortages. To be taken up. Drainage, grease traps, water collection, sump pumps.
- Referral from the city council concerning drainage regulations were discussed and considered on June 4th. A final draft recommendation may be approved at the July BSC meeting.

Comprehensive Plan.

- The commission will be reviewing the new Comprehensive Plan, once adopted, for possible program actions.

Staff Shortages.

- Support for the commission's program is hampered by a lack of staff resources. For instance, the commission has not had minutes for over a year.
- The BSC is considering city council referrals without staff input.

The commission is prepared to meet twice a month and form subcommittees that may meet weekly "to get 'er done".



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 7, 2025

SUBMITTED BY: Councilor Prince, City Council

SUBJECT: Receive annual report from the Golf Course Advisory Committee.

BACKGROUND: According to Section 9.2007 of Chapter 9 of the Code of Ordinances, which outlines the duties of the Golf Course Advisory Committee, the committee is required to present an annual report to the City Council regarding the status of the golf course.

FINDINGS: The attached report will be presented to the City Council on August 7 by the Golf Course Advisory Committee Chair.

FINANCIAL IMPACT: There is no financial impact making the presentation.

ATTACHMENTS:
[GCAC FY2025 Annual Report Presentation](#)

Lago Vista Golf Course Advisory Committee

FY2025 Annual Report



REPORT OUTLINE

- LVGC course conditions.
- Competitor Course Comparisons.
- GCAC 2025 Work Plan.

COURSE CONDITIONS

2025

- Course conditions have improved significantly in the past two years but still well below competition.
- Improvements resulting from:
 - GCM staff continued repair/patch the irrigation system.
 - Most greens returned to a playable condition.
 - Still many sand spots and uneven surfaces.
 - Beneficial rains at opportune times.
- Current Irrigation system still only viable for watering greens with minimal capacity for fairways and tee boxes.

GREENS CONDITIONS



Hole # 7 green
(June 2025)

7/23/2025



Pot-Hole Examples
Hole # 7 (May 2024)

COURSE CONDITIONS

Tee box Example
Hole # 3



7/23/2025

Typical Fairway Example
Hole # 11



Area Municipal Owned Golf Course Reviews

Location	Course Name	Last 6 Months	Last 12 Months
Burnet	Delaware Springs (DS)	4.7	4.6
Austin	Morris Williams (MW)	4.6	4.3
Marble Falls	Hidden Falls (HF)	4.6	4.5
Austin	Lions	4.5	4.6
Round Rock	Forest Creek (FC)	4.4	4.5
Austin	Roy Kizer (RK)	4.3	4.2
Leander	Crystal Falls (CF)	4.0	4.1
Austin	Jimmy Clay (JC)	3.9	4
Lago Vista	LVGC	3.5	3.3

* Source: GolfNow.COM (scale of 1-5)

2.4 (6/23-6/24)

Categories: Off-Course Amenities, Value, Pace of Play,
Staff Friendliness, Course Layout, Course Conditions

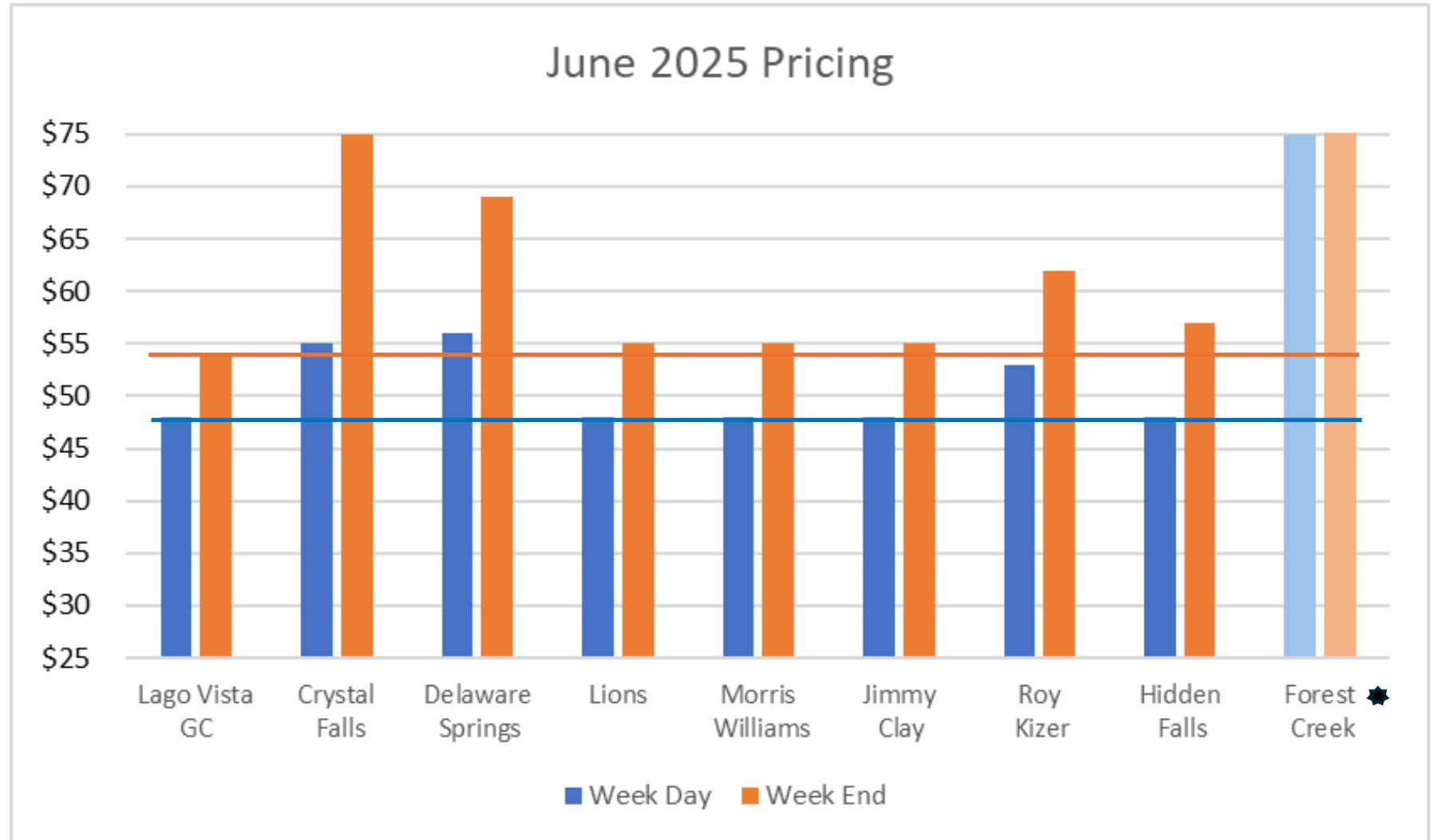
Area Municipal Owned Golf Courses

Fee Structure Comparisons

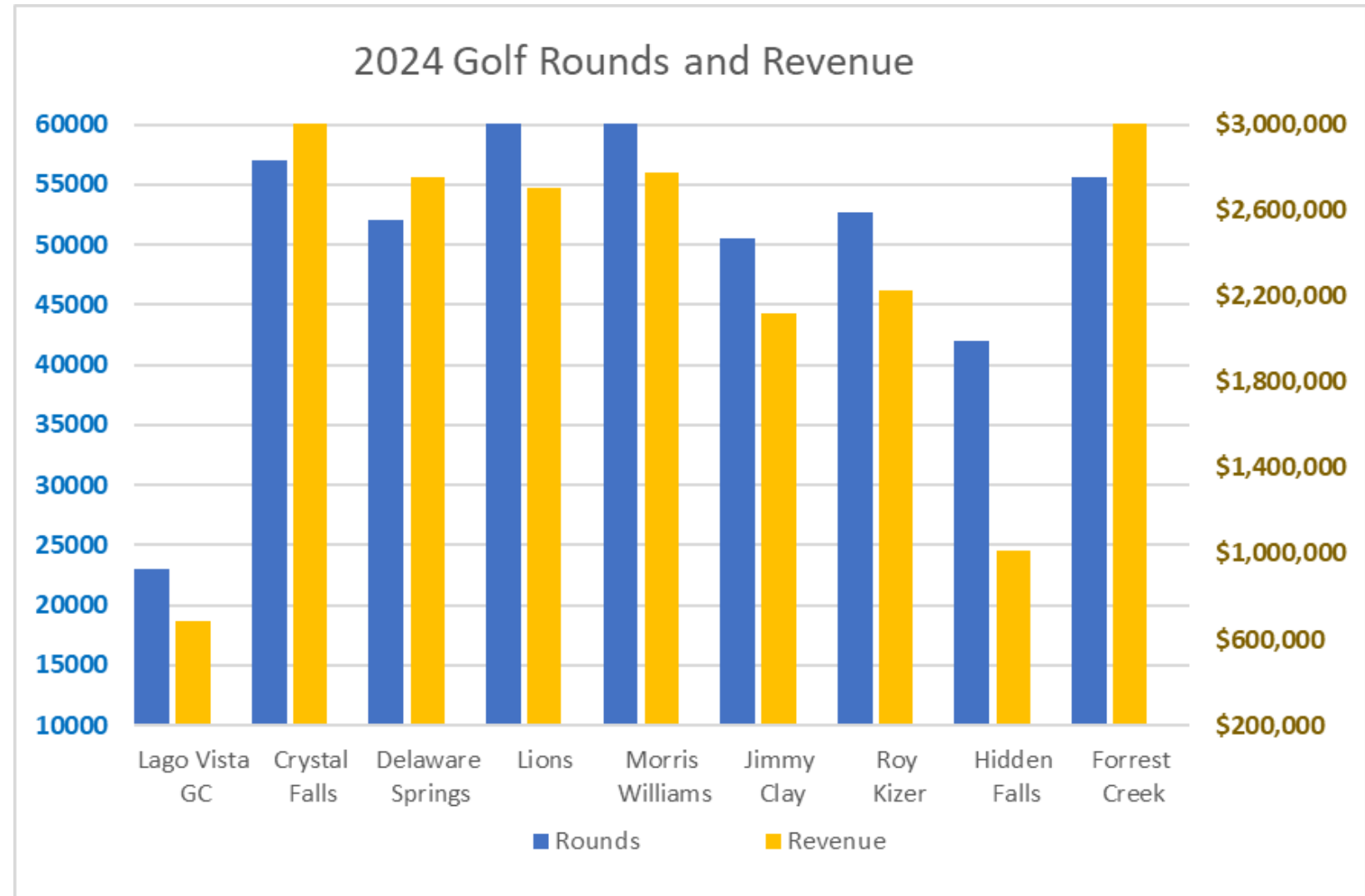
Fee Type	Lago Vista (LVGC)	Leander (CF)	Burnet (DS)	Austin (Lions)	Austin (MW)	Austin (JC)	Austin (RK)	Marble Falls (HF)	Round Rock (FC) **
Daily Fee (Week Day)	✓	✓	✓	✓	✓	✓	✓	✓	✓
Daily Fee (Week End)	✓	✓	✓	✓	✓	✓	✓	✓	✓
Annual Fee (Single)	✓	✓	✓	✓	✓	✓	✓	✗	✗
Annual Fee (Multi Person)	✓	✓	✓	✗	✗	✗	✗	✗	✗
Resident/ non-Resident	✗	✓	✓	✓	✓	✓	✓	✗	✓

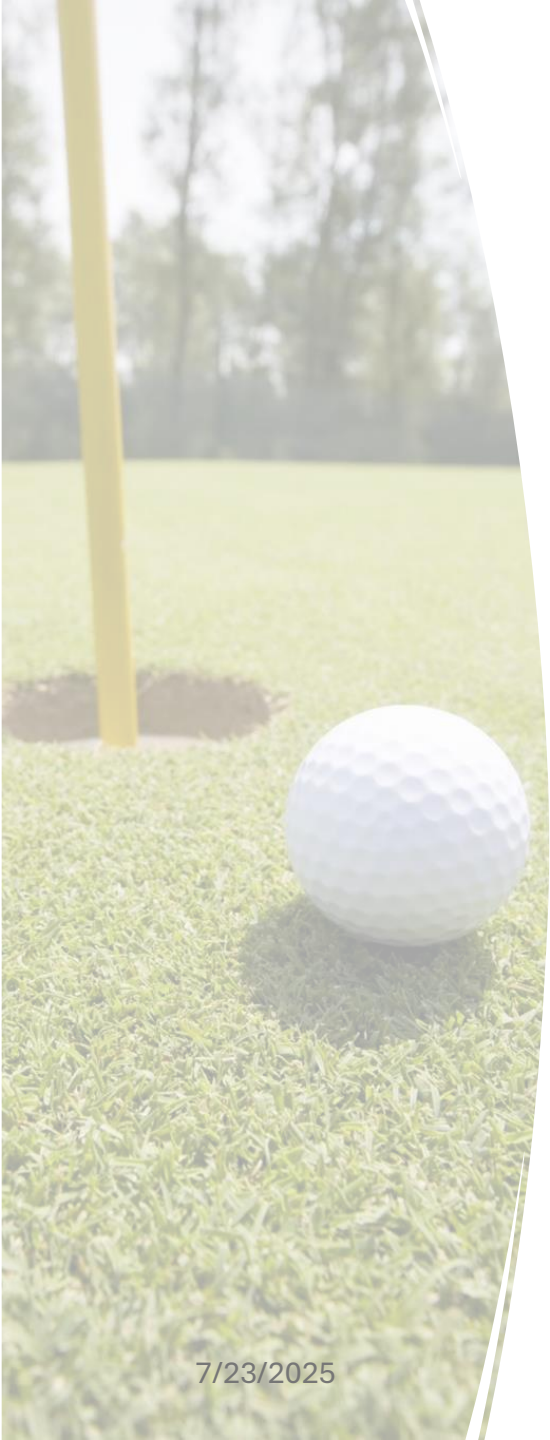
** 1) Operated by Kemper Golf.

Area Municipal Owned Golf Course Daily Fee Comparison



Area Municipal Owned Golf Course Revenue Comparison





Golf Course Summary

- Golf interest continues to expand at a healthy rate.
 - USGA: Participation up 38% in past 5 years (47.2M participants in 2024)
- Revenue and rounds played data from local municipal courses provide strong evidence that LVGC can grow substantially.
- Replacement of irrigation system key to continuing improvement of course conditions and revenue growth.

GCAC Work Plan Goals

- On balance, the golf course is perceived as a valuable asset of the community by its citizens.
- The focus topics are durable and long lasting for the committee.

GCAC 2025 Work Plan

➤ **Focus Topic:**

Determine the actions needed to optimize the financial position of the Lago Vista Golf Course.

Sub Topics:

- What does success look like.
- What is the financial potential of the LVGC.
- Analyze how to increase rounds played and revenue.

➤ **Focus Topic:**

Reinforce the overall value of the LVGC to both residents and non-residents.

Sub Topics:

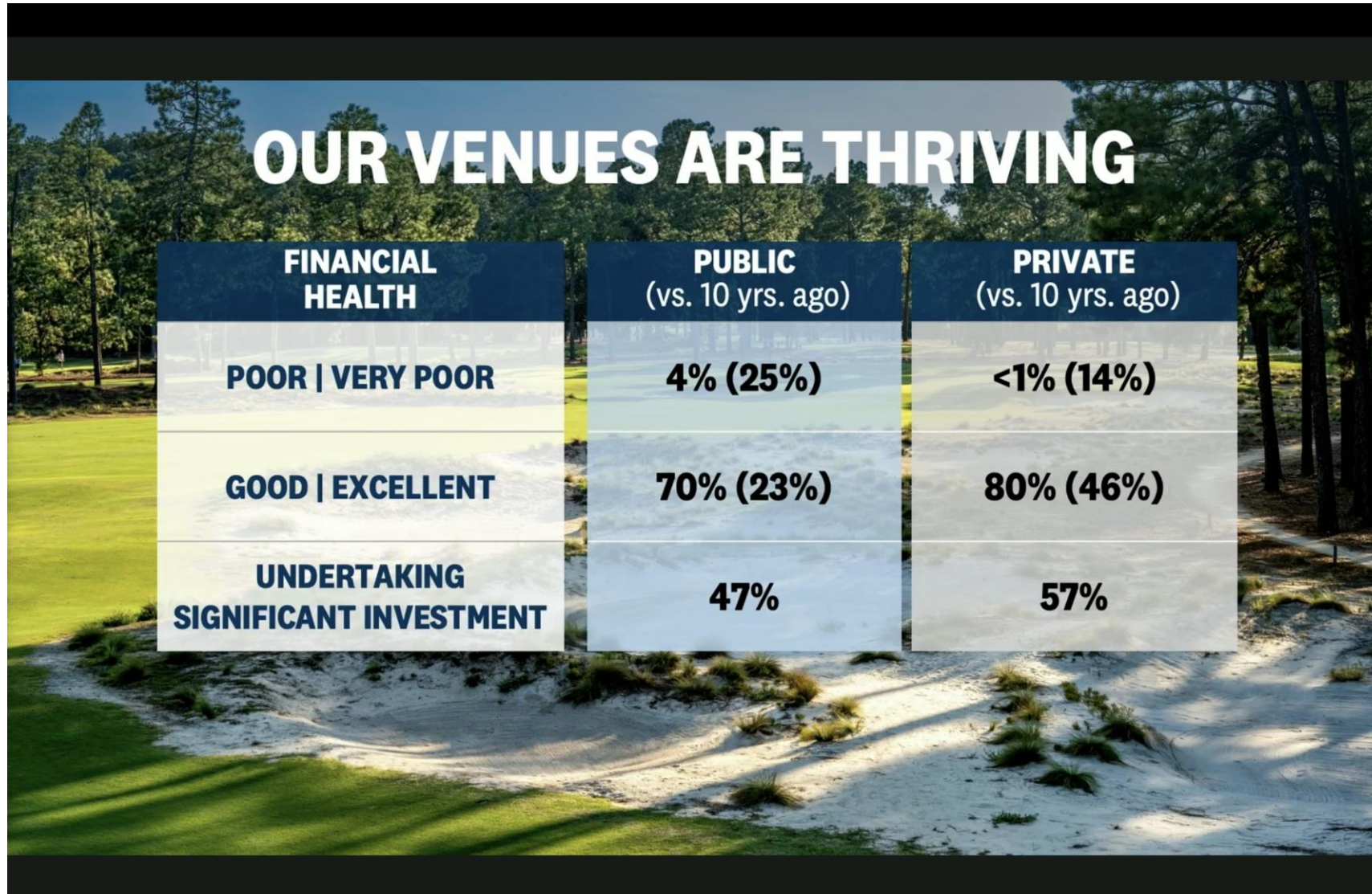
- Promote the LVGC as a valuable amenity of the LV community through clear and transparent communications.
- Utilize cost-effective vehicles to promote the LVGC to the non-resident golfing community.

GCAC 2025 Work Plan Update

- **Focus Topic:** Determine the actions needed to optimize the financial position of the Lago Vista Golf Course.
 - ✓ Sub-committee teams identified for sub-topics.
 - ✓ Annual revenue data updated.
 - ✓ Comparative data with competition updated.
 - ✓ Current Fees and Structure compared to area Municipal Owned Golf Courses.

- **Focus Topic:** Reinforce the overall value of the LVGC to both residents and non-residents.
 - ✓ Sub-committee on effluent disposal communication initiated.
 - ✓ Interaction with EDAC initiated to investigate expanding non-resident promotional opportunities.
Productive first session.
 - ✓ Interface to PRAC initiated to monitor any joint/cross effort opportunities.

Appendix





Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	August 7, 2025
SUBMITTED BY:	Charles West, City Manager
SUBJECT:	FY 25-26 Budget Workshop
RECOMMENDATION:	Discussion only



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 7, 2025

SUBMITTED BY: Charles West, City Manager

SUBJECT: Present Tax Rates to City Council

FINANCIAL IMPACT: N/A

RECOMMENDATION: Recive tax rate calculations

- ATTACHMENTS:**
- [50-212 - Notice of Tax Rates.pdf](#)
 - [98-1082 - Notices, Hearings, and Elections on Tax Rates.pdf](#)
 - [98-1083 - De Minimus Information Flyer.pdf](#)
 - [CLV-2025 Worksheet.pdf](#)
 - [CLV-2025.pdf](#)

Notice About _____ Tax Rates

(current year)

Property Tax Rates in _____
(taxing unit's name)

This notice concerns the _____ property tax rates for _____
(current year) (taxing unit's name)

This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per \$100 of property value.

Taxing units preferring to list the rates can expand this section to include an explanation of how these tax rates were calculated.

This year's no-new-revenue tax rate \$ _____ /\$100

This year's voter-approval tax rate \$ _____ /\$100

To see the full calculations, please visit _____ for a copy of the Tax Rate Calculation Worksheet.
(website address)

Unencumbered Fund Balances

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund	Balance
	\$

Current Year Debt Service

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid From Property Taxes	Interest to be Paid From Property Taxes	Other Amounts to be Paid	Total Payment
	\$	\$	\$	\$

(expand as needed)

The _____ spent \$ _____ from July 1 _____ to June 30 _____.
(name of taxing unit) *(amount)* *(prior year)* *(current year)*

on expenditures to maintain and operate an eligible county hospital. In the preceding year, the _____
(taxing unit name)

spent \$_____ for county hospital expenditures. For the current tax year, the amount of increase above last year's expenditures is

\$_____. This increased the voter-approval tax rate by _____ /\$100 to recoup _____.
(amount of increase) *(use one phrase to complete sentence: the increased expenditures, or 8% more than the preceding year's expenditures)*

certified by _____
(designated individual's name and position) (date)

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

Notices, Hearings and Elections on Tax Rates

Tax Increases for all taxing units OTHER than School Districts, Small Taxing Units and Water Districts

Notice in Newspaper or Mail



- Notice of public hearing required by Tax Code Section 26.05 – may not be held before the 5th day (not ISDs) after the chief appraiser of each CAD in which the taxing unit participates has delivered the notice by Section 26.04 (e-2) and complied with Section 26.17(f).

Public Hearing



- Governing body holds public hearing.
- Announces the date, time and place of vote (7th day deadline).

Meeting to Adopt Tax Rate



- Governing body holds meeting to adopt tax rate
- Must not be held later than the 7th day after the public hearing.

Tax Increases for School Districts, Small Taxing Units and Water Districts

School Districts

Education Code Section 44.004



- Publishes one notice the *Notice of Public Meeting to Discuss Budget and Proposed Tax Rate*.
- In local newspaper no later than 10 days or earlier than 30 days before the date of the public meeting

Small Taxing Units

Tax Code Section 26.052



- Small taxing unit tax rate of .50 cents or less raising \$500,000 or less.
- Small notice in newspaper but also post on website homepage.

Water Districts

Water Code Section 49.107



- Publishes *Notice of Public Hearing on Tax Rate* and *Notice of Vote on Tax Rate*.
- Publish in newspaper or by mail.

NOTICE PUBLICATION REQUIREMENTS

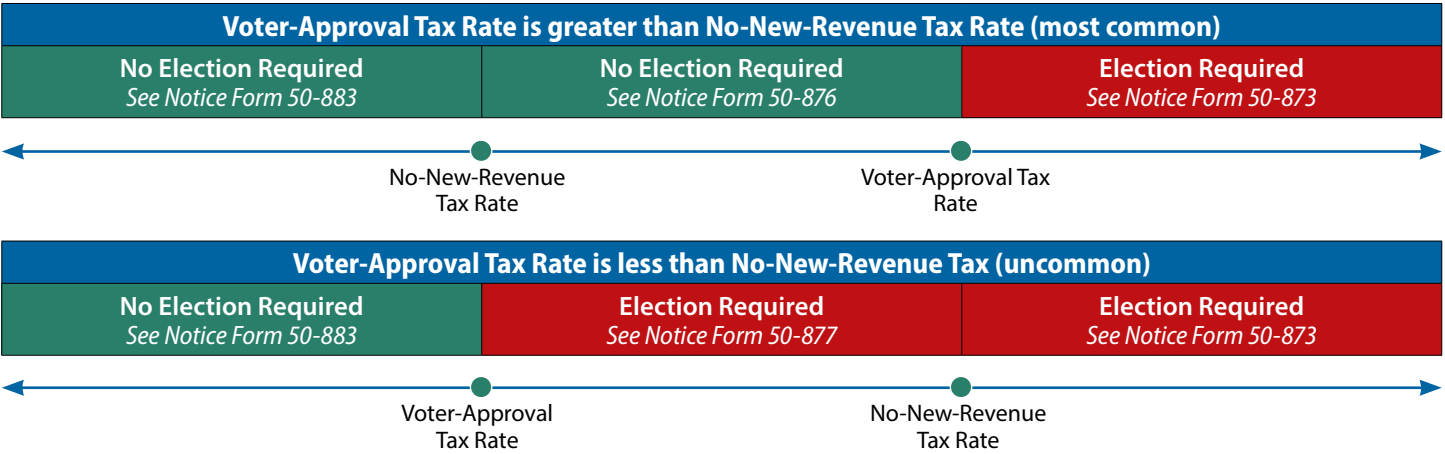
Taxing Units	Newspaper	Internet
Cities and Counties	Any Section (except the section in which legal notices and classified ads appear)	✓
School Districts	Any Section	Not Required Under Tax Code Section 26.06(g)
Small Taxing Districts	Legal Section or by Mail	✓
Water Districts	Any Section	Not Required Under Water Code Section 49.107

[Next Page >](#)

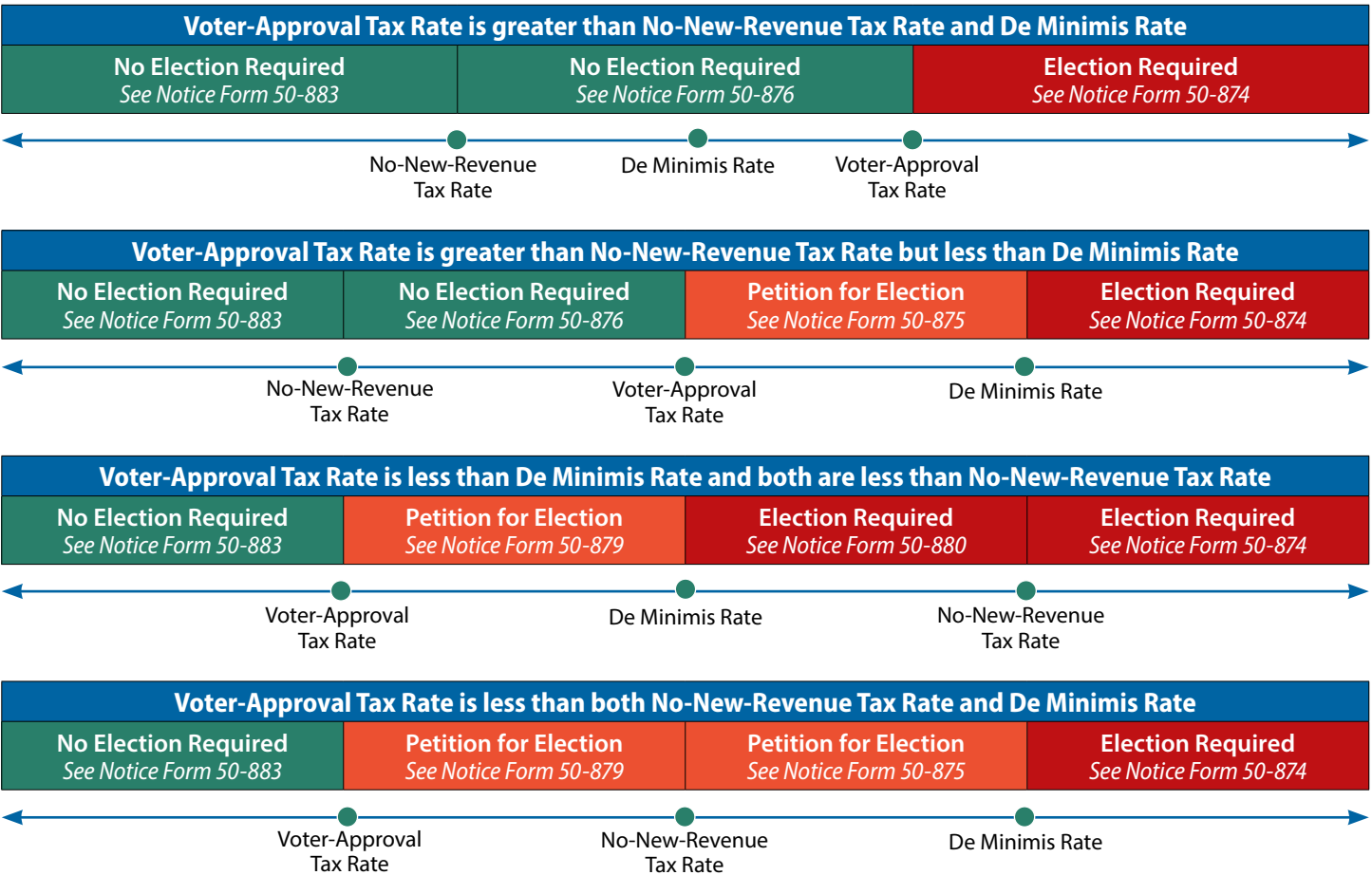
TAX RATE ELECTION REQUIREMENTS

In most cases, if the governing body of a taxing unit adopts a tax rate that exceeds the voter-approval tax rate, it must hold an election for voters to approve the tax increase. There are scenarios in which the election is not required unless voters in the taxing unit petition for an election on the tax increase. **The graphics on this page and the next page describe these various scenarios.** Depending on where the adopted tax rate would be positioned on the line in relation to the no-new-revenue tax rate, voter-approval tax rate and de minimis rate (if applicable) indicates whether an election is required or if voters may petition for an election.

Cities, Counties and Taxing Units other than Special Taxing Units

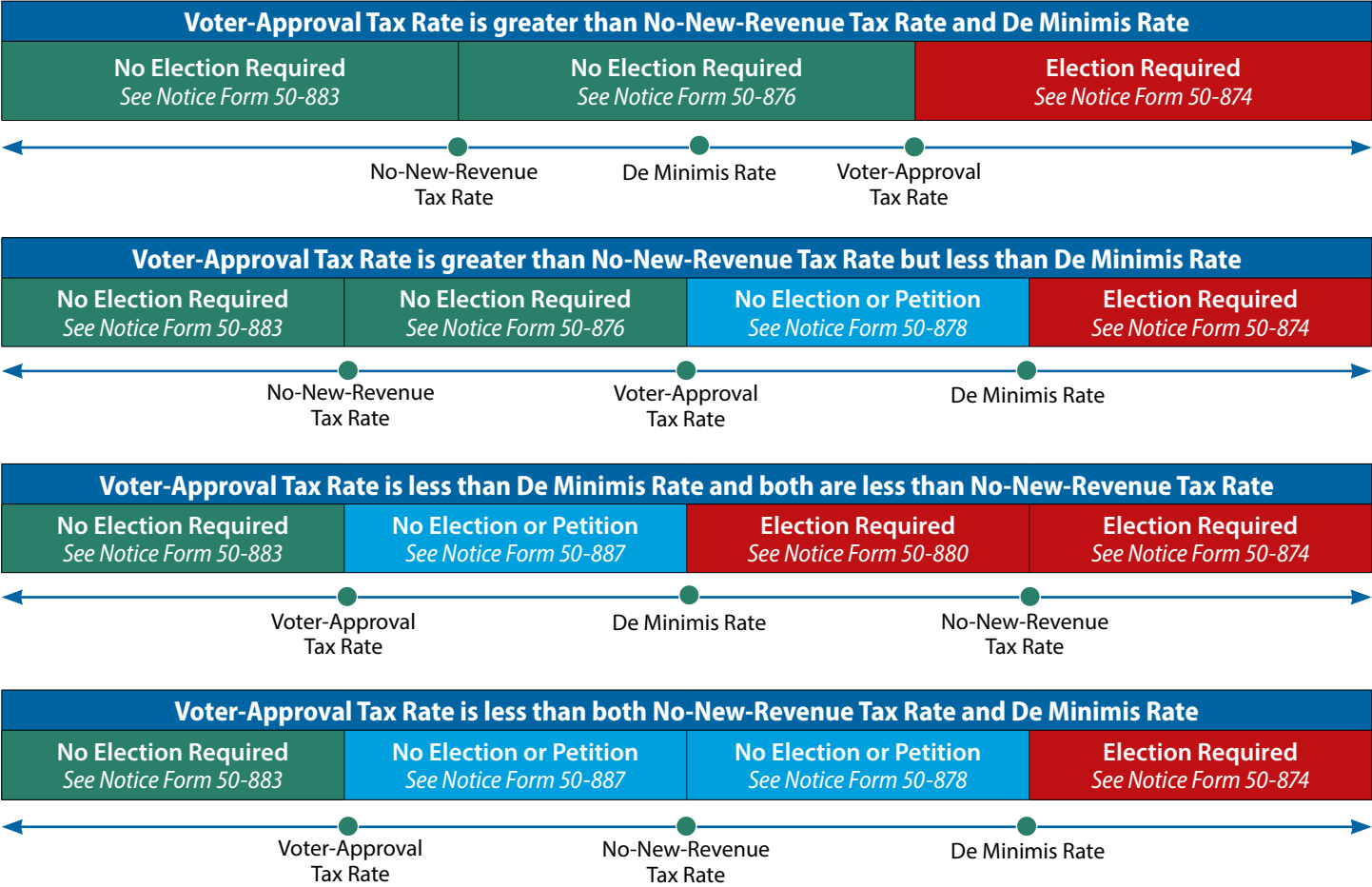


Most Cities and Counties with De Minimis Rate



Next Page >

Small Cities (<30,000) that are Special Taxing Units



De Minimis Rate

(not applicable to school districts)

De minimis rate

The rate is equal to the sum of:

- (A) a taxing unit's no-new-revenue maintenance and operations rate;
- (B) the rate that when applied to a taxing unit's current total value, will impose an amount of taxes equal to \$500,000, and
- (C) a taxing unit's current debt rate.

De minimis rate calculation example:

Step 1:

\$500,000

÷

CURRENT YEAR TOTAL TAXABLE VALUE

X

\$100

=

RATE NECESSARY TO IMPOSE \$500,000 IN TAXES

Step 2:

ADJUSTED CURRENT YEAR NNR M&O TAX RATE

+

RATE NECESSARY TO IMPOSE \$500,000 IN TAXES

+

CURRENT YEAR DEBT RATE

=

DE MINIMIS RATE

Which taxing units calculate a de minimis rate?

TAXING UNIT	Yes	No
County	X	
Small City (population of 30,000 or less)	X	
Other Special Districts (M&O tax rate above 2.5 cents)	X	
City (population of 30,000 or more)		X
Hospital District		X
Junior College District		X
School District		X
Special Taxing Unit (M&O tax rate at 2.5 cents or less)		X
Water District		X

Tax increase elections for taxing units that calculate a de minimis rate depend on whether the adopted tax rate is greater than or less than the voter-approval tax rate AND the de minimis rate.

What adopted tax rates trigger an election or petition for a taxing unit with a de minimis rate?

ADOPTED TAX RATE IS:

BELOW voter-approval tax rate	No election required
ABOVE voter-approval tax rate but BELOW de minimis rate	Voters may petition for an election*
ABOVE voter-approval tax rate; Taxing unit does not calculate a de minimis rate	Election required**
ABOVE voter-approval tax rate and ABOVE the de minimis rate	Election required

* The election trigger in a municipality with a population of less than 30,000 that does not meet the definition of a special taxing unit may differ. See Tax Code Secs. 26.063 and 26.075 for details on when voters may petition for an election.

** See Water Code Secs. 49.23601, 49.23602, and 49.23603 for details on election requirements for water districts.

For more information, visit our website:
comptroller.texas.gov/taxes/property-tax

Texas Comptroller of Public Accounts
 Publication #98-1083
 March 2022

City of Lago Vista

Taxing Unit Name

512-267-1155

Phone (area code and number)

PO Box 4727, Lago Vista, TX 78645

Taxing Unit's Address, City, State, ZIP Code

lagovistatexas.gov

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(C) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

The comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as a technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

Section 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

Line.	NO-NEW-REVENUE TAX RATE WORKSHEET	Amount/Rate
1.	2024 total taxable value. Enter the amount of 2024 taxable value on the 2024 tax roll. Include any adjustments since last year's certification; exclude the Section 25.25 (d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17).	\$ 2,422,819,368
2.	2024 tax ceilings.	\$ 0
3.	Preliminary 2024 adjusted taxable value. Subtract Line 2 from Line 1.	\$ 2,422,819,368
4.	2024 total adopted tax rate.	\$ 0.423100 /\$100
5.	2024 taxable value lost because court appeals of ARB decisions reduced the 2024 appraised value. A. Original 2024 ARB values: \$ 6,000,000 B. 2024 values resulting from final court decisions: -\$ 5,600,000 C. 2024 value loss. Subtract B from A.	\$ 400,000
6.	2024 taxable value subject to an appeal under Chapter 42, as of July 25 A. 2024 ARB certified value: \$ 60,410,895 B. 2024 disputed value: -\$ 6,041,090 C. 2024 undisputed value. Subtract B from A.	\$ 54,369,805
7.	2024 Chapter 42-related adjusted values. Add Line 5C and 6C.	\$ 54,769,805
8.	2024 taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 2,477,589,173
9.	2024 taxable value of property in territory the taxing unit deannexed after January 1, 2024. Enter the 2024 value of property in deannexed territory.	\$ 0
10.	2024 taxable value lost because property first qualified for an exemption in 2025. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use the 2024 market value:..... \$ 381,005 B. Partial exemptions. 2025 exemption amount or 2025 percentage exemption times 2024 value:.... +\$ 18,653,403 C. Value loss. Add A and B:	\$ 19,034,408
11.	2024 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal, or public access airport special appraisal in 2025. Use only those properties that qualified for the first time in 2025; do not use properties that qualified in 2024. A. 2024 market value: \$ 0 B. 2025 productivity or special appraised value: -\$ 0 C. Value loss. Subtract B from A.	\$ 0
12.	Total adjustments for lost value. Add Lines 9, 10C, and 11C.	\$ 19,034,408
13.	2024 captured value of property in a TIF. Enter the total value of 2024 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2024 taxes were deposited into the tax increment fund. If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 0
14.	2024 total value. Subtract Line 12 and Line 13 from Line 8.	\$ 2,458,554,765

15.	Adjusted 2024 total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$	10,402,145
16.	Taxes refunded for years preceding tax year 2024. Enter the amount of taxes refunded by the taxing unit for the tax years preceding tax year 2024. Types of refunds include court decisions, Tax Code Sections 25.25 (b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2024. This line applies only to tax years preceding tax year 2024.	\$	10,042.48
17.	Adjusted 2024 levy with refunds and TIF adjustment. Add Lines 15 and 16.	\$	10,412,188
18.	Total 2025 taxable value on the 2025 certified appraisal roll today. This value includes only certified values or certified estimates of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. A. Certified values:..... \$ 2,260,298,735 B. Counties: Include railroad rolling stock values certified by the Comptroller's office:..... +\$ 0 C. Pollution Control and energy storage system exemption: Deduct the value of property exempted for the current year for the first time as pollution control or enery storage system property.... -\$ 1,907,960 D. Tax increment financing: Deduct the 2025 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2025 taxes will be deposited into tax increment fund. Do not include any new property value that will be included in Line 23 below..... -\$ 0 E. Total 2025 value. Add A and B, then subtract C and D.	\$	2,258,390,775
19.	Total value of properties under protest or not included on certified appraisal roll. A. 2025 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest..... \$ 230,504,402 B. 2025 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included at appraisal roll certification. These properties are also not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value, and exemptions for the current year. Use the lower market, appraised, or taxable value (as appropriate). Enter the total value not on the roll..... +\$ 0 C. Total value under protest or not certified. Add A and B.	\$	230,504,402
20.	2025 tax ceilings.	\$	0
21.	2025 total taxable value. Add lines 18E and 19C. Subtract Line 20.	\$	2,488,895,177
22.	Total 2025 taxable value of properties in territory annexed after Jan. 1, 2024. Include both real and personal property. Enter the 2025 value of property in territory annexed.	\$	1,304,464
23.	Total 2025 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2024. An improvement is a building, structure, fixture, or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2024 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2025.	\$	69,327,103
24.	Total adjustments to the 2025 taxable value. Add Lines 22 and 23.	\$	70,631,567
25.	2025 adjusted taxable value. Subtract Line 24 form Line 21.	\$	2,418,263,610
26.	2025 NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100	\$	0.430564 /\$100
27.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. This is the 2025 county NNR tax rate.	\$	N/A /\$100

Section 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities, and day-to-day operations.
2. **Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases, the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally, decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line.	VOTER-APPROVAL TAX RATE WORKSHEET	Amount/Rate
28.	2024 M&O tax rate.	\$ 0.239700 /\$100
29.	2024 taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the No-New-Revenue Tax Rate Worksheet.	\$ 2,477,589,173
30.	Total 2024 M&O levy. Multiply Line 28 by Line 29 and divide by \$100.	\$ 5,938,781
31.	Adjusted 2024 levy for calculating NNR M&O rate. A. M&O taxes refunded for years preceding tax year 2024. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2024. This line applies only to tax years preceding tax year 2024..... +\$ 5,689.39	
	B. 2024 taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2025 captured appraised value in Line 18D, enter 0. -\$ 0.00	
	C. 2024 transferred function. If discontinuing all of a department, function or activity and transferring it to another unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0..... +/- \$ 0.00	
	D. 2024 M&O levy adjustments. Subtract B from A. For a taxing unit with C, subtract if discontinuing function and add if receiving function..... \$ 5,689.39	
	E. Add Line 30 to 31D.	\$ 5,944,470.64
32.	2025 adjusted taxable value. Enter the amount in Line 25 of the NNR Tax Rate Worksheet.	\$ 2,418,263,610
33.	2025 NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.	\$ 0.245815 /\$100
34.	Rate adjustment for state criminal justice mandate. A. 2025 state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose..... \$ 0.00	
	B. 2024 state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies..... \$ 0.00	
	C. Subtract B from A and divide by Line 32 and multiply by \$100.....	-\$ 0.000000
	D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0.000000 /\$100
35.	Rate adjustment for indigent health care expenditures. A. 2025 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state assistance received for the same purpose..... \$ 0.00	
	B. 2024 indigent health care expenditures. Enter the amount paid by a taxing unit for providing the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2023 and ending on June 30, 2024, less any state assistance received for the same purpose..... \$ 0.00	
	C. Subtract B from A and divide by Line 32 and multiply by \$100.....	-\$ 0.000000
	D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0.000000 /\$100
36.	Rate adjustment for county indigent defence compensation. A. 2025 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state grants received by the county for the same purpose..... \$ 0.00	
	B. 2024 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2023 and ending on June 30, 2024, less any state grants received by the county for the same purpose..... \$ 0.00	

	C. Subtract B from A and divide by Line 32 and multiply by \$100.....	\$	0.000000	
	D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100.....	\$	0.000000	
	E. Enter the lesser of C and D. If not applicable, enter 0.			\$ 0.000000 /\$100
37.	Rate adjustment for county hospital expenditures.			
	A. 2025 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2024 and ending on June 30, 2025.	\$	0.00	
	B. 2024 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2023 and ending on June 30, 2024.	\$	0.00	
	C. Subtract B from A and divide by Line 32 and multiply by \$100.....	\$	0.000000	
	D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100.....	\$	0.000000	
	E. Enter the lesser of C and D. If not applicable, enter 0.			\$ 0.000000 /\$100
38.	Rate adjustment for municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code, which only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information.			
	A. Amount appropriated for public safety in 2024. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year.....	\$	0.00	
	B. Expenditures for public safety in 2024. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year.....	\$	0.00	
	C. Subtract B from A and divide by Line 32 and multiply by \$100.....	\$	0.000000	
	D. Enter the rate calculated in C. If not applicable, enter 0.			\$ 0.000000 /\$100
39.	Adjusted 2025 NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.			\$ 0.245815 /\$100
40.	Adjustment for 2024 sales tax specifically to reduce property taxes. Cities, counties, and hospital districts that collected and spent additional sales tax on M&O expenses in 2024 should complete this line. These entities will deduct the sales tax gain rate for 2025 in Section 3. Other taxing units, enter zero.			
	A. Enter the amount of additional sales tax collected and spent on M&O expenses in 2024, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent.....	\$	0	
	B. Divide Line 40A by Line 32 and multiply by \$100	\$	0.000000	
	C. Add Line 40B to Line 39.			\$ 0.245815 /\$100
41.	2025 voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below: Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08 . -or- Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.			\$ 0.254418 /\$100
D41.	Disaster Line 41 (D41): 2025 voter-approval M&O rate for a taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third year after the tax year in which the disaster occurred. If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).			\$ N/A /\$100
42.	Total 2025 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes (2) are secured by property taxes (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&O expenses. A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. Enter debt amount.....	\$	4,335,280.76	
	B. Subtract unencumbered fund amount used to reduce total debt.	-\$	0.00	
	C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none).	-\$	0.00	
	D. Subtract amount paid from other resources.	-\$	0.00	
	E. Adjusted debt. Subtract B, C, and D from A.			\$ 4,335,280.76

43.	Certified 2024 excess debt collections. Enter the amount certified by the collector.	\$	0.00
44.	Adjusted 2025 debt. Subtract Line 43 from Line 42E.	\$	4,335,280.76
45.	2025 anticipated collection rate. A. Enter the 2025 anticipated collection rate certified by the collector..... 100% B. Enter the 2024 actual collection rate..... 100% C. Enter the 2023 actual collection rate..... 99% D. Enter the 2022 actual collection rate..... 98% E. If the anticipated collection rate in A is lower than the actual collection rates from B, C, and D, enter the lowest collection rates from B, C, and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%.		100%
46.	2025 debt adjusted for collections. Divide Line 44 by Line 45E.	\$	4,335,280.76
47.	2025 total taxable value. Enter the amount on Line 21 of the NNR Worksheet.	\$	2,488,895,177
48.	2025 debt tax rate. Divide Line 46 by Line 47 and multiply by \$100.	\$	0.174184 /\$100
49.	2025 voter-approval M&O plus 2025 debt rate. Add Lines 41 and 48.	\$	0.428602 /\$100
D49.	Disaster Line 49 (D49): Current year voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	\$	N/A /\$100
50.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the current year county voter-approval tax rate.	\$	N/A /\$100

Section 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line.	ADDITIONAL SALES AND USE TAX RATE WORKSHEET	Amount/Rate
51.	Taxable sales. Units that adopted the sales tax in November 2024 or May 2025 enter the Comptroller's estimate of taxable sales for the previous four quarters. Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2024, enter 0.	\$ 0
52.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. Taxing units that adopted the sales tax in November 2024 or May 2025. Multiply the amount on Line 51 by the sales tax rate (.01, .005, or .0025, as applicable) and multiply the result by .95. - OR - Taxing units that adopted the sales tax before November 2024. Enter the sales tax revenue for the previous four quarters. Do NOT multiply by .95.	\$ 0
53.	2025 total taxable value. Enter the amount from Line 21 of the No-New-Revenue Worksheet.	\$ 2,488,895,177
54.	Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$ 0.000000 /\$100
55.	2025 NNR tax rate, unadjusted for sales tax. Enter the rate from Line 26 or 27, as applicable, on the NNR Worksheet.	\$ 0.430564 /\$100
56.	2025 NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2024 or May 2025: Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before Nov. 2024.	\$ N/A /\$100
57.	2025 voter-approval tax rate, unadjusted for sales tax. Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the Voter-Approval Tax Rate Worksheet.	\$ 0.428602 /\$100
58.	2025 voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	\$ 0.428602 /\$100

Section 4: Voter-Approval Tax Rate Adjustments for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line.	VOTER-APPROVAL RATE ADJUSTMENT FOR POLLUTION CONTROL REQUIREMENTS WORKSHEET	Amount/Rate
59.	Certified expenses from TCEQ. Enter the amount certified in the determination letter from TCEQ. The taxing unit shall provide its tax assessor-collector with a copy of the letter.	\$ 0.00
60.	2025 total taxable value. Enter the amount from Line 21 of the NNR Worksheet.	\$ 2,488,895,177
61.	Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$ 0.000000 /\$100
62.	2025 voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), or Line 58 (taxing units with the additional sales tax).	\$ 0.428602 /\$100

Section 5: Voter-Approval Tax Rate Adjustments for Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value. The Foregone Revenue Amount for each year is equal to that year's adopted tax rate subtracted from the year's voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year's current total value. In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the portion of the unused increment rate that was used must be backed out of the calculation for that year.

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.051(a); or
- after Jan. 1, 2023, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.

Line.	UNUSED INCREMENT RATE WORKSHEET	Amount/Rate
63.	Year 3 Foregone Revenue Amount. Subtract the 2024 unused increment rate and 2024 actual tax rate from the 2024 voter-approval tax rate. Multiply the result by the 2024 current total value.	
	A. Voter-approval tax rate, adjusted for unused increment rate (Line 68).....	0.505600
	B. Unused increment rate (Line 67).....	0.003400
	C. Subtract B from A.....	0.502200
	D. Adopted Tax Rate.....	0.423100
	E. Subtract D from C.....	0.079100
	F. 2024 Total Taxable Value (Line 60).....	2,449,279,219
	G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.	\$ 1,937,380
64.	Year 2 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value.	
	A. Voter-approval tax rate, adjusted for unused increment rate (Line 67).....	0.413900
	B. Unused increment rate (Line 66).....	0.000000
	C. Subtract B from A.....	0.413900
	D. Adopted Tax Rate.....	0.413900
	E. Subtract D from C.....	0.000000
	F. 2023 Total Taxable Value (Line 60).....	2,327,054,299
	G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.	\$ 0
65.	Year 1 Foregone Revenue Amount. Subtract the 2022 unused increment rate and 2022 actual tax rate from the 2022 voter-approval tax rate. Multiply the result by the 2022 current total value.	
	A. Voter-approval tax rate, adjusted for unused increment rate (Line 67).....	0.428300
	B. Unused increment rate (Line 66).....	0.006500
	C. Subtract B from A.....	0.421800
	D. Adopted Tax Rate.....	0.428300
	E. Subtract D from C.....	(0.006500)
	F. 2022 Total Taxable Value (Line 60).....	2,023,296,578
	G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.	\$ 0
66.	Total Foregone Revenue Amount. Add Lines 63G, 64G, and 65G.	\$ 1,937,380
67.	2025 unused increment rate. Divide Line 66 by Line 21 of the NNR Worksheet. Multiply the result by 100.	\$ 0.077840 /\$100
68.	2025 voter-approval tax rate, including the unused increment rate. Add Line 67 to one of the following lines (as applicable): Line 49, Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	\$ 0.506442 /\$100

Section 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.

Line.	DE MINIMIS RATE WORKSHEET	Amount/Rate
69.	Adjusted 2025 NNR M&O tax rate. Enter the rate from Line 39 of the Voter-Approval Tax Rate Worksheet.	\$ 0.245815 /\$100
70.	2025 total taxable value. Enter the amount on Line 21 of the No-New Revenue Tax Rate Worksheet.	\$ 2,488,895,177
71.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 70 and multiply by \$100.	\$ 0.020089 /\$100
72.	2025 debt rate. Enter the rate from Line 48 of the Voter-Approval Tax Rate Worksheet.	\$ 0.174184 /\$100
73.	De minimis rate. Add Lines 69, 71, and 72.	\$ 0.440088 /\$100

Section 7: Voter-Approval Tax Rate Adjustments for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line.	EMERGENCY REVENUE RATE WORKSHEET	Amount/Rate
74.	2024 adopted tax rate. Enter the rate in Line 4 of the No-New-Revenue Worksheet.	\$ 0.423100 /\$100
75.	Adjusted 2024 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2024 and the taxing unit calculated its 2024 voter-approval tax using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2024 worksheet due to a disaster, complete the applicable sections or lines of Form 50-856-a, <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> . -or- If a disaster occurred prior to 2024 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2024, complete for 50-856-a, <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2024 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. Enter the final adjusted 2024 voter-approval tax rate from the worksheet. -or- If the taxing unit adopted a tax rate above the 2024 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ 0.000000 /\$100
76.	Increase in 2024 tax rate due to disaster. Subtract Line 75 from Line 74.	\$ 0.000000 /\$100
77.	Adjusted 2024 taxable value. Enter the amount in Line 14 of the No-New-Revenue Worksheet.	\$ 2,458,554,765
78.	Emergency revenue. Multiply Line 76 by Line 77 and divide by \$100.	\$ 0
79.	Adjusted 2025 taxable value. Enter the amount in Line 25 of the No-New-Revenue Worksheet.	\$ 2,418,263,610
80.	Emergency revenue rate. Divide Line 78 by Line 79 and multiply by \$100.	\$ N/A /\$100
81.	2025 voter-approval tax rate, adjusted for emergency revenue. Subtract Line 80 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with additional sales tax), Line 62 (taxing units with pollution control) or Line 68 (taxing units with the unused increment rate).	\$ 0.506442 /\$100

Section 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate	\$ 0.430564 /\$100
As applicable, enter the 2025 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).	
Voter-approval tax rate	\$ 0.506442 /\$100
As applicable, enter the 2025 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 68 (adjusted for unused increment), or Line 81 (adjusted for emergency revenue).	
De minimis rate	\$ 0.440088 /\$100
If applicable, enter the de minimis rate from Line 73.	

Section 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimates of taxable value, in accordance with requirements in the Tax Code.

Prepared By: Christina Cerda

Printed Name of Taxing Unit Representative

Date

2025 Truth in Taxation Calculations
City of Lago Vista

Data Input Page
July 25, 2025

A.	2025 TOTAL TAXABLE VALUE	NET CERT. VALUE.....	\$	2,260,298,735
		VALUE IN PROTEST.....	\$	230,504,402
		VALUE NOT ON CERTIFIED ROLL.....	\$	0
		TOTAL TAXABLE VALUE.....	\$	2,490,803,137
B.	2024 TOTAL TAXABLE VALUE.....		\$	2,422,819,368
C.	2024 TAX CEILINGS.....		\$	0
D.	2024 TAXABLE VALUE LOST ON COURT APPEALS.....		\$	400,000
	D1. ORIGINAL 2024 ARB VALUES.....		\$	6,000,000
	D2. 2024 VALUES RESULTING FROM FINAL COURT DECISIONS.....		\$	5,600,000
E.	20241 UNDISPUTED TAXABLE VALUE SUBJECT TO CH 42 APPEAL AS OF JULY 25..		\$	54,369,805
	E1. 2024 ARB CERTIFIED VALUES.....		\$	60,410,895
	E2. 2024 DISPUTED VALUE.....		\$	6,041,090
F.	2024 DEANNEXED TAX VALUE.....		\$	0
G.	2024 TAXABLE VALUE BECOMING EXEMPT IN 2025.....		\$	19,034,408
	G1. ABSOLUTE EXEMPTIONS.....		\$	381,005
	G2. PARTIAL EXEMPTIONS AND AMOUNT EXEMPT DUE TO AN INCREASE.....		\$	18,653,403
H.	2024 TAXABLE VALUE LOST ON SPECIAL APPRAISAL.....		\$	0
	H1. 2024 MARKET VALUE.....		\$	0
	H2. 2024 PRODUCTIVITY VALUE.....		\$	0
I.	2025 TAXABLE VALUE POLLUTION CONTROL EXEMPTION.....		\$	1,907,960
J.	2025 TAX CEILINGS.....		\$	0
K.	2025 TAX. VALUE OF PROP. ANNEXED > JAN. 1, 2024.....		\$	1,304,464
L.	2025 TAX. VALUE OF NEW IMP. ADDED > JAN. 1, 2024.....		\$	69,327,103
M.	2024 TAX RATES.....M & O.....		\$	0.239700 /\$100
		I & S.....	\$	0.183400 /\$100
		TOTAL TAX RATE.....	\$	0.423100 /\$100
N.	M&O YEAR END FUND BALANCE.....		\$	0
O.	I&S YEAR END FUND BALANCE.....		\$	0
P.	2025 TOTAL DEBT SERVICE NEEDED.....		\$	4,335,280.76
		AMOUNT PAID FROM FUNDS IN SCHEDULE A.....	\$	0.00
		AMOUNT PAID FROM OTHER SOURCES.....	\$	0.00
		ADJUSTED 2025 DEBT SERVICE.....	\$	4,335,280.76
Q.	2024 EXCESS DEBT TAX COLLECTIONS.....		\$	0.00
R.	CERTIFIED 2025 ANTICIPATED COLLECTION RATE.....		%	100.00%
	R1. 2024 ACTUAL COLLECTION RATE.....		%	100.00%
	R2. 2023 ACTUAL COLLECTION RATE.....		%	99.00%
	R3. 2022 ACTUAL COLLECTION RATE.....		%	98.00%
S.	FUNCTION OR ACTIVITY TRANSFER (+/-).....		\$	0
T.	REFUNDS FOR TAX YEARS PRIOR TO 2024.....		\$	10,042.48
		M&O PORTION.....	\$	5,689.39
CC.	UNUSED INCREMENT RATE WORKSHEET			
CC1.	2024 VOTER-APPROVAL TAX RATE (LINE 67).....		\$	0.505600 /\$100
	2023 VOTER-APPROVAL TAX RATE (LINE 67).....		\$	0.413900 /\$100
	2022 VOTER-APPROVAL TAX RATE (LINE 67).....		\$	0.428300 /\$100
CC2.	2024 UNUSED INCREMENT RATE (LINE 66).....		\$	0.003400 /\$100
	2023 UNUSED INCREMENT RATE (LINE 66).....		\$	0.000000 /\$100
	2022 UNUSED INCREMENT RATE (LINE 66).....		\$	0.006500 /\$100
CC3.	2024 ADOPTED TAX RATE.....		\$	0.423100 /\$100
	2023 ADOPTED TAX RATE.....		\$	0.413900 /\$100
	2022 ADOPTED TAX RATE.....		\$	0.428300 /\$100
CC4.	2024 TOTAL TAXABLE VALUE.....		\$	2,449,279,219
	2023 TOTAL TAXABLE VALUE.....		\$	2,327,054,299
	2022 TOTAL TAXABLE VALUE.....		\$	2,023,296,578

RATE ADJUSTMENTS

Additional rate for unused increment rate			0.077840
No New Revenue Tax Rate			0.430564
No New Revenue M & O Tax Rate			0.245815
Voter Approval M & O Tax Rate			0.254418
Debt Rate			0.174184
Schedule A Funds Needed for Above Debt Rate			23.58
Debt Rate Reduction Using Above Schedule A Funds			0.000000
	Unadjusted Voter Approval Rate		0.428602
	Voter Approval Rate adjusted for unsued increment rate		0.506442
	Voter-Approval Rate:		0.506442
	De minimis Rate:		0.440088
Statement of Increase/Decrease:	INCREASE	by	223,564

**NOTICE OF TAX RATES,
ESTIMATED UNENCUMBERED FUND BALANCES, AND DEBT SERVICE**

I, Celia Israel, Tax Assessor-Collector for Travis County, in accordance with Sec. 26.04, Texas Property Tax Code, provide this notice on 2025 property tax rates for your jurisdiction. This notice presents information about two tax rates. The No-New-Revenue tax rate would impose the same amount of taxes as last year if you compare the properties taxed in both years. The Voter-Approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as they are required by state law. The rates are given per \$100 of property value.

THIS YEAR'S NO-NEW-REVENUE TAX RATE:

Last year's adjusted taxes (after subtracting taxes on lost property).....	\$	10,412,187.69
/ This year's adjusted tax base (after subtracting value of new property).....	\$	2,418,263,610
= This year's no-new-revenue tax rate.....	\$	0.430564 /\$100
(Maximum rate unless the unit publishes a notice and holds a hearing)		

THIS YEAR'S VOTER-APPROVAL TAX RATE:

Last year's adjusted operating taxes (after subtracting taxes on lost property and adjusting for transferred function).....	\$	5,944,470.64
/ This year's adjusted tax base.....	\$	2,418,263,610
= This year's no-new-revenue operating rate.....	\$	0.245815 /\$100
x 1.08 = This year's maximum operating rate.....	\$	0.254418 /\$100
+ This year's debt rate.....	\$	0.174184 /\$100
= This year's voter-approval rate.....	\$	0.506442 /\$100
(Maximum rate the taxing unit can adopt without an election for voter approval)		

Schedule A: Unencumbered Fund Balances:

The following estimated balances will be left in the unit's property tax accounts at the end of the fiscal year. These balances are not encumbered by a corresponding debt obligation.

Maintenance & Operations	\$	0
Interest & Sinking (Debt)	\$	0
Total	\$	0

Schedule B, 2025 Debt Service, Parts 1 and 2, are attached

Celia Israel
Travis County Tax Assessor-Collector

Prepared By: _____
Christina Cerda

City of Lago Vista

Page 3

Schedule B, 2025 Debt Service, Part 2

July 25, 2025

Total Required for 2025 Debt Service.....	\$	4,335,280.76
- Amount (if any) paid from funds listed in Schedule A.....	\$	0.00
- Amount (if any) paid from other sources.....	\$	0.00
- Excess collections last year.....	\$	0.00
= Total to be paid from taxes in 2025.....	\$	4,335,280.76
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2025.....	\$	0.00
= Total Debt Levy.....	\$	4,335,280.76

Schedule B, 2025 Debt Services, Part 1

July 25, 2025

	DESCRIPTION	PRINCIPAL	INTEREST	OTHER	TOTALS
2006 CO		455,000.00	29,013.25	0.00	484,013.25
2008 CO		129,000.00	13,061.25	0.00	142,061.25
2014 CO		115,000.00	290,925.00	0.00	405,925.00
2015 CO		475,000.00	215,900.00	0.00	690,900.00
2016A CO		100,000.00	51,100.00	0.00	151,100.00
2016B CO		205,000.00	101,393.76	0.00	306,393.76
2017 CO		285,000.00	206,137.50	0.00	491,137.50
2024 CO		520,000.00	1,143,750.00	0.00	1,663,750.00
	TOTALS	2,284,000.00	2,051,280.76	0.00	4,335,280.76



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 7, 2025

SUBMITTED BY: Susie Quinn, Interim City Secretary

SUBJECT: Action regarding the June 26, 2025, Regular City Council Meeting Minutes.

FINANCIAL IMPACT: Not Applicable

RECOMMENDATION: Approval of the June 26, 2025, Regular City Council Meeting Minutes.

ATTACHMENTS:
[06-26-2025 City Council Minutes](#)

These minutes have been prepared to satisfy the requirements of Section 551.021 of the Texas Government Code. Video recordings of most City meetings can be viewed at <https://www.lagovistatexas.gov/249/1980/Watch-Meetings>

**REGULAR MEETING MINUTES
LAGO VISTA CITY COUNCIL
JUNE 26, 2025
CITY COUNCIL CHAMBERS**

1. CALL TO ORDER, CALL OF ROLL

Mayor Sullivan called the meeting to order at 1:00 PM

Council Present:

Kevin Sullivan, Mayor

Norma Owen, Councilmember

Rob Durbin, Mayor Pro-Tem

Paul Roberts, Councilmember

Shane Saum, Councilmember (Virtual)

Paul Prince, Councilmember

Adam Benefield, Councilmember

Staff Present:

Charles West, City Manager

Brad Bullock, City Attorney

Gary Broshears, Police Chief

Stephanie Alff, Asst. City Secretary

Stan Heston, IT System Admin.

Tiffany Sparks, Human Resources

Nichole Navarro, Finance Manager

Eric Zeno, Economic Development
Director (Virtual)

2. EXECUTIVE SESSION

Convened into a closed Executive Session at 1:01 pm pursuant to;

2A Consultation with Legal Counsel concerning all regular meeting agenda items requiring confidential attorney/client advice (as needed) pursuant to Texas Government Code Section 551.071.

2B 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 - Taylor Whichard, Public Works Director, and legal advice related thereto concerning pending or contemplated litigation pursuant to Texas Government Code 551.071.

2C 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 - Ed McRoy, Development Services Director, and legal advice related thereto concerning pending or contemplated litigation pursuant to Texas Government Code 551.071.

2D Consultation with Legal Counsel concerning legal questions related to

conduct of Closed Meetings under Subchapters D and E of Texas Open Meetings Act (TOMA) and legal advice related thereto pursuant to Texas Government Code Section 551.071.

2E Consultation with Legal Counsel concerning legal questions related to Turnback Ranch pursuant to Texas Government Code Section 551.071

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

Reconvened from Executive Session into open session at 3:07pm to act as deemed appropriate in City Council's discretion regarding:

02:10-02:21

3A Consultation with Legal Counsel concerning all regular meeting agenda items requiring confidential, attorney/client advice (as needed) pursuant to Texas Government Code Section 551.071.

No Action

02:22-03:08

3B 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 - Taylor Whichard, Public Works Director, and legal advice related thereto concerning pending or contemplated litigation pursuant to Texas Government Code 551.071.

MOTION: Councilmember Prince moved to ratify the personnel action taken by the city manager concerning Interim City Manager Whichard, seconded by Councilmember Benefield. The motion passed unanimously (6-0) (Councilmember Saum was experiencing technical difficulties attending virtually.)

03:12-03:56

3C 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 - Ed McRoy, Development Services Director, and legal advice related thereto concerning pending or contemplated litigation pursuant to Texas Government Code 551.071.

MOTION: Councilmember Prince moved to ratify the personnel action taken by the city manager concerning former Development Services Director McRoy, seconded by Mayor Pro Tem Durbin. The motion passed unanimously (6-0) (Councilmember Saum was experiencing technical difficulties attending virtually).

04:44-05:02

3D Consultation with Legal Counsel concerning legal questions related to conduct of Closed Meetings under Subchapters D and E of Texas Open Meetings Act (TOMA) and legal advice related thereto pursuant to Texas Government Code Section 551.071.

No Action

05:06-05:17

3E Consultation with Legal Counsel concerning legal questions related to Turnback Ranch pursuant to Texas Government Code Section 551.071

No Action

4. INVOCATION

City Manager Charles West gave the invocation.

5. PLEDGE OF ALLEGIANCE, PLEDGE TO TEXAS FLAG

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

06:22-15:52

6. 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.

Gerald Perrin addressed the council regarding the condition of the golf course. He praised the work of Greg Saw in improving the course conditions over the past couple years. However, he expressed concern about the lack of irrigation on the fairways and urged the council to approve an irrigation plan. Mr. Perrin also mentioned an upcoming golf tournament in October to raise funds for course improvements.

Susan Greenberg raised several issues related to the Lakeside at Tessera subdivision, including:

- Fading lane lines on Tessera Parkway creating safety concerns
- Lack of speed limit signs on some streets
- The unfinished pump station and associated debris
- Desire for signage indicating it is a PID community

The mayor noted that the irrigation system design for the golf course is in progress. He also clarified that the earliest the effluent irrigation system would likely be operational is early next year.

15:58-21:07

7. ITEMS OF COMMUNITY INTEREST

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

- a. Expression of thanks, gratitude, and condolences.

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

The mayor made several announcements:

- Longtime resident George Eaves recently passed away
- The deadline for nonprofits to apply for city funding is June 30th
- City Hall and the library will be closed July 3rd for Independence Day
- Upcoming July 4th events including a 5k/10k run, parade, and fireworks
- A plaque presentation to Anytime Fitness on July 9th
- Green Center open dates in July
- Business roundtable on July 10th
- City Council applications open July 19th for upcoming election

The mayor announced he does not intend to seek re-election.

Councilmember Benefield shared that his niece had recently experienced a miscarriage and asked to have the baby's name, William Spencer Nelson, recorded in the minutes.

Mayor Pro Tem Durbin noted it was his wife's birthday and expressed appreciation for her.

8. PRESENTATIONS

21:11-25:54

8A Update from Northlake Hope Center on Pediatric Medical Clinic by Daphne Zuniga, Executive Director, Northlake Hope Center.

Daphne Zuniga provided an update on the pediatric medical clinic operated by Northlake Hope Center. She reported that the clinic has been operating successfully for four months, serving 25 patients so far. The clinic offers both medical services and health/wellness education. Ms. Zuniga highlighted the high demand and noted they have many volunteers. She provided statistics on the Hope Center's other services, including counseling, food distribution, and financial assistance. Ms. Zuniga expressed gratitude for the city's support and partnership.

Councilmember Saum asked about ways to help get the word out about the clinic's services. Ms. Zuniga welcomed additional promotion now that they are open to the broader community, not just existing clients. She noted they are limited to seeing 9 patients per clinic day.

9. WORK SESSION

26:00-02:05:20

9A Discussion regarding possible proposed changes to the City of Lago Vista City Charter as suggested by the Charter Review Committee, with input by City Attorney Brad Bullock, and Council Liaisons.

Mayor Sullivan recognized the members of the charter review committee for their hard

work: Lynda Aird (Chair), Mike Slaughter (Vice Chair), Robert Owen (Secretary), Genee Harris, and Tracy Pitts.

Robert Owen presented the committee's recommendations for changes to the city charter. He highlighted several key points:

- The committee recommended extending council terms to 3 years, which would require changes to sections 3.01 and 6.11 of the charter.
- They suggested adding language to provide guidance in interpreting conflicts within the charter.
- The committee recommended updating the charter to allow for gifts, with specific language proposed.
- They suggested standardizing terms and capitalization throughout the charter.
- The committee recommended adding a table of contents to the charter after the 2025 election.

Mr. Owen also presented data on voter engagement in past charter amendment elections, showing that Lago Vista voters remained highly engaged even with up to 14 propositions on the ballot.

The council discussed various aspects of the recommendations, including:

- The potential need for special elections and runoffs with 3-year terms.
- The impact of the "resign to run" rule with longer terms.
- Concerns about reduced voter turnout in off-year elections.
- The language regarding gifts and how it aligns with state law and ethics policies.
- The proposed guidance for interpreting conflicts in the charter.

City Attorney Bullock, provided input on several legal aspects of the proposed changes, particularly regarding the interpretation of conflicts and the language about individual councilmember rights.

After extensive discussion, the council agreed to:

- Have the charter review committee meet again to address some of the questions raised.
- Have the city attorney provide formal responses on certain legal questions.
- Continue discussions at the next two meetings in July.
- Make final decisions on ballot items at the second meeting in July.

02:05:22-03:29:18

9B Discuss all actions the City of Lago Vista may take regarding Tessera development and/or parkland dedications.

Mayor Sullivan introduced the topic, noting that there are limitations on what the city can

do regarding certain issues, such as deceptive trade practices or misrepresentations by developers or builders. He mentioned that the 1.2-acre parcel under the pool, pavilion, and play scape is now in the city's name, but there are still issues surrounding which parcels were supposed to come to the city.

City Attorney Bullock, provided information on Public Improvement Districts (PIDs) and special benefits. He explained that PIDs are tools to provide special benefits to properties being assessed, covering various improvements such as roads, drainage, and other infrastructure. The assessment is looked at holistically and cannot be peeled out for individual pieces of infrastructure.

Andrea Barnes from P3Works, the current PID administrator, provided information on their role and the resources available to Tessera residents. She explained the annual service and assessment plan update process and clarified some misconceptions about PID assessments and disclosures.

Several residents spoke about their concerns:

- Jack Britton raised questions about the PID advisory board and oversight of special assessments.
- Dustin Lee asked about the feasibility studies done when the PID was formed and the possibility of paying off a portion of the debt associated with amenities.
- Robert Donnelly discussed the future of the agreement between the HOA and the city regarding maintenance of public facilities.
- Darlene Lock, representing Hines, addressed concerns about marketing materials and amenities, stating that they are working to ensure accurate disclosures moving forward.

The council discussed the next potential steps, including:

- Scheduling a meeting between the city manager and Dave Stewart to evaluate claims about the water and wastewater master plan.
- Requesting an update on the section 185 exemption process within 90 days.
- Exploring options for funding and maintaining public amenities in the long term.

03:29:19-04:04:41

9C Discussion regarding adoption of New Section 10.606 – Public Parkland Disclosure and Communication Requirements.

This item was tabled until the July 17th meeting at the request of Councilman Saum, who was not present for the discussion.

03:30:22-04:04:41

9D Provide directional consensus for upcoming budget plan on Parks, and potential referral to the appropriate commission for recommendations on updates to the tree protection ordinance.

Mr. Andrew Gale, chair of the Parks and Recreation Advisory Committee (PRAC),

presented recommendations for park improvements and maintenance. The presentation included:

- Immediate objectives for park safety and improvements
- Recommendations for utilizing tree mitigation funds for park maintenance
- A prioritized list of park projects for 2025, 2026, and long-term planning
- Suggestions for updating the tree mitigation ordinance

The council discussed the recommendations, focusing on:

- The need for additional staffing to maintain and improve parks
- Potential changes to the tree mitigation ordinance, including reducing the protected tree size from 10 inches to 8 inches
- The process for referring these recommendations to the Planning and Zoning Commission for review

The council agreed to:

- Direct staff to take the tree ordinance recommendations back to the Planning and Zoning Commission for review
- Consider the PRAC recommendations during the upcoming budget process

04:04:43-04:05:09

9G (Mislabeled, should have been 9E) Discussion regarding the Finance Sub-Committee update.

A brief update was provided, noting that discussions with Texas State University are progressing well and that City Manager West has things in hand with the committee's comments.

04:05:10-04:07:28

10. 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.

Items 10E, 10F, 10G, and 10I were requested to be removed from the Consent agenda.

10A Action regarding the May 15, 2025, Regular City Council Meeting Minutes.

APPROVED ON CONSENT

10B Action regarding the CAPCOG 2026 request for \$1,122.00 from the FY2026 Lago Vista budget for the CAPCOG Clean Air Coalition.

APPROVED ON CONSENT

10C Action regarding **Resolution No. 25-2134**; a resolution by the City Council

of the City of Lago Vista, Texas appointing students to serve as members on the Youth Advisory Committee

APPROVED ON CONSENT

10D Action regarding **Resolution No. 25-2135** accepting a resignation and appointing an individual to fill the resulting vacancy for an unexpired term as a member of the Board of Adjustment.

APPROVED ON CONSENT

05:20:57-05:24:45

10E Action regarding **Resolution No. 25-2136** - Designating an Administrative Officer in absence or disability of the City Manager in compliance with the Lago Vista City Charter.

City Manager West explained that he had initially submitted the name of Tiffany Sparks, the current HR director, but after discussions in the work session and executive session, he suggested taking no action on this item for now. He will name someone as needed if he is absent.

NO ACTION

05:24:47-05:29:33

10F Action regarding **Resolution No. 25-2137** tabled at the May 15, 2025, City Council meeting which established the Development and Building Advocacy and Support Subcommittee to assist residents, builders, and developers in resolving development-related issues through Early Intervention, Council Guidance, and Collaboration with City Staff; and providing an effective date.

The council discussed the resolution, which had been updated to address concerns raised by city staff. Councilmembers expressed support for the subcommittee's work, particularly the development of permit-specific checklists.

MOTION: Councilmember Roberts moved to approve resolution number 25-2137. The motion was seconded by Mayor Pro Tem Durbin. The motion passed unanimously (7-0).

The Mayor recessed the meeting at 7:13 PM and reconvened at 7:18 PM

04:07:55-05:02:16

10G Action regarding **Ordinance No. 2025-06-26-01** affirming that the City of Lago Vista is a Constitution honoring community that upholds the protections guaranteed by the United States Constitution and Bill of Rights.

Councilman Benefield introduced this ordinance, explaining it was intended to remove ambiguity around constitutional rights and prevent personal interpretations from limiting free speech. He cited recent examples of issues around political signage and parade

participation.

There was extensive debate among councilmembers about whether such an ordinance was necessary. Some felt existing laws and processes were sufficient, while others saw value in having a clear affirmation of constitutional rights.

After hearing public comments both for and against the ordinance, the council took a vote:

MOTION: Councilmember Benefield made a motion to approve Agenda Item 10G, it was seconded by Mayor Sullivan. The motion failed with a vote of two ayes (Councilmember Benefield and Mayor Sullivan) and four noes (Mayor Pro Tem Dubin, Councilmember Prince, Councilmember Roberts, and Councilmember Owen.)

2nd MOTION: Councilmember Owen moved to add sections 2 and 3 of the proposed ordinance to the city's standard operating procedures for anything related to free speech, parades, or community events going forward. Councilmember Prince seconded the motion. The motion passed unanimously (7-0).

04:05:10-04:07:28

10H Referral to Building and Standards Commission to consider requiring BSC recommendation for ordinance amendments within its jurisdiction.

APPROVED ON CONSENT

05:02:18-05:20:34

10I Referral for Technical Review – Concerns Regarding Water and Wastewater Master Plan Assumptions.

MOTION: Councilmember Roberts moved to direct the City Manager West to meet with Dave Stewart to evaluate the claims and determine the potential impact to the Capital Improvements Program (CIP). The motion was seconded by Councilmember Prince. The motion passed unanimously (7-0)

04:05:10-04:07:28

10J Referral to Planning & Zoning Commission - Aggrieved Person Definition and Procedural Compliance Appeals

MOTION: Councilmember Prince moved to approve the consent agenda items 10a, 10b, 10c, 10d, 10h, and 10j. The motion was seconded by Councilmember Roberts. The motion passed unanimously (7-0)

11. ACTION ITEMS

05:29:36-06:07:22

11A Discussion, consideration, and possible action surrounding the city's strategy and priorities related to reaching an agreement between itself and the Rusty Allen Airport POA.

Mayor Sullivan introduced the item, expressing concern about entering a second budget cycle without an agreement with the airport POA. He mentioned communications with the FAA and complications regarding grandfathering and federal standards.

Robert Peck, representing the airport community, provided an update on ongoing discussions with TxDOT and the FAA. He emphasized the need for a careful, step-by-step approach to resolving the issues.

The council discussed:

1. The timeline for reaching a resolution on the section 185 exemption
2. The potential need to align with TxDOT rather than federal regulations
3. The importance of regular updates from the airport advisory board

The council agreed to:

1. Allow 90 days for the current process to continue
2. Have this item on the agenda for the second meeting in September for further discussion
3. Request more frequent updates from the airport advisory board liaison

No Action

06:07:23-06:12:28

11B Discussion, consideration, and possible action on authorizing the City of Lago Vista Police Department to apply for an Office of Community-Oriented Policing Services (COPS) Hiring Program Grant for FY 2025.

Police Chief Boshears presented information on the COPS Hiring Program grant opportunity. The grant would provide up to \$125,000 over 3 years to assist with salary and benefits for a new police officer position. The city would need to fund the remainder of the costs for 5 years total.

Chief Boshears noted they had considered using the grant for a school resource officer position but decided against it due to funding complications. He provided a breakdown of potential costs to the city over the 5-year period.

MOTION: Councilmember Roberts moved to approve the grant application, seconded by Councilmember Owen. The motion passed unanimously. (6-0) (Councilmember Saum was not present during the vote)

06:12:54-06:32:08

11C Discussion, consideration, and possible action regarding **Ordinance No. 26-06-26- 02**; an ordinance of the City Council of the City of Lago Vista,

Texas Pursuant to the Texas Local Government Code Chapter 102, Sections 102.007(b) and 102.010, Providing for Amendments to Ordinance No. 24-09-19-01, Municipal Budget for the Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025; for the addition of capital improvement projects to the city budget.

Finance Director Nicole Navarro explained this budget amendment was needed to properly allocate funds for capital improvement projects that had been inadvertently omitted from the final approved budget. She clarified that the funding was available, it just needed to be formally allocated to the correct line items.

The council discussed using a mix of bond funds and utility reserve funds for some projects, particularly the effluent disposal ponds. They agreed to check with bond counsel on allowable uses of bond funds.

MOTION: Councilmember Owen moved to approve Ordinance No. 26-06-26-02, with the amendment for the effluent disposal project, half of the \$3,475,000 to come from bond funds and half from utility reserve, subject to bond counsel approval, seconded by Councilmember Prince. The motion passed 5-1, with Councilmember Benefield voting against. (Councilmember Saum was not present during the vote)

Note: Councilmember Saum was able to join virtually at 9:37 PM.

06:32:11-06:49:40

11D Discussion, consideration, and possible action regarding the need for Legal Counsel to attend all quasi-judicial Board and/or Commission meetings.

The council discussed whether legal counsel should be required to attend all meetings of quasi-judicial boards and commissions. City Attorney Brad Bullock explained the challenges of in-person attendance and suggested a more flexible approach based on need.

Citizen Gene Harris commented on this item, in favor of Legal Counsel attending by Zoom or in person as it benefits the board/commission to get immediate answers or opinions.

After discussion, the council reached a consensus that:

- Remote attendance by the attorney is acceptable when needed
- Not all meetings require attorney presence
- Staff should provide a schedule of regular meeting dates to the attorney
- The city manager or department heads can determine when attorney presence is needed
- For Planning & Zoning meetings, extra effort should be made to have legal counsel available when appropriate

No formal motion was made, as the council felt they had provided sufficient direction to staff.

NO ACTION

12. STAFF AND COUNCIL LIAISON REPORTS

06:49:58-06:51:37

12A Routine Reports from City Staff

Finance Director Navarro gave reported that financial reconciliations are now complete through April, with those reports posted on the city website. She noted they are making good progress on May financials as well.

06:51:39-06:53:45

12B Routine Reports from City Council Board/Commission/Committee Liaisons,

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

06:53:45 - 06:53:45

13. ADJOURNMENT

Mayor Sullivan adjourned the meeting at 10:04 PM.

CITY OF LAGO VISTA

Kevin Sullivan, Mayor

ATTEST:

Susie Quinn, Interim City Secretary

On a motion by Councilor _____ and seconded by Councilor _____, the above and foregoing instrument was approved (__-__-__).



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 7, 2025

SUBMITTED BY: Susie Quinn, Interim City Secretary

SUBJECT: Action regarding the July 7, 2025, Regular City Council Meeting Minutes.

FINANCIAL IMPACT: Not Applicable

RECOMMENDATION: Approval of the June 7, 2025, Regular City Council Meeting Minutes.

ATTACHMENTS:
[07-07-2025 City Council Minutes](#)

These minutes have been prepared to satisfy the requirements of Section 551.021 of the Texas Government Code. Video recordings of most City meetings can be viewed at <https://www.lagovistatexas.gov/249/1980/Watch-Meetings>

**REGULAR MEETING MINUTES
LAGO VISTA CITY COUNCIL
JULY 7, 2025
CITY COUNCIL CHAMBERS**

1. CALL TO ORDER, CALL OF ROLL

Kevin Sullivan, Mayor

Rob Durbin, Mayor Pro-Tem

Shane Saum, Council Member

Adam Benefield, Council Member

Norma Owen, Council Member

Paul Roberts, Council Member

Paul Prince, Council Member

STAFF PRESENT:

Charles West, City Manager

Gary Boshears, Police Chief

Stan Heston, IT Analyst Manager

Eric De La Cruz, Asst. City Secretary

Nichole Navarro, Finance Manager

2. INVOCATION

City Manager West led the invocation.

3. PLEDGE OF ALLEGIANCE, PLEDGE TO TEXAS FLAG

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

4. CITIZEN COMMENTS

Mayor Sullivan explained the rules for citizen comments in accordance with the Open Meetings Act.

Shawn Conyngham, resident, came forward to speak about flooding concerns in Lago Vista, particularly issues with water runoff from the golf course near greens number 2 and 8. He described severe flooding on Rockwood Drive and surrounding properties, including his own home. Conyngham expressed frustration with previous attempts to address the problem and urged the council to take action, citing safety concerns for residents.

Council members asked clarifying questions about the location and extent of the flooding. City Manager West confirmed he was aware of the issue and stated that while some efforts had been made, more comprehensive solutions were still needed. He noted that both the city and homeowners would have responsibilities in addressing the problem.

Councilmember Roberts inquired about potential grant funding through recent emergency declarations to improve drainage. City Manager West indicated there may be opportunities, but he would need to investigate further.

ACTION ITEMS

28:00-30:10

5A Discussion, consideration and possible action regarding Resolution No. 25- 2138 approving the City Manager's appointment of Scott Dunlop as Development Services Director in accordance with the city charter and providing an effective date.

City Manager Charles West introduced the resolution to appoint Scott Dunlop as the new Development Services Director. He expressed confidence in Mr. Dunlop's qualifications and understanding of the challenges facing the department.

MOTION: Councilmember Paul Roberts moved to approve Resolution No. 25-2138. The motion was seconded by Councilmember Shane Saum. The council voted unanimously to approve the resolution (7-0). Mr. West noted that Scott Dunlop would begin work the following Monday morning (July 15, 2025).

6. WORKSHOP SESSION

30:19-02:27:10

6A. Discussion of the current and upcoming FY2026 City of Lago Vista Budget.

City Manager Charles West initiated the budget discussion, stating his preference to maintain the current tax rate if possible. He suggested there may be enough flexibility in department budgets to achieve this while still meeting the city's needs.

Mayor Sullivan and several council members expressed agreement with aiming for no increase in the tax rate, though they acknowledged final decisions would depend on upcoming property valuations from Travis County.

Councilmember Adam Benefield reminded the council of their previous agreement to have departments submit budgets at the lower of what they requested last year or what they actually spent, minus an additional 5%. He emphasized the importance of following through on this approach.

The council discussed the complexities of property tax calculations, particularly how changes in property values affect homesteaded versus non-homesteaded properties. They recognized the need to clearly communicate these nuances to citizens.

Councilmember Adam Benefield presented an analysis of current city funds and investments, totaling approximately \$65 million across various accounts. He highlighted the need to make strategic use of impact fees and suggested reevaluating some earmarked funds.

The council engaged in a lengthy discussion about potential economic development initiatives, particularly focusing on the idea of developing a town center or mixed-use district along Bronco Lane. They debated various funding mechanisms and development strategies, including the possibility of creating a Tax Increment Reinvestment Zone (TIRZ).

Mr. West agreed to work with staff to gather more information on property values and development possibilities in the area.

30:31-02:27:10

6B. Discussion regarding the goals, wants and needs for the City of Lago Vista.

The council members shared various priorities and concerns for the upcoming budget:

1. Infrastructure focus: Mayor Sullivan emphasized the need to prioritize infrastructure projects over quality-of-life improvements, while still recognizing citizen desires expressed in the comprehensive master plan.
2. Water and wastewater capacity: The council stressed the importance of accurately assessing current capacity and planning for future needs. Mr. West agreed to provide updated figures by August.
3. Drainage improvements: There was a consensus on the need for a citywide drainage study to identify and prioritize problem areas.
4. Emergency preparedness: Councilmember Shane Saum advocated for investing in generators for critical infrastructure and exploring the installation of emergency sirens.
5. Parks and recreation: The council discussed staffing levels and the valuable contributions of volunteer organizations like KLBB.
6. Development services: Mr. West mentioned plans to update zoning ordinances and potentially create a unified development code to streamline processes.
7. Economic development: The council expressed interest in pursuing strategies to attract businesses and increase tourism revenue.
8. Golf course improvements: There was discussion about fairly accounting for the golf course's role in wastewater management and continuing planned upgrades.

City Manager West noted he would aim to have a draft budget ready for council review by July 24th.

7. ADJOURNMENT

02:28:

Mayor Sullivan adjourned the meeting at 3:28 pm.

CITY OF LAGO VISTA

ATTEST:

Kevin Sullivan, Mayor

Susie Quinn, Interim City Secretary

On a motion by Councilor _____ and seconded by Councilor _____, the above and foregoing instrument was approved (____-____-____).



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 7, 2025

SUBMITTED BY: Susie Quinn, Interim City Secretary

SUBJECT: Consider approval of Ordinance No. 25-08-07-01, an ordinance ordering and establishing procedures for the 2025 General Election in the City of Lago Vista to elect officials for Mayor, Council Member Place 1, Council Member Place 3 and Council Member Place 5; providing for notice of the election; providing election precinct and polling places; providing for early voting; providing an effective date and open meetings clause; and providing for related matters.

BACKGROUND: The Texas Election Code, Chapter 3, provides for the ordering of an election not later than the 78th day before the election date. In addition to any other elements required, each order must state the date of the election and the offices or measures to be voted on at the election.

Per City Charter, Section 5.01 City Elections, the general City election shall be held annually on the uniform election date in November in accordance with the election laws of the State of Texas.

FINDINGS: The attached ordinance has been prepared calling the election to be held on November 4, 2025 and giving notice of the election for the purpose of electing the Mayor, Council Member Place 1, Council Member Place 3, and Council Member Place 5. Each Council Member is elected at-large, for two-year terms.

FINANCIAL IMPACT: Funds are estimated in the amount of \$13,000 for consideration in the City Secretary's FY 2025-2026 budget (line item - Elections) and in the estimated amount of \$2,500 for consideration in the City Secretary's FY 2025-2026 budget (line item - Legal Notices).

RECOMMENDATION: Staff recommends approval of the ordinance as presented.

ATTACHMENTS:
[Ord no 25-08-07-01 Call the November 4, 2025, General Election](#)

ORDINANCE NO. 25-08-07-01

AN ORDINANCE ORDERING AND ESTABLISHING PROCEDURES FOR THE 2025 GENERAL ELECTION IN THE CITY OF LAGO VISTA TO ELECT OFFICIALS FOR MAYOR, PLACE 1, PLACE 3, AND PLACE 5; PROVIDING FOR NOTICE OF THE ELECTION; PROVIDING ELECTION PRECINCT AND POLLING PLACES; PROVIDING FOR EARLY VOTING; PROVIDING AN EFFECTIVE DATE AND OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, on November 4, 2025, there shall be a general election held to elect the following officials for the City of Lago Vista (“City”): Mayor, Council Member, Place 1; Council Member, Place 3; and Council Member, Place 5;

WHEREAS, the Texas Election Code is applicable to said election and this Ordinance establishes procedures consistent with the Code, orders the general election, and designates the voting place for the election;

WHEREAS, the voters of the City will be adequately and conveniently served by the common early voting polling places specified herein, which are located outside the boundary of the City, and such polling places will facilitate the orderly conduct of the election;

WHEREAS, the City has made provision to contract with Travis County to conduct the City's election, pursuant to *Chapter 31, Tex. Elec. Code*, and *Chapter 791, Tex. Gov't Code* (the “Election Agreement” or “Election Contract”), and such contract provides for political subdivisions subject to the Election Contract that hold elections on the same day in all or part of the same territory to hold a joint election as authorized in *Chapter 271, Tex. Elec. Code*.

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

SECTION 1. The General Election of the City shall be held on Tuesday, November 4, 2025, to elect the Mayor and Council Members for Place 1, Place 3, and Place 5, to serve a term of two (2) years each. Candidates at the election for the above offices shall file their applications to become candidates with the City Secretary of the City, at City Hall, 5803 Thunderbird Drive, Lago Vista, Texas 78645, between Saturday, July 19, 2025, and Monday, August 18, 2025 at 5:00 p.m. All applications for candidacy shall be on a form as prescribed by the *Tex. Elec. Code*.

SECTION 2. The order in which the names of the candidates for each office are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary in accordance with Section 52.094 of *Tex. Elec. Code*. The City Secretary will post notice of the date to hold the drawing for a place on the ballot on the bulletin board located in the City Hall, a place convenient and readily accessible to the general public, and the notice will be posted and remain posted continuously for at least seventy-two (72) hours preceding the scheduled time of the meeting.

SECTION 3. Notice of the election shall be given and the election shall be held in compliance with the provisions of the *Tex. Elec. Code* in all respects. The ballots for the election shall comply with the *Tex. Elec. Code* and be in the form provided by the City to the Travis County Election Officer for use on the voting devices and ballots used by Travis County.

SECTION 4. The Travis County Election Officer and his/her employees and appointees, and the election judges, alternate judges, and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by contract with the City and the law governing the holding of elections by home rule cities of the State of Texas; and the official ballots, together with such other election materials as are required by the *Tex. Elec. Code*, shall be prepared in both the English and Spanish languages and shall contain such provisions, markings, and language as is required by law.

SECTION 5. Early voting, both by personal appearance and by mail, will be conducted by the Travis County Election Officer, who is designated and appointed as the Early Voting Clerk, in accordance with the *Texas Election Code*. Early voting by personal appearance shall be conducted at places and locations authorized by state law and the Travis County Election Officer. Early voting shall commence on Monday, October 20, 2025, and continue through Friday, October 31, 2025. Early voting shall also be held at any time and location authorized by the Travis County Election Officer. Early voting by City residents may be conducted at any Travis County early voting location and any location exclusively designated by the Travis County Election Officer for City residents. The early voting clerk's official mailing address is:

Travis County Early Voting Clerk
P.O. Box 149325
Austin, TX 78714-9325

SECTION 6. The election precincts for the election shall be the election precincts established by Travis County, provided that each shall contain and include geographic area that is within the City. The polling place for each such election precinct shall be the polling place established by Travis County for such election precincts in Travis County and voting by residents of the City. The polls shall remain open on the day of the election from 7:00 a.m. to 7:00 p.m. The returns for precincts in Travis County will be provided by precinct and the Travis County Election Officer shall tabulate and provide the election returns for the election.

SECTION 7. Ballot applications and ballots voted by mail should be addressed to the Travis County Early Voting Clerk at the address listed above. Applications for ballots by mail must be received no later than the close of business on Friday, October 24, 2025, the eleventh (11th) day before the election.

SECTION 8. The City Secretary, or designee, is instructed to aid the Travis County Election Officer in the acquisition and furnishing of all election supplies and materials necessary to conduct the election as provided by the Election Agreement. The City Secretary is further authorized to give or cause to be given notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the *Tex. Elec. Code* and *City Charter*; provided that, pursuant to the Election Agreement between Travis County and the City, the Travis County Election Officer shall have the duty and be responsible for organizing and conducting the election in compliance with the *Tex. Elec. Code*; and for

providing all services specified to be provided in the Election Agreement. The Travis County Election Officer shall give the required notices for the general election in accordance with the *Tex. Elec. Code* and the Election Agreement.

SECTION 9. The presiding judges, alternate presiding judges, and clerks for the election shall be selected and appointed by Travis County and its appointees in compliance with the requirements of state law, and such judges and clerks so selected by Travis County and its appointees are hereby designated and appointed by the city council as the election officers, judges and clerks, respectively, for the holding of said general election. The presiding judges, alternate presiding judges, and clerks shall perform the functions and duties of their respective positions that are provided by state law. The city council will further confirm and appoint the election judges and alternate election judges that are appointed by Travis County for the election.

SECTION 10. Notice of the election shall be given by posting a notice containing a substantial copy of this Ordinance on the bulletin board used for posting notice of meetings of the governing body at the City Hall and at the aforesaid election day polling places not later than the twenty-first (21st) day before the election day, and by publishing said Notice of Election at least one time, not earlier than thirty (30) days nor later than ten (10) days prior to said election, in a newspaper of general circulation in the City. The notice that is posted, and the notice that is published in a newspaper of general circulation within the city, will be written in both English and Spanish.

SECTION 11. The Mayor is authorized and directed to post an election order for this election that complies with the Texas Election Code by Monday, August 18, 2025.

SECTION 12. The election shall be held and conducted by the Travis County Election Officer in compliance with state law and the Election Agreement. Only resident qualified voters of the City shall be eligible to vote at the election.

SECTION 13. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby adopted and made a part of this resolution for all purposes.

SECTION 14. This Ordinance shall be in force and effect from and after its passage on the date shown below; provided that if any term or provision of this resolution conflicts with, or is inconsistent with, the Texas Elections Code, the Texas Election Code shall govern and control and the Election Officer shall comply with the Texas Election Code.

SECTION 15. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Open Meetings Act, *Chapter 551, Texas Government Code*.

AND, IT IS SO ORDERED.

[Signatures on Following Page]

PASSED AND APPROVED this 7th day of August 2025.

LAGO VISTA, TEXAS

Kevin Sullivan, Mayor

ATTEST:

Susie Quinn, Interim City Secretary

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

ORDENANZA No 25-08-07-01

UNA ORDENANZA QUE ORDENA Y ESTABLECE PROCEDIMIENTOS PARA LAS ELECCIONES GENERALES DE 2025 EN LA CIUDAD DE LAGO VISTA PARA ELEGIR A LOS FUNCIONARIOS PARA ALCALDE, LUGAR 1, LUGAR 3, Y LUGAR 5; PROVEER AVISO DE LA ELECCIÓN; PROPORCIONAR PRECINTOS ELECTORALES Y LUGARES DE VOTACIÓN; DISPOSICIONES PARA LA VOTACIÓN ANTICIPADA; PROPORCIONAR UNA FECHA EFECTIVA Y CLÁUSULA DE REUNIONES ABIERTAS; Y PROVEER PARA ASUNTOS RELACIONADOS.

CONSIDERANDO QUE, el 4 de noviembre de 2025 habrá una elección general para elegir a los siguientes funcionarios para la Ciudad de Lago Vista (“Ciudad”): Alcaldé, Concejal, Puesto 1; Concejal, Puesto 3; y Concejal, Puesto 5;

CONSIDERANDO QUE, el Código Electoral de Texas es aplicable a dicha elección y esta Ordenanza establece los procedimientos consistentes con el Código, convoca la elección general, y designa el lugar de votación para la elección;

CONSIDERANDO QUE, los votantes de la Ciudad serán atendidos de forma adecuada y conveniente por los lugares de votación anticipada especificados aquí dentro, los cuales se encuentran fuera de los límites de la Ciudad, y tales lugares de votación facilitarán la conducta ordenada de la elección;

CONSIDERANDO QUE, la Ciudad ha hecho provisiones para contratar con el Condado de Travis para realizar la elección de la Ciudad, según el *Capítulo 31 del Código Electoral de Texas y Capítulo 791 del Código Gubernamental de Texas* (el “Acuerdo Electoral” o “Contrato Electoral”) y tal contrato estipula subdivisiones políticas sujetas al Contrato Electoral que tiene elecciones el mismo día en todo o parte del mismo territorio para convocar una elección conjunta como autorizado en *el Capítulo 271, Código Electoral de Texas*.

AHORA, POR LO TANTO, EL CONSEJO MUNICIPAL DE LA CIUDAD DE LAGO VISTA, TEXAS, DECRETA A ORDENA QUE:

SECCIÓN 1. La Elección General de la Ciudad se llevará a cabo el martes, el 4 de noviembre de 2025, para elegir Alcaldé, Concejales para el Puesto 1, el Puesto 3, y el Puesto 5, para servir un mandato de dos (2) años cada uno. Los candidatos de la elección de los cargos mencionados deberán presentar sus solicitudes para ser candidatos con el Secretario Municipal de la Ciudad, en el Ayuntamiento, 5803 Thunderbird Drive, Lago Vista, Texas 78645, entre sábado el 19 de julio de 2025 y el lunes, el 18 de agosto de 2025 a las 5:00pm. Todas las solicitudes para candidatura estarán en un formulario prescrito por *el Código Electoral de Texas*.

SECCIÓN 2. El orden en que los nombres de los candidatos para cada puesto se imprimirán en la boleta se determinará por un sorteo realizado por el Secretario Municipal en acuerdo

con la Sección 52.094 del *Código Electoral de Texas*. El Secretario Municipal publicará un aviso de la fecha para realizar el sorteo para un lugar en la boleta en el tablón de anuncios ubicado en el Ayuntamiento, un lugar conveniente y fácilmente accesible para el público en general, y el aviso se publicará y permanecerá publicado continuamente por lo menos setenta y dos (72) horas antes de la hora prevista de la reunión.

SECCIÓN 3. El aviso de la elección se dará y la elección se realizará en conformidad con las disposiciones del *Código Electoral de Texas* en todos los aspectos. Las boletas para la elección se cumplirán con el *Código Electoral de Texas* y estarán en la forma que la Ciudad le proporciona al Funcionario Electoral del Condado de Travis para usar en los aparatos de votación y las boletas utilizadas por el Condado de Travis.

SECCIÓN 4. El Funcionario Electoral del Condado de Travis, sus empleados, sus personas nombradas, y los jueces electorales, los jueces suplentes, y los oficinistas debidamente designados para la elección, llevarán a cabo la elección en la forma prevista por el contrato con la Ciudad y la ley que rige la celebración de las elecciones de la autonomía local de las ciudades del Estado de Texas, y las boletas oficiales, junto con tales otros materiales electorales requeridos por el *Código Electoral de Texas*, se prepararán en los idiomas inglés y español y contendrán tales disposiciones, marcas, y lenguaje como es requerido por la ley.

SECCIÓN 5. La votación anticipada, tanto por la apariencia personal y por correo, se llevará a cabo por el Funcionario Electoral del Condado de Travis, quien es designado y nombrado Secretario de Votación Anticipada, de acuerdo con el *Código Electoral de Texas*. La votación adelantada en persona se realizará en lugares y locales autorizados por la ley estatal y el Funcionario Electoral del Condado de Travis. La votación adelantada comenzará lunes, el 20 de octubre de 2025, y continuará hasta viernes, el 31 de octubre de 2025. La votación anticipada también se llevará a cabo en cualquier hora y lugar autorizado por el Funcionario Electoral del Condado de Travis. La votación anticipada por los residentes de la Ciudad se puede realizar en cualquier lugar de votación anticipada del Condado de Travis y cualquier otro sitio designado exclusivamente por el Funcionario Electoral del Condado de Travis para los residentes de la Ciudad. La dirección que sigue es el correo oficial del secretario de votación anticipada:

Travis County Early Voting Clerk
P.O. Box 149325
Austin, TX 78714-9325

SECCIÓN 6. Los distritos electorales para la elección serán los distritos electorales establecidos por el Condado de Travis, a condición de que cada uno contenga e incluya un área geográfica que está dentro de la Ciudad. El lugar de votación de cada distrito electoral deberá ser el lugar de votación establecido por el Condado de Travis para tales distritos electorales en el Condado de Travis y la votación de los residentes de la Ciudad. Las urnas se mantendrán abiertas en el día de la elección de las 7:00 am a las 7:00 pm. Los resultados de los distritos en el Condado de Travis serán proporcionados por el distrito electoral, y Funcionario Electoral del Condado de Travis tabulará y proporcionará los resultados para la elección.

SECCIÓN 7. Las solicitudes de boletas y las boletas que se votarán por correo deben dirigirse al Secretario de Votación Anticipada del Condado de Travis en la dirección que se indica arriba. Las solicitudes de boletas por correo deben recibirse antes del cierre de operaciones del 24 de octubre de 2025, el undécimo (11) día antes de la elección.

SECCIÓN 8. El Secretario de la Ciudad, o su designado, se le ordena ayudar al Funcionario Electoral del Condado de Travis en la adquisición y la facilitación de todos los suministros y otros materiales electorales necesarios para realizar las elecciones según el Acuerdo Electoral. El Secretario de la Ciudad también está autorizado a dar los avisos requeridos para la elección, y para tomar otras medidas adicionales como requerido para realizar la elección conforme al *Código Electoral de Texas* y los *Estatutos de la Ciudad*, siempre que, en conformidad con el Acuerdo Electoral entre el Condado de Travis y la Ciudad, el Funcionario Electoral del Condado de Travis tendrá el deber y la responsabilidad de organizar y llevar a cabo las elecciones conforme al *Código Electoral de Texas*, y de proporcionar todos los servicios especificados en el Acuerdo Electoral. El Funcionario Electoral del Condado de Travis dará los avisos requeridos para la elección general conforme al Código Electoral de Texas y el Acuerdo Electoral.

SECCIÓN 9. Los jueces presidentes, los suplentes jueces presidentes, y los secretarios para la elección serán seleccionados y nombrados por el Condado de Travis y sus personas designadas según los requisitos de la ley estatal, y esos jueces y secretarios, elegidos por el Condado de Travis y sus personas designadas por la presente son designados y nombrados por el concejo municipal como los funcionarios electorales, los jueces y los secretarios, respectivamente, para la celebración de dicha elección general. Los jueces presidentes, los suplentes jueces presidentes, y los secretarios efectuarán las funciones y los deberes de sus posiciones respectivas que son proporcionadas por la ley estatal. El concejo municipal confirmará y nombrará a los jueces electorales y los suplentes jueces electorales que son designados por el Condado de Travis para la elección.

SECCIÓN 10. El anuncio de la elección se dará por la publicación de un aviso que contenga la copia sustancial de esta Ordenanza en el tablón de anuncios que se utiliza para publicar información de las reuniones del consejo de administración en el Ayuntamiento y en los antedichos lugares de votación no más tarde del vigésimo primer (21) día antes de la día de elección, y por la publicación de dicho Aviso Electoral por lo menos una vez, no antes de treinta (30) días ni más tarde de diez (10) días antes de dicha elección, en un periódico de circulación general en la Ciudad. El aviso que se publique, y el anuncio que se publique en un periódico de circulación general dentro de la ciudad, ambos deberán ser escritos en inglés y español.

SECCIÓN 11. El Alcalde está autorizado y ordenado a publicar una orden electoral para esta elección que cumple con el Código Electoral de Texas para el 18 de agosto de 2025.

SECCIÓN 12. La elección será realizada por el Funcionario Electoral del Condado de Travis conforme a la ley estatal y el Acuerdo Electoral. Solo los votantes calificados que residen en la Ciudad tendrán derecho a votar en la elección.

SECCIÓN 13. Los antecedentes contenidos en el preámbulo del presente documento se declaran verdaderos y dichos antecedentes se adoptan y forman parte de esta resolución para todos los fines.

SECCIÓN 14. Esta Ordenanza estará en vigencia a partir y después de su aprobación en la fecha indicada más abajo; siempre y cuando cualquier término o disposición de esta resolución entre en conflicto con, o sea inconsistente con, el Código Electoral de Texas, el Código Electoral de Texas regirá y controlará y el Funcionario Electoral deberá cumplir con el Código Electoral de Texas.

SECCIÓN 15. Se resuelve oficialmente que esta reunión fue abierta al público, y el aviso público de la hora, el lugar, y el propósito de dicha reunión se dio, todo como requiere la Ley de Reuniones Abiertas, *Capítulo 551, Código Gubernamental de Texas*.

Y, ASÍ SE ORDENA.

PASADO Y APROBADO en este 7th día de agosto de 2025.

LAGO VISTA, TEXAS

Kevin Sullivan, Alcalde

DOY FE:

Susie Quinn, Secretaria de la Ciudad

Por una moción del Concejal _____, secundada por el Concejal _____, el documento anterior y precedente fue aprobado.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	August 7, 2025
SUBMITTED BY:	Susie Quinn, Interim City Secretary
SUBJECT:	Consider approval of a Joint Election Agreement with Travis County for the November 4, 2025, election and approval of the corresponding Election Services Contract.
BACKGROUND:	Under Texas Election Code Section 271.002, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory. Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.
FINDINGS:	It would benefit the County, the participating entities, and their respective citizens and voters to hold the elections jointly in the election precincts that common polling places can serve. Pursuant to Texas Election Code Sections 271.002 and 271.003 and Texas Government Code Chapter 791, this Joint Election Agreement is entered into by and between Travis County, a political subdivision of the State of Texas acting by and through the Travis County Commissioners Court, and the Participating Entities, each acting by and through their respective governing bodies.
FINANCIAL IMPACT:	Funds are estimated in the amount of \$13,000 for consideration in the City Secretary's FY 2025-2026 budget (line item - Elections).
RECOMMENDATION:	Staff recommends approval of this item.
ATTACHMENTS:	2025 Joint Election Agreement - November 4, 2025 Election 2025_Election_Services_Agreement

JOINT ELECTION AGREEMENT FOR NOVEMBER 4, 2025 ELECTIONS

Recitals

1. Travis County (the “County”) will be conducting general and special elections for the participating entities (each, a “Participating Entity,” and together, the “Participating Entities”) listed in Exhibit A, which is attached to and incorporated into this agreement, on November 4, 2025. Each Participating Entity requires elections to be held on November 4, 2025 in those portions the Participating Entity’s territory that are located in Travis County.
2. Under Texas Election Code Section 271.002, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory.
3. Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.
4. It would benefit the County, the Participating Entities, and their respective citizens and voters to hold the elections jointly in the election precincts that common polling places can serve.

Pursuant to Texas Election Code Sections 271.002 and 271.003 and Texas Government Code Chapter 791, this Joint Election Agreement is entered into by and between Travis County, a political subdivision of the State of Texas acting by and through the Travis County Commissioners Court, and the Participating Entities, each acting by and through their respective governing bodies.

I. Scope of Joint Election Agreement

This agreement covers conducting the November 4, 2025 General and Special Elections for the Participating Entities. The Participating Entities will hold these elections on November 4, 2025 (“Election Day”) jointly for the Participating Entities’ voters who reside in Travis County. This agreement also covers any General and Special Election runoffs, if necessary.

II. Election Officer

The Participating Entities hereby appoint the Travis County Clerk, the election officer for Travis County, as the election officer to perform or supervise the County’s duties and responsibilities involved in conducting the joint election covered by this agreement.

III. Early Voting

Each of the Participating Entities agrees to conduct its early voting jointly. Each of the Participating Entities appoints the Travis County Clerk, the early voting clerk for Travis County, as the early voting clerk for the joint election. Early voting for the Participating Entities will be conducted at the dates, times, and locations as selected by the Election Officer and authorized and ordered by the governing body of each Participating Entity.

A. County Responsibilities

1. The County will provide to the governing body of each Participating Entity a list of locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body, in accordance with Texas Election Code chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.
2. The Travis County Clerk, as the early voting clerk, will be responsible for conducting early voting by mail and by personal appearance for all Travis County voters voting in the joint election. The Travis County Clerk will receive from each Participating Entity's regular early voting clerk applications for early voting ballots to be voted by mail, under Texas Election Code Title 7. The Travis County Clerk will send early voting ballots by mail and receive early voting ballots for early voting by mail. The Travis County Clerk may appoint such deputy early voting clerks as necessary to assist the Travis County Clerk with voting to take place at the early voting locations.
3. The County will determine the number of election workers to hire to conduct early voting in the joint election. The Travis County Clerk will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the joint election. The training of these election workers is mandatory; these individuals will be compensated for their time in training. The County will provide a training facility for election classes to train election workers employed in conducting early voting, including early voting by personal appearance at main and temporary branch early voting polling places, early voting by mail, and other aspects of the early voting program for the joint election. The County will name early voting deputies and clerks employed to conduct early voting.
4. The County will provide and deliver all supplies and equipment necessary to conduct early voting for the joint election, including ballots, election forms, any necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The County will designate and confirm all early voting polling place locations.
5. The County will be responsible for preparing and transporting the electronic voting equipment necessary to conduct early voting. The County will

perform all tests of voting equipment as required, including posting notice of equipment testing.

6. Under Election Code sections 66.058 and 271.010, the Participating Entities appoint the Travis County Clerk as the joint custodian of records for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes for the preservation period that the Election Code requires.
7. The County will receive ballot language in both English and Spanish from each Participating Entity and format the ballots as needed to include these languages. The County will provide each Participating Entity with a final proof of ballot language for approval before printing the ballots. Upon final proof approval, ballots will be printed in an expedited timeframe so as to allow ballot allocations for the ballot mail outs for the Early Voting by Mail Program.
8. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters will be used for early voting. A single, combined ballot and any number of ballot boxes required for each election site, as determined by the County, will be used. The County will use an electronic voting system, as defined and described in Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.
9. The County will be responsible for facilitating the appointment and operation of the Early Voting Ballot Board. The County will designate a person to serve as the presiding judge for the Early Voting Ballot Board and will provide that information to the governing body of each Participating Entity for entry of an order by that authority appointing this official. The presiding judge for the Early Voting Ballot Board is eligible to serve in this capacity. The presiding judge for the Early Voting Ballot Board will appoint two or more election clerks, and the judge and clerks will comprise the Early Voting Ballot Board and will count and return early voting ballots and perform other duties the Election Code requires of it. This provision applies only in elections that are also countywide elections. In elections that are not also countywide elections, the Participating Entity will be responsible in making the presiding judge and the alternate presiding judge appointment. The Participating Entity will be responsible for these appointments unless the Participating Entity expressly grants to the County that authority. If the Participating Entity does not make the appointments within 45 days of the election, then the County will make those appointments.
10. The County will be responsible for facilitating the appointment and operation of the Signature Verification Committee, if needed. The early voting clerk will issue a written order creating the committee if the early voting clerk determines that a signature verification committee should be appointed or if the clerk receives a petition signed by at least 15 registered voters for the creation of the committee. The early voting clerk will determine the number

of members on the committee, providing for a minimum of five (the committee chair and four members), and they will comprise the Signature Verification Committee. The Signature Verification Committee will meet prior to election day to compare signatures on the applications for ballot by mail to the corresponding carrier envelopes and perform other duties the Election Code requires of it. This provision applies only in elections that are also countywide elections.

In elections that are not also countywide elections, the Participating Entity will be responsible in making these appointments. Not later than the fifth day after the date the early voting clerk issues the order calling for the appointment of a signature verification committee, or not later than October 15 for a committee required on the written request by at least 15 registered voters of the county in the general election for state and county officers, the Participating Entity will be responsible for appointing the members unless the Participating Entity expressly grants to the County that authority. If the Participating Entity does not appoint the members of the Committee by the above deadline, then the County will make those appointments.

B. Participating Entities' Responsibilities

1. Each Participating Entity will appoint a qualified person to serve as the regular early voting clerk for the Participating Entity. The regular early voting clerk for each respective Participating Entity will receive requests for applications for early voting ballots to be voted by mail and will forward in a timely manner, as prescribed by law, any and all applications for early voting ballots to be voted by mail, received in the Entity's office, to the Travis County Clerk.
2. Each Participating Entity will appoint a qualified person to act as custodian of records for the Participating Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.
3. Each Participating Entity will provide ballot language for the respective portion of the official ballot to the County in both English and Spanish. The Participating Entity must make any additions, modifications, deletions, or other changes to such ballot contents or language before the Participating Entity's final proof approval. The County will provide the Participating Entity with a final proof of ballot language, as it is to appear on the ballot, for final proof approval. Upon final proof approval, the ballot will be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations for the printed ballot mail outs for the Early Voting by Mail Program.

IV. Election Day

A. County Responsibilities

1. The County will designate and confirm all Election Day polling place locations for the joint election and will forward such information to the Participating Entities in a timely fashion to allow the governing body of the respective Participating Entities to enter orders designating such polling places.
2. The County will designate the presiding election judge and the alternate presiding election judge to administer the election in the precinct in which a common polling place is to be used and will forward such information to the Participating Entities to allow the governing bodies of the respective Participating Entities to enter appropriate orders designating such officials before the election. The presiding election judge and alternate presiding election judge must be qualified voters of the Travis County election precinct in which the joint election is held. The presiding election judge for the precinct in which a common polling place is used may appoint election clerks as necessary to assist the judge in conducting the election at the precinct polling place. The alternate presiding election judge may be appointed as a clerk. The alternate presiding election judge may serve as the presiding election judge for the precinct in the presiding election judge's absence. Election judges and clerks will be compensated at the rate established by the County. The Texas Election Code and other applicable laws will determine compensable hours.
3. One set of election officials will preside over the election in the precinct using a common polling place. There will be a single joint voter sign-in process consisting of a common list of registered voters and common signature rosters in the precinct using a common polling place. A single, combined ballot and any number of ballot boxes required for each election site, as determined by the County, will be used. The officer designated by law to be the custodian of the voted ballots for the County will be custodian of all materials used in common in the precinct using a common polling place. The County will use an electronic voting system, as defined and described by Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.
4. The County will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all judges and clerks. Training for election judges and alternate judges is mandatory, and these individuals will be compensated for their time in training.
5. The County will arrange for election-day voter registration precinct lists for the joint election. The County will determine the amount of election supplies needed for Election Day voting.
6. The County, by and through the County Clerk's Elections Division, and Administrative Operations, will be responsible for preparing and transporting voting equipment and election-day supplies for use on Election Day.

7. The County, by and through the County Voter Registrar, will provide the list of registered voters as needed in the overlapping jurisdictions identified in the attached exhibits, with designation of registered voters in each Participating Entity, for use at the joint election day polling place on Election Day.
8. The common polling place is designated as the polling place that the County uses. At the common polling place, any number of ballot boxes required for each election site, as determined by the County, will be used for depositing all ballots cast in the joint election. At this polling place, one voter registration list and one combination poll list and signature roster form will be kept for the joint election. The final returns for each Participating Entity and the County will be canvassed separately by each respective Participating Entity. The Travis County Clerk will maintain a return center on Election Day for the purpose of receiving returns from the County. The Travis County Clerk will provide unofficial election results to the qualified individual appointed by each Participating Entity.
9. On Election Day, the Travis County Clerk or the clerk's Elections Division will field all questions from election judges.
10. The County will make available translators capable of speaking English and Spanish to assist Spanish-speaking voters in understanding and participating in the election process in the territory covered by this agreement.

B. Participating Entities' Responsibilities

1. Before Election Day, each Participating Entity will answer questions from the public with respect to the Participating Entity's election during regular office hours of 8:00 a.m. – 5:00 p.m.
2. Each Participating Entity shall keep their office open for election duties for at least 3 hours per day, during regular office hours, on regular business days beginning no later than the 50th day before the date of each general election or by the 3rd day after the date a special election is ordered and ending no earlier than the 40th day after election day.
3. The custodian of records for each Participating Entity will receive returns from the Travis County Clerk on Election Day.

V. Election Night

A. County Responsibilities

1. The County will be responsible for all activities on election night, including setting up a central counting station, coordinating and supervising the results tabulation, coordinating and supervising the physical layout of the support stations that are the joint election's receiving substations, and coordinating and managing election media coverage.
2. The County is responsible for coordinating the transport of voted ballot boxes to the central counting station.
3. The County will appoint the presiding judge and alternate presiding judge of the central counting station to maintain order at the central counting station, to administer oaths as necessary, to receive sealed ballot boxes, and to perform such other duties that the Texas Election Code requires, and will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election. The presiding judge of the central counting station may appoint clerks to serve at the central counting station. In addition, the County will appoint a tabulation supervisor to be in charge of operating the automatic tabulating equipment at the central counting station; an individual to serve as central counting station manager; and an assistant counting station manager to be in charge of administering the central counting station and generally supervising the personnel working at the central counting station. The County will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election. This provision applies only in elections that are also countywide elections.

In elections that are not also countywide elections, the Participating Entity will be responsible in making these appointments. The Participating Entity will be responsible for all appointments unless the Participating Entity expressly grants to the County that authority. If the Participating Entity does not make the appointments within 45 days of the election, then the County will make those appointments.

4. The County will provide the Participating Entities with reasonable space in a public area adjacent to the central counting station at which each Participating Entity may have representatives or other interested persons present during the counting process.

B. Participating Entities' Responsibilities

Other than receiving returns from the Travis County Clerk, the Participating Entities have no role or responsibility on the night of the election.

VI. County Resources

- A. The County will provide the Elections Division permanent staff and offices to administer the joint election, under the Travis County Clerk's direction.
- B. For early voting, the County will provide a locked and secure area in which voted ballot boxes will be stored until the Early Voting Ballot Board convenes. The County, by and through Administrative Operations, will be responsible for transporting the ballot boxes to the central counting station for the Early Voting Ballot Board.
- C. The County will be responsible for providing and maintaining voting equipment and testing any voting equipment as required by the Texas Election Code.
- D. The County will process the payroll for all temporary staff hired to conduct the joint election. The payroll processing includes statutory reporting and providing W-2 forms where applicable.
- E. The County will conduct early voting as indicated in this agreement.

VII. Joint Election Costs; Payment

- A. Concurrently with its submittal of an executed copy of this agreement each Participating Entity must also submit payment via check or ACH, in the amount equal to the deposit identified for that Participating Entity in the Cost Estimate attached as Exhibit B, which is also incorporated into this agreement. The County is under no obligation to conduct a Participating Entity's elections until the County receives that Participating Entity's payment of Cost Estimate. All checks must be made payable to Travis County. This deposit represents approximately 60% of the costs of the Participating Entity's share of the estimated election costs, or \$100, whichever amount is greater. The County will submit an invoice to each Participating Entity for the balance of the Participating Entity's actual joint election expenses upon the election's completion. Joint-election expenses include expenses for facilities, personnel, supplies, and training that the County actually incurs for establishing and operating all early voting and election-day activities at the polling place in the joint election territory as well as activities related to tabulating votes, all as reflected on the Cost Estimate. Each Participating Entity will pay the total amount of its invoice no later than 30 days of receiving it.
- B. In the event of a recount, the expense of the recount will be borne by the Participating Entity involved in the recount on a pro-rata basis.
- C. In the event a Participating Entity cancels its respective election because of unopposed candidates under Texas Election Code Title 1, the Participating Entity will be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to the cancelling entity based on the formula in the Cost Estimate, adjusted for the actual expenses incurred by the County through the date of the cancellation. If a Participating Entity cancels its election, the County will recalculate the allocation percentages among the remaining Participating Entities according to the formula used in the Cost Estimate.

- D. In the event there are any expenses associated with processing a ballot arising from a write-in candidate, the Participating Entity that received the declaration will bear the expenses.
- E. If the Participating Entity desires to establish an early voting polling place, other than those sites the Election Officer has already selected, the Participating Entity must submit the request to the Election Officer no later than 60 days before the election. The Election Officer will work with the Participating Entity to explore whether adding the location is appropriate for that election. Notwithstanding any provision to the contrary, the Election Officer has sole discretion to determine whether to provide any additional early voting sites requested by the Participating Entity.

If the Election Officer agrees that adding a proposed location is appropriate for that election, the Election Officer will thereafter provide a written estimate to the Participating Entity that sets forth the estimated cost for providing the additional early voting location(s) and the deadline by which the cost estimate must be paid, as set forth in Exhibit B. The Participating Entity will be responsible for the full cost of the additional site(s) that is being requested. If after receiving the cost estimate, the Participating Entity desires to move forward with having the additional early voting location(s), the Participating Entity will notify the Election Officer and include payment of the cost estimate with the Participating Entity's notice to the Election Officer no later than the deadline specified in the Election Officer's cost estimate.

VIII. General Provisions

A. Legal Notices

Each of the Participating Entities will be individually responsible for preparing the election orders, resolutions, notices, and other pertinent documents for adoption or execution by its own respective governing board and for all related expenses. The Travis County Clerk will provide each Participating Entity information on changes affecting the Participating Entity's election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to the clerk's office. Each of the Participating Entities will be individually responsible for posting or publishing election notices and for all related expenses. Each of the Participating Entities further will be individually responsible for election expenses incurred in relation to any polling place that is not a common polling place as designated in this agreement.

B. Communication

Throughout this agreement's term, the Travis County Clerk or the clerk's employee will meet as necessary with the designated representative of each Participating Entity to discuss and resolve any problems that might arise regarding the joint election.

C. Custodian

The Travis County Clerk will serve as the custodian of the keys to the ballot boxes for voted ballots in the joint election.

D. Effective Date

This agreement takes effect upon its complete execution by all Participating Entities and the County. The obligation of each Participating Entity to the County under this agreement will not end until that Participating Entity pays the County its share of the joint election costs.

IX. Miscellaneous Provisions

A. Amendment/Modification of Exhibits A and B

1. The Participating Entities acknowledge and agree that Exhibit A and Exhibit B may be amended to add or remove entities wishing to participate or cease participating in the agreement. The Participating Entities agree to future amendments of Exhibit A and Exhibit B and authorize the County to enter into such amendments without the Participating Entities' having to sign the future amendments. The County agrees to notify all Participating Entities of any amendments to Exhibit A and Exhibit B.
2. Except as otherwise provided, this Agreement may not be amended in any respect whatsoever except by a further agreement in writing, duly executed by the parties to this agreement. No official, representative, agent, or employee of the County has any authority to modify this Agreement except by express authorization from the Travis County Commissioners Court. No official, representative, agent, or employee of any Participating Entity has any authority to modify this agreement except by express authorization from the governing body of the respective Participating Entity. The Travis County Clerk may propose necessary amendments to this agreement in writing in order to conduct the joint election smoothly and efficiently, except that any such proposed amendment must be approved by the Travis County Commissioners Court and the governing body of each respective Participating Entity before the amendment will be effective.

B. Notice

Any notice to be given in this agreement, by any party to the other, must be in writing and delivered personally or by certified mail, return receipt requested, to the proper party at the addresses listed in Exhibit A.

Each party may change the address for notice to it by giving notice of the change under this section's terms.

C. Force Majeure

In the event that the County cannot perform any of its obligations in this agreement or is interrupted or delayed by any occurrence not occasioned by its own conduct, whether it be an act of God, the result of war, riot, civil commotion, sovereign conduct, epidemic, pandemic, or other event declared a disaster (including a disaster declared by the County Judge), or like reason, then the County will be excused from performing for such period of time as is reasonably necessary after such occurrence to remedy its effects.

D. Venue and Choice of Law

The Participating Entities agree that venue for any dispute arising under this agreement will lie in the appropriate courts of Austin, Travis County, Texas. This agreement is governed by and is to be construed under the laws of Texas and the United States of America.

E. Entire Agreement

This agreement contains the parties' entire agreement relating to the rights granted and the obligations assumed in it, and it supersedes all prior agreements, including prior election services contracts relating to each Participating Entity's November 4, 2025 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this agreement are of no force or effect. Any oral representations or modifications concerning this agreement have no force or effect, except a subsequent amendment in writing as this agreement provides.

F. Severability

If any provision of this agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect the agreement's remaining provisions; and its parties will perform their obligations under the agreement's surviving terms and provisions.

G. Breach

In the event that any Participating Entity or the County breaches any of its obligations under this agreement, the non-breaching party will be entitled to pursue any and all rights and remedies allowed by law.

H. Payments from Current Revenues

Payments made by the Participating Entities in meeting their obligations under this agreement will be made from current revenue funds available to the governing body of the respective Participating Entity. Payments made by the County in meeting its obligations under this agreement will be made from current revenue funds available to the County.

I. Other Instruments

The Participating Entities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out this agreement's purposes.

J. Third-Party Beneficiaries

Except as otherwise provided in this agreement, nothing in this agreement, expressed or implied, is intended to confer upon any person, other than the parties to it, any of its benefits, rights, or remedies.

K. Other Joint Election Agreements

The County and the Participating Entities expressly understand and acknowledge that each may enter into other joint election agreements with other political subdivisions, to be held on Election Day and at common polling places covered by this agreement, and that the addition of other political subdivisions as parties to this agreement will require amending Exhibits A and B.

L. Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Texas Civil Practice and Remedies Code section 154.023. Unless both parties are satisfied with the mediation's result, the mediation will not constitute a final and binding resolution to the dispute. All communications within the scope of the mediation will remain confidential as described in section 154.073, unless both parties agree, in writing, to waive the confidentiality. Despite this, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act. Notwithstanding any provision to the contrary, nothing in this Agreement requires the County or a Participating Entity to waive any applicable exceptions to disclosure under the Texas Public Information Act.

M. Counterparts

This Agreement may be executed in multiple counterparts, all of which will be deemed originals and with the same effect as if all parties to it had signed the same document. Signatures transmitted electronically by e-mail in a "PDF" format or by DocuSign or similar e-signature service shall have the same force and effect as original signatures. All of such counterparts will be construed together and will constitute one and the same agreement.

TRAVIS COUNTY

BY: _____
Andy Brown
County Judge

Date: _____
Dyana Limon-Mercado
County Clerk

PARTICIPATING ENTITIES

Name of Participating Entity	<u>Lago Vista, Texas</u>
Address	<u>PO Box 4727</u>
	<u>Lago Vista, Texas 78645</u>
Name of Authorized Signatory	<u>Mayor Kevin Sullivan</u>
Signature	<u></u>
Date signed	<u></u>
E-mail address	<u>citysecretary@lagovistatexas.gov</u>

EXHIBIT A *[this list needs to be updated]*

Municipalities

School Districts

MUDs

ESDs

EXHIBIT B
COST ESTIMATE

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND LAGO VISTA

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code and Chapter 791 of the Texas Government Code, Travis County (the “County”) and LAGO VISTA (“Participating Entity”) enter into this agreement (this “Agreement”) for the Travis County Clerk, as the County’s election officer (the “Election Officer”), to conduct the Participating Entity’s elections, including runoffs, and for the Participating Entity’s use of the County’s current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Texas Election Code, for all Participating Entity elections. The purpose of this Agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

Section 1. GENERAL PROVISIONS

- (A) Except as otherwise provided in this Agreement, the term “election” refers to any Participating Entity election, occurring on any uniform election date prescribed by the Texas Election Code or a primary election date, along with any resulting runoff, if necessary, within all Participating Entity’s territory located in Travis County. If a runoff is necessary, to the extent the date is not already set by statute, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date. In the event that the Participating Entity and the Election Officer do not agree on a run-off date, the Participating Entity agrees to the run-off date selected by the Election Officer.
- (B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in Section 1(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible thereafter to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer the election, the new election will be based on all other applicable provisions of this Agreement except provisions that are inconsistent and cannot be feasibly applied.
- (C) Except as otherwise provided in this Agreement:
 - (1) The term “Election Officer” refers to the Travis County Clerk;
 - (2) The term “precinct” means all voter registration precincts in the territory of the Participating Entity located within Travis County;
 - (3) The term “election services” refers to services used to perform or supervise any or all of the duties and functions that the Election Officer determines necessary for the conduct of an election; and

- (4) The term “cost for election services” includes the costs for personnel, supplies, materials, or services needed for providing these services and an administrative fee as permitted by the Texas Election Code but does not refer to costs relating to the use of the voting equipment.
- (D) Except as otherwise provided in this Agreement, the cost for “use of voting equipment” for a particular election is the amount the County will charge the Participating Entity for use of the County’s voting equipment in use at the time of that election.
- (E) The Participating Entity agrees to commit the funds necessary to pay for all election-related expenses for Participating Entity elections in accordance with this Agreement.
- (F) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in Section 1(A).
- (G) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code, and the Participating Entity agrees to enter into any joint election agreement required by the County.

SECTION 2. PARTICIPATING ENTITY’S USE OF VOTING EQUIPMENT; DUTIES OF THE ELECTION OFFICER AND OF THE PARTICIPATING ENTITY

The County shall make available to the Participating Entity the County’s current voting system and any future-acquired voting system as authorized under Title 8 of the Texas Election Code, subject to restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, special elections, and subsequent runoff elections, if applicable. The Election Officer may also impose restrictions and conditions to protect the equipment from misuse or damage.

SECTION 3. APPOINTMENT OF ELECTION OFFICER

- (A) The Travis County Election Officer (“Election Officer”) is appointed to serve as the Participating Entity’s Election Officer and Early Voting Clerk to conduct the Participating Entity’s elections described in Section 1.
- (B) As the Participating Entity’s Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable laws, subject to Section 3(C) below.

- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (6) below and any other election duties, such as receipt of candidate applications, that are not allowed to be delegated to another governmental entity:
- (1) Preparing, adopting, and publishing all required election orders, including orders for appointment of central counting station personnel, early voting ballot board personnel, and signature verification personnel in elections where needed, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election, except that:
 - a. The Election Officer does not provide newspaper notices on behalf of the Participating Entity with respect to a specific election.
 - b. With respect to each debt obligation election the Election Officer conducts for the Participating Entity pursuant to this Agreement:
 - i. The Election Officer, after receiving from the Participating Entity a copy of the debt obligation election order, shall post the notice required by and in accordance with Texas Election Code Section 4.003(f)(1) on election day and during early voting by personal appearance, in a prominent location at each polling place;
 - ii. The Election Officer shall provide written confirmation to the Participating Entity that the debt obligation election order was posted in accordance with Texas Election Code Section 4.003(f)(1); and
 - iii. The Participating Entity shall pay any applicable expenses incurred by the Election Officer that directly relates to the posting required by Texas Election Code Section 4.003(f)(1).
 - (2) Preparing the text for the Participating Entity's official ballot in English and Spanish and any other languages as required by law;
 - (3) Providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
 - (4) Conducting the official canvass of a Participating Entity election;
 - (5) Administering the Participating Entity's duties under state and local campaign finance laws;
 - (6) Filing the Participating Entity's annual voting system report to the Secretary of State as required under Texas Election Code Chapter 123.

- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language, including any required language translations, and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity may also monitor and review all logic and accuracy testing and mandatory tabulations. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached. The Participating Entity shall be responsible for any and all actual costs associated with correcting the ballot and ballot programming if the error is discovered after the Participating Entity has signed off on its final proof containing the error.
- (E) [The Lago Vista City Secretary](#) will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. [The Lago Vista City Secretary](#) will serve as the Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots and forward these applications to the Joint Early Voting Clerk. [The Lago Vista City Secretary](#) will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Texas Election Code that the Election Officer will not perform.

SECTION 4. ELECTION WORKERS AND POLLING PLACES

- (A) For presentation to the governing body of the Participating Entity, the County shall provide a list containing the locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85.
- (B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.
- (C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of Election Day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.

- (D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election services costs.
- (E) During any election and any subsequent runoff election that involves entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places. If agreement cannot be reached, the Election Officer will resolve the differences. In all cases, the Election Officer has sole discretion to determine whether polling place changes are necessary.

SECTION 5. PAYMENTS FOR ELECTION SERVICES

- (A) Costs and payments for the use of voting equipment are addressed separately in Section 6 of this Agreement.
- (B) Requests for Election Services. For each election the Participating Entity desires the Election Officer to conduct, the Participating Entity must submit a written request to the Election Officer that describes the general nature of the election and specifies the date of the election.
- (C) Cancellations. On or before 11:59 p.m. on the 68th day before an election for which the Participating Entity has requested election services, the Participating Entity shall notify the Election Officer as to whether the Participating Entity anticipates the cancellation of its election, and on or before 11:59 p.m. on the 60th day before the election the Participating Entity shall notify the Election Officer as to whether the Participating Entity will cancel that election. If the Election Officer receives written notice from the Participating Entity on or before 11:59 p.m. of the 60th day before an election that the Participating Entity's election will be cancelled in accordance with Subchapters C and D of Texas Election Code Chapter 2, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$100.
- (D) Notice, Cost Estimate, Initial Invoicing, and Initial Payment.
 - (1) Notwithstanding the provisions in Section 9(B), the County and the Participating Entity agree that notice under Section 5 can be provided via email. The following email address will be used for email communications to or from the County pursuant to Section 5: elections@traviscountytexas.gov, with a copy to ElectionEntities@traviscountytexas.gov. The Participating Entity has designated [the Lago Vista City Secretary](#) as the Participating Entity's representative for sending and receiving email communications under

Section 5, and the Participating Entity designates the following email address as the Participating Entity's email address for sending and receiving email communications pursuant to Section 5: citysecretry@lagovistatexas.gov.

- (2) Initial Cost Estimate. On or before the 60th day before an election for which the Participating Entity has requested election services, the Election Officer will mail and/or email the Participating Entity a cost estimate for conducting the election. The cost estimate will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's election, excluding the costs of voting equipment. In the event of a joint election, the cost estimate will reflect that election costs will be divided on a pro rata basis among all entities involved in the election in the manner set forth in this Section 5. The proportional cost for the Election Officer to conduct each participating entity's election will be calculated by dividing the number of registered voters in the territorial jurisdiction of each participating entity by the total number of registered voters for all of the participating entities involved in the joint election and multiplying that quotient by the total cost of the election. The product of these numbers is the pro rata cost share for each participating entity. The Participating Entity acknowledges and understands that if any other participating entity listed in the cost estimate cancels its election, each remaining participating entity's pro rata cost (including the Participating Entity's pro rata cost share) will result in a proportionate cost increase.
- (3) Initial Invoice and Initial Payment. Along with the initial cost estimate, the Election Officer will also include an initial invoice for the Participating Entity to pay 60% of the initial cost estimate. The Participating Entity must pay the County the amount specified in each invoice no later than 30 days after the Participating Entity's receipt of the invoice.
- (4) Runoff Elections. For each runoff election the Participating Entity has requested that the Election Officer conduct, the Participating Entity must make a payment equal to 60% of the projected costs for the runoff election no later than three business days after receiving that cost estimate from the Election Officer. The projected share of election costs will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's runoff election, excluding the costs of voting equipment.
- (5) Each party may change its respective email addresses for email communications under this Section 5, without the need to amend this

Agreement, by sending notice to the other party in accordance with Section 9(B).

- (F) Final Accounting and Final Invoice. The County will send the Participating Entity a final invoice of election expenses not later than 90 days after an election unless the Election Officer notifies the Participating Entity during that 90-day period following the election that the Election Officer requires additional time to send a final invoice to the Participating Entity. The final invoice will include a listing of additional costs incurred at the Participating Entity's behalf and specify the total payment due from the Participating Entity for any unpaid portion of the Participating Entity's costs.
- (1) Within 30 days after receipt of an election cost invoice setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the balance due on each final invoice no later than 30 days after the Participating Entity's receipt of that invoice.
 - (2) A refund may be due from the County to the Participating Entity if the final costs are lower than the amount already paid by the Participating Entity or if, at the end of the calendar year, the County Auditor's Office makes adjustments to the election workers' payroll and the amount already paid by the Participating Entity for election worker payroll costs exceeds the payroll amounts calculated by the County Auditor's Office.
- (G) The Participating Entity shall promptly review an election invoice and any supporting documentation when received from the County. The Participating Entity may audit, during the County's normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice. Failure by the Participating Entity to timely pay an invoice in full may impact the Election Officer's participation in future elections with the Participating Entity.

SECTION 6. PAYMENTS FOR USE OF VOTING EQUIPMENT

- (A) The Election Officer shall conduct elections using a voting system certified by the Secretary of State in accordance with the Texas Election Code and that has been approved for use by the Travis County Commissioners Court unless otherwise agreed upon by the Participating Entity, the Travis County Clerk, and the Travis County Commissioners Court.

- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's voting equipment.
 - (1) For each election the Election Officer conducts for the Participating Entity after January 1, 2025, through January 1, 2026, the Participating Entity shall pay (a) the sum of 4% of the cost of the electronic voting system equipment installed at a polling place and 4% for each unit of other electronic equipment used by the Travis County Clerk's Office to conduct the election or provide election services, if the sum is greater than \$100.00, and (b) \$100.00 if the sum described in (a) is \$100.00 or less.
 - (2) In this Agreement "other electronic equipment" includes ballot marking devices, ballot scanners, ballot printers, ballot tabulators, electronic pollbooks, and ballot programming software.
- (C) Payment by the Participating Entity to the County for voting equipment is due no later than 30 days after the Participating Entity's receipt of an invoice from the County.
- (D) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this Agreement, the charge for the use of the equipment may be renegotiated.

SECTION 7. ADDITIONAL EARLY VOTING LOCATIONS

- (A) All of the Participating Entity's voters within Travis County will have access to all the Travis County Early Voting sites in each election at no additional cost.
- (B) If the Participating Entity desires to have one or more early voting sites that are in addition to those sites the Election Officer has already selected for a specific election, the Participating Entity must submit the request to the Election Officer no later than 60 days before the election. The Election Officer will work with the Participating Entity to explore whether adding the location is appropriate for that election. Notwithstanding any provision to the contrary, the Election Officer has sole discretion to determine whether to provide any additional early voting sites requested by the Participating Entity.
- (C) If the Election Officer agrees that adding a proposed location is appropriate for that election, the Election Officer will thereafter provide a written estimate to the Participating Entity that sets forth the estimated cost for providing the additional early voting location(s) and the deadline by which the cost estimate must be paid. The Participating Entity will be responsible for the full cost of the additional site(s) that is being requested. If after receiving the cost estimate, the Participating Entity desires to move forward with having the additional early voting location(s), the

Participating Entity will notify the Election Officer and include payment of the cost estimate with the Participating Entity's notice to the Election Officer no later than the deadline specified in the Election Officer's cost estimate.

SECTION 8. COMMUNICATIONS

- (A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this Agreement and provide the name and contact information for that individual to the other party. Each party may change their designated staff members by sending notice to the other party without the further need to amend this Agreement.
- (B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications on issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this Agreement and, when necessary, the County Clerk, Elections Division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.
- (C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity designates [the Lago Vista City Secretary](#) to serve as the main point of contact for media inquiries related to the content of the Participating Entity's ballot or candidates.

SECTION 9. MISCELLANEOUS PROVISIONS

- (A) Amendment/Modification. Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing and duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Dyana Limon-Mercado, Travis County Clerk (or her successor), may propose necessary amendments or modifications to this Agreement in writing in order to conduct a joint election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.
- (B) Notice. Unless otherwise provided herein, any notice to be given hereunder by any party to the other shall be in writing and may be affected by personal delivery, by

certified mail, or by common carrier. Notice to a party shall be addressed as follows:

Lago Vista City Hall
Robin Smith, City Secretary
PO Box 4727
Lago Vista, Texas 78645

TRAVIS COUNTY
Honorable Dyana Limon-Mercado, Travis County Clerk (or her successor)
1000 Guadalupe Street, Room 222
Austin, Texas 78701

Cc: Honorable Delia Garza, Travis County Attorney (or her successor)
314 West 11th Street, 5th Floor
Austin, Texas 78701

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section. When notices by email are permitted by this Agreement, (1) the notice is deemed effective upon the day it is sent if the email is received before 5:00 p.m. on a business day; (2) the notice is deemed effective on the first business day after the email was received if the email was received after 5:00 p.m. on a business day or anytime on a Saturday or Sunday. In this Agreement, "business day" means any weekday that is not a holiday designated by the Travis County Commissioners Court.

- (C) Force Majeure. In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party hereto or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
- (D) Venue and Choice of Law. The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

- (E) Entire Agreement. This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and also supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force or effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.
- (F) Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement. Parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.
- (G) Breach. In the event that Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.
- (H) Payments from Current Revenues. Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current budget or revenue available to the County.
- (I) Other Instruments. The County and the Participating Entity agree that they will execute other and further instruments, or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- (J) Third Party Beneficiaries. Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.
- (K) Joint Election Agreements. The County and the Participating Entity expressly understand and acknowledge that each may enter into other joint election agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.
- (L) Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon

mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.053 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term “confidential” as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

- (M) Addresses for Payments. Payments made to the County, or the Participating Entity under this Agreement shall be addressed to following respective addresses:

Travis County Clerk – Elections Division
P.O. Box 149325
Austin, Texas 78714

City of Lago Vista
City Secretary
PO Box 4727
Lago Vista, Texas 78645

- (N) Effective Date. This Agreement is effective upon execution by both parties and remains in effect until either party terminates this agreement for any reason upon providing 60 days written notice to the other party.
- (O) Reference of Time. All times referenced in this Agreement are to Central Time, and in all instances, the time-stamp clock used by the Travis County Clerk’s Office at 5501 Airport Boulevard in Austin, Texas is the official clock for determining the correct time.
- (P) Signatures. The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, and this Agreement takes effect on the date it is fully executed by the Participation Entity, the Travis County Judge (on behalf of the Travis County Commissioners Court), and the Travis County Clerk.

[Signatures on following page]

CITY OF LAGO VISTA

BY: _____
Kevin Sullivan,
Mayor

DATE: _____

TRAVIS COUNTY

BY: _____
Dyana Limon-Mercado (or her successor)
County Clerk

DATE: _____

Election Services Agreement



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	August 7, 2025
SUBMITTED BY:	Gary Bosherars, Police Department
SUBJECT:	Discussion, consideration, and possible action to approve Resolution 25-2143 authorizing the disposition of surplus property from the Police Department.
BACKGROUND:	During the last several years, the Police Department has replaced multiple pieces of outdated equipment including replacements of radios, Taser less-lethal weapons, body cameras, computers, printers, and other items. The items that were replaced are outdated, obsolete, and no longer useful to the department. In many cases, the items are not functional. The Police Department is seeking authorization to dispose of this property as it takes up significant space to retain and no longer has useful applications. In addition to the Police department surplus, staff has added a piece of furniture from city hall that is broken and past its useful life.
FINDINGS:	Once authorized, we will seek to dispose of this property by auction or sale to other law enforcement agencies. As most of this property is obsolete and not functional, this may not be practical with a substantial portion of the equipment. In these cases, the property will be disposed of via other means in compliance with standard procedures for disposition of law enforcement equipment.
FINANCIAL IMPACT:	No significant fiscal impact. Perhaps a small amount of money received from the sale of any items that are able to be sold.
RECOMMENDATION:	Approve Resolution 25-2143, authorizing the disposition of surplus property.
ATTACHMENTS:	Exhibit A - Police Surplus.pdf RES 25-2144_PD_Surplus_Property

EXHIBIT A

ITEM	CONDITION	BRAND	MODEL NUMBER	SERIAL NUMBER
RADIO HAND HELD	JUNK / OBSOLETE	HARRIS		A4011800053C
RADIO HAND HELD	JUNK / OBSOLETE	HARRIS		A40118000679
RADIO HAND HELD	JUNK / OBSOLETE	HARRIS		A40118000539
RADIO HAND HELD	JUNK / OBSOLETE	HARRIS		A4011800067D
RADIO HAND HELD	JUNK / OBSOLETE	HARRIS		A40118000674
RADIO HAND HELD	JUNK / OBSOLETE	HARRIS		A4011800053B
RADIO HAND HELD	JUNK / OBSOLETE	HARRIS		A401180005C0
RADIO HAND HELD	JUNK / OBSOLETE	HARRIS		A401180005C9
RADIO HAND HELD	JUNK / OBSOLETE	HARRIS		A40118005C3
RADIO HAND HELD	JUNK / OBSOLETE	HARRIS		A4D118000561
RADIO HAND HELD	JUNK / OBSOLETE	HARRIS		A401180005EE
RADIO HAND HELD	JUNK / OBSOLETE	HARRIS		A40118000638
RADIO HAND HELD	JUNK / OBSOLETE	HARRIS		A40118000636
RADIO HAND HELD	JUNK / OBSOLETE	HARRIS		A40118000635
RADIO HAND HELD	JUNK / OBSOLETE	HARRIS		A4011800064F
RADIO HAND HELD	JUNK / OBSOLETE	HARRIS		A40118000650
RADIO HAND HELD	JUNK / OBSOLETE	HARRIS		A4011800064E
RADIO HAND HELD	JUNK / OBSOLETE	HARRIS		A40118000630
RADIO HAND HELD	JUNK / OBSOLETE	HARRIS		A4011800063B
RADIO HAND HELD	JUNK / OBSOLETE	HARRIS		A40118000655
RADIO HAND HELD	JUNK / OBSOLETE	HARRIS	P5350	A40118000A38
RADIO HAND HELD	JUNK / OBSOLETE	HARRIS	P5350	A40118000B2F
RADIO CONTROL HEAD	JUNK / OBSOLETE	HARRIS	CU23218-0002	98013175
RADIO CONTROL HEAD MICROPHONE	JUNK / OBSOLETE	HARRIS	REV-1009	MC-101616-041
RADIO CONTROL HEAD POWER SUPPLY	JUNK / OBSOLETE	HARRIS	MWSS-10	2011010354LSN
RADIO - MOBILE	JUNK / OBSOLETE	HARRIS	M5300	A40118000539
RADIO - MOBILE	JUNK / OBSOLETE	HARRIS	M5300	A40118000674
RADIO - MOBILE	JUNK / OBSOLETE	HARRIS	M5300	A4011800679
RADIO - MOBILE	JUNK / OBSOLETE	HARRIS	M5300	A4011800053C
RADIO - MOBILE	JUNK / OBSOLETE	HARRIS	M5300	A4011800053B

RADIO - MOBILE	JUNK / OBSOLETE	HARRIS	M5300	A401180005C0
RADIO - MOBILE	JUNK / OBSOLETE	HARRIS	M5300	A40118005C9
RADIO - MOBILE	JUNK / OBSOLETE	HARRIS	M5300	A401180005C3
RADIO - MOBILE	JUNK / OBSOLETE	HARRIS	M5300	A40118000561
RADIO - MOBILE	JUNK / OBSOLETE	HARRIS	M5300	A401180005EE
RADIO - MOBILE	JUNK / OBSOLETE	HARRIS	M5300	A40118000638
RADIO - MOBILE	JUNK / OBSOLETE	HARRIS	M5300	A40118000636
RADIO - MOBILE	JUNK / OBSOLETE	HARRIS	M5300	A40118000635
RADIO - MOBILE	JUNK / OBSOLETE	HARRIS	M5300	A4011800064F
RADIO - MOBILE	JUNK / OBSOLETE	HARRIS	M5300	A40118000650
RADIO - MOBILE	JUNK / OBSOLETE	HARRIS	M5300	A4011800067D
RADIO - MOBILE	JUNK / OBSOLETE	HARRIS	M5300	A40118000B2F
RADIO - MOBILE	JUNK / OBSOLETE	HARRIS	M5300	A4011D182350
RADIO-MOBILE	JUNK / OBSOLETE	HARRIS	M5300	A4011D178446
TASER	DOES NOT WORK	AXON	X26	X00-607732
TASER	DOES NOT WORK	AXON	X26	X00-552401
TASER	DOES NOT WORK	AXON	X26	X00-606789
TASER	DOES NOT WORK	AXON	X26	X00-606789
TASER	DOES NOT WORK	AXON	X26	X12-008D8M
TASER	DOES NOT WORK	AXON	X26	X12-008DXY
TASER	DOES NOT WORK	AXON	X26	X12-008DXE
TASER	DOES NOT WORK	AXON	X26	X12-008D7E
TASER	DOES NOT WORK	AXON	X26	X12-008D6E
TASER	DOES NOT WORK	AXON	X26	X12-008D6E
TASER	DOES NOT WORK	AXON	X26	X12-008D67
TASER	DOES NOT WORK	AXON	X26	X12-008D7P
TASER	DOES NOT WORK	AXON	X26	X12-008DXT
TASER	DOES NOT WORK	AXON	X26	X12-008DXC
TASER	DOES NOT WORK	AXON	X26	X12-008D88
HC3 NODE	DOES NOT WORK	Cale Computing		
12 x Laptop Computers	DO NOT WORK	Panasonic	Toughbook	
5 x File Cabinets	NOT BEING USED			
16 x Safe Fleet Body Cameras	OBSOLETE / DO NOT WORK	Safe Fleet		

5 x Assorted Printers
9 x Assorted Computer Keyboards
11 x Wireless Hotspots
4 x Police Vehicle Dividers

DO NOT WORK
BROKEN / DO NOT WORK
DO NOT WORK Franklin
WILL ONLY FIT OLDER MODEL VEHICLES / NOT BEING USED

City Hall Surplus
CRADENZA

BROKEN & IN ROUGH SHAPE UNUSABLE

CITY OF LAGO VISTA, TEXAS

RESOLUTION NO. 25-2143

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 7th day of August 2025.

ATTEST:

Kevin Sullivan, Mayor

Susie Quinn, City Secretary

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

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 7, 2025

SUBMITTED BY: Councilor Saum, City Council

SUBJECT: Discussion, consideration, and possible action to approve a Resolution No. 25-2144 urging Travis County to avoid a property tax increase and instead pursue budget savings and state funding to support flood recovery.

BACKGROUND:

In the aftermath of the July 2025 flood disaster, Travis County has proposed a property tax rate increase for FY 2026 that would result in an estimated \$200.64 increase to the average homeowner's bill. This proposal takes advantage of a provision in Texas law allowing taxing entities to exceed the normal voter-approval rate in the year following a declared disaster.

The County has stated it intends to raise \$42 million in additional revenue for a "disaster response special reserve fund," even though its \$2.2 billion budget was already being finalized before the flood and includes numerous new expenditures unrelated to emergency recovery.

FINDINGS:

The City of Lago Vista supports responsible flood recovery but believes such efforts should begin by:

- Identifying and reducing discretionary spending in the existing FY 2026 County budget;
- Tapping existing reserve funds where appropriate;
- Proactively engaging at the Texas Capitol during the ongoing Special Session to advocate for state appropriations and other available disaster aid.

Raising property taxes should be a last resort, not a first option. This resolution urges the Travis County Commissioners Court to reject the proposed tax

increase and instead adopt a more fiscally conservative approach that protects local taxpayers while still addressing emergency needs.

FINANCIAL IMPACT: To Be Determined (TBD)

RECOMMENDATION: Approval of Resolution No. 25-2144 urging Travis County to avoid a property tax increase and instead pursue budget savings and state funding to support flood recovery.

ATTACHMENTS:
[RES NO 25-2144 - Travis County Tax Increase](#)

**CITY OF LAGO VISTA, TEXAS
RESOLUTION NO. 25-2144**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA,
TEXAS, URGING THE TRAVIS COUNTY COMMISSIONERS COURT TO
REFRAIN FROM RAISING PROPERTY TAXES ON LAGO VISTA
RESIDENTS FOR FLOOD RECOVERY AND TO INSTEAD PURSUE
IMMEDIATE BUDGETARY EFFICIENCIES AND STATE SUPPORT
DURING THE ONGOING LEGISLATIVE SPECIAL SESSION.**

WHEREAS, the City of Lago Vista recognizes the severe damage and tragic loss of life caused by the July 2025 flood disaster in Travis County, including significant impacts to roads, bridges, and infrastructure; and

WHEREAS, Travis County has proposed increasing its property tax rate for Fiscal Year 2026 in a manner that would result in an estimated \$200.64 increase to the average homeowner's tax bill, of which \$71.66 is directly attributed to disaster-related spending; and

WHEREAS, under Texas Tax Code §26.042, the Governor's disaster declaration enables the County to exceed the standard 3.5% voter approval tax cap without voter consent, allowing an effective tax increase of 9.12% to generate approximately \$42 million in one-time revenue; and

WHEREAS, the Travis County FY 2026 Preliminary Budget was nearly finalized before the flood occurred and includes more than \$2.2 billion in expenditures across all funds, including new staff, programs, and discretionary capital investments; and

WHEREAS, fiscal responsibility requires that all non-essential or deferrable expenditures be reevaluated before imposing new tax burdens on residents already impacted by economic uncertainty and rising property valuations; and

WHEREAS, the Texas Legislature is currently convened in Special Session to address flood response and disaster-related needs, presenting a timely and critical opportunity for county officials to seek immediate state assistance; and

WHEREAS, the City Council of Lago Vista believes that the most appropriate and effective way to fund disaster recovery is through a combination of:

- Strategic reductions or postponements in non-emergency spending;
- Prioritization of existing reserves and fund balances;

- Proactive pursuit of state and federal disaster recovery funds, including FEMA reimbursements and legislative appropriations.

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

1. The City of Lago Vista respectfully urges the Travis County Commissioners Court **not to adopt a property tax increase** beyond the standard voter approval rate in FY 2026 until all internal cost savings, program deferrals, and reserve reallocations have been fully considered.
2. The City further urges the Travis County Commissioners Court to **immediately advocate at the Texas Capitol** during the ongoing Special Legislative Session to secure direct state funding for flood recovery and infrastructure repairs.
3. The City recommends that Travis County identify and defer lower-priority spending in the proposed FY 2026 budget — including, but not limited to:
 - Non-emergency capital outlay projects,
 - Departmental expansions unrelated to disaster response,
 - Administrative program increases that could be phased in over time.
4. The City Secretary is directed to forward a copy of this Resolution to the Travis County Judge and each County Commissioner, as well as to state legislative representatives and relevant stakeholders in the Texas Capitol.

PASSED AND APPROVED this 7th day of August, 2025.

CITY OF LAGO VISTA, TEXAS

Kevin Sullivan, Mayor

ATTEST:

City Secretary

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



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 7, 2025

SUBMITTED BY: Eric DeLaCruz, Finance

SUBJECT: Discussion and possible action on Amendment No. 2 to the effluent ponds repair design project to include golf course irrigation design, or alternatively, direction on whether to proceed with the original golf course irrigation designer. Council to evaluate both proposals and determine which approach to move forward with.

FINANCIAL IMPACT: TBD

RECOMMENDATION: The City Council will consider approval of Amendment No. 2 to the effluent pond repair design, which aligns with the planned golf course irrigation project. Council will also discuss and potentially take action on the irrigation project itself, including whether to approve the amendment and authorize the City Manager to negotiate and approve a contract for the irrigation system design. This will involve evaluating proposals from both the current project engineer and the original irrigation designer to determine the preferred approach.

ATTACHMENTS:

[FNI-Hines -Lago Vista Effluent Pond Repairs - Amendment No. 2.pdf](#)
[Les Hill- Lago Vista proposal 8.1.25.pdf](#)

ATTACHMENT – A

CITY OF LAGO VISTA EFFLUENT POND #17 REPAIRS AND POND #2 DESIGN ADDITIONAL ENGINEERING SERVICES (“AMENDMENT NO. 2”) – DESIGN, PERMITTING, BIDDING AND CONSTRUCTION PHASE SERVICES

SCOPE OF SERVICES

PROJECT BACKGROUND

The City of Lago Vista (“City” or “the City”) contracted FNI to perform the Effluent Pond #17 Repairs and Pond #2 Design/Improvements (Project) on November 28, 2023. The City contracted FNI to perform additional tasks supplementary to the original contract (“Amendment No. 1”) on October 22, 2024.

On February 12, 2025, the City asked FNI to prepare a scope and fee proposal for irrigation design services to improve the City’s golf course irrigation system. During a follow-up meeting on February 19, 2025, the City expressed its need to renovate the design and integration of the Lago Vista Effluent Storage supervisory control and data acquisition (SCADA) system. The City of Lago Vista appointed an irrigation committee to investigate specific items needed to bring the system into operation. On May 5th, 2025, the committee was in agreement on the needed items and the information was forwarded via email. After additional coordination, a revised list of scope requirements was then sent to FNI and Hines, Inc. on July 28th, 2025.

The following summarizes the City’s request to be completed for Amendment No. 2 (supplementary to the original contract and Amendment No. 1).

1. Design irrigation system improvements for the Lago Vista Golf Course, referred to hereinafter as the “Lago Vista Golf Course Irrigation Renovation”. The scope of work includes the design of a new irrigation system, including pipelines, sprinkler heads, a new pump station/house and related equipment, which will be required for Pond #2 only. In addition to the design, the scope of this work will also include bid support, and construction phase support services. The Lago Vista Golf Course Irrigation Renovation work will be performed by Hines Inc. (HI) as a subconsultant to FNI.
2. Design a permanent power supply for the new irrigation pumps at Pond #2. The effluent storage system involves a series of pipelines, pumps and pump stations that convey flow between Pond #2, Pond #14, and Pond #17. In addition to the design, the scope of work will also include bid support and construction phase support services.

This document highlights the additional fee and scope of work (“Amendment No. 2”) for the Effluent Pond #17 Repairs Project. FNI shall render the following professional services, in addition to the listed services specified in the original contract:

BASIC SERVICES:

TASK 1. PROJECT MANAGEMENT

Project management activities will include coordination with the City's Public Works department, coordination with subconsultants, FNI sub-discipline groups, and coordination with reviewing and permitting agencies. This task will include meetings, implementation of quality control plan and tracking Project budget, schedule and progress.

1. Meetings will include:
 - i. Project Kickoff Meeting (virtual via Microsoft Teams) with the City's staff, HI leads, and key discipline leaders at FNI.
 - ii. Internal Project Kickoff Meeting (FNI only) to review the Project scope, objectives and schedule.
 - iii. One (1) site visit to understand and document the existing condition of the pump station building/house and related equipment at Pond #2.
 - iv. Monthly Progress Meetings (12 virtual meetings) to discuss the progress, schedule, budget, and technical aspects of the Project. FNI will facilitate these meetings, prepare and distribute meeting notes/minutes. Key action items and decisions will be included in the meeting minutes.
 - v. Submittal Review Meetings (4 – 50%, 95%, IFB)
2. Provide document control throughout the life of the Project. Provide written Project status reports with monthly invoices, one per month throughout the duration of the Project. Implement Quality Control and Quality Assurance Plan on the design submittals.
3. Coordinate and perform constructability reviews.

TASK 2. IRRIGATION DESIGN

The irrigation design scope of work is included in ATTACHMENT B. Irrigation design for the Lago Vista Golf Course and Green Shore Park will be performed by HI. FNI will not perform irrigation design but will perform the following tasks to coordinate with HI:

1. Prepare for, facilitate and document no more than seven (7) virtual meetings via Microsoft Teams with the irrigation designer(s) to coordinate irrigation design deliverables.
2. Prepare for, facilitate and document no more than two (2) site visits during the design to determine existing features, constraints and access for HI to implement in their deliverables. Coordinate the site visits with the City and HI.
3. Prepare for, facilitate and document no more than four (4) irrigation design submittal review meetings with the City and irrigation design subconsultant. The comments will be recorded into a log, and responses will be provided for concurrence with the City.

TASK 3. ELECTRICAL DESIGN

The following basic services are included as part of this task:

1. Design of the power system for Lago Vista Effluent Pond #2 will include the following components:
 - a. Design for a permanent power source for the new irrigation pumps inside the new pump house. Power will be provided via a utility disconnect switch and a new panelboard that is anticipated to be 400A 480V. This new panelboard will be on a new electrical equipment rack with a canopy and 480V power will be provided from the panelboard to a termination point located on the outside wall of the new pump station. In addition, FNI will include the design of a low voltage transformer to step down to 120/240V and will provide a 120/240V panelboard to feed the 120/240V irrigation controller loads. Wiring from the 120/240V panelboard to the irrigation controller will be specified by HI, additionally, HI will also determine the routing of the wiring and showing the routing on drawings. The existing pump house will be abandoned in place. Determine whether or not it is possible to use the existing service lateral conductors that terminate to the existing electrical disconnect switch or if a new utility power pole needs to be provided via Utility Coordination with PEC.
2. Task Deliverable(s) to be provided by FNI include:
 - i. Prepare 50% design drawings and a preliminary opinion of probable construction cost (“OPCC”) based on a Class 3 estimate described by the Association for the Advancement of Cost Engineering (AACE) Recommended Practice No. 17R-97. A (virtual) review meeting will be held to receive City’s feedback on the design after 50% submittal.
 - ii. Prepare 95% design drawings and OPCC based on a Class 2 estimate described by the AACE Recommended Practice No. 17R-97. A (virtual) review meeting will be held to receive City’s feedback on the design after 95% submittal.
 - iii. Prepare 100% Issued-for-Bid (IFB) design drawings, specifications, front end documents, and OPCC based on a Class 2 estimate described by the AACE Recommended Practice No. 17R-97. A (virtual) review meeting will be held to receive City’s feedback on the design after 100% submittal.

TASK 4. BID PHASE SERVICES

Bid phase support services will be provided by HI and FNI for the total bid package. The bid phase period is anticipated to end six (6) weeks after the issuance of the IFB Contract Documents. Upon completion of the design services and approval of IFB Contract Documents by the City, FNI shall provide professional services in this phase as follows:

1. Coordinate with HI during bidding of the irrigation system bid tabulation and specifications.
2. Assist City in conducting a pre-bid conference for the construction project and coordinate responses with City. Attend a tour of the Project site after the pre-bid conference.
3. Assist City by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders.

4. Assist City in opening, tabulating, and analyzing the bids received. It is assumed that City will use **Competitive Sealed Proposals** for soliciting bids. Review the qualification information provided and evaluate, based on the information available, the Contractor's qualifications to construct the Project.
5. Perform a ranking evaluation and develop a Recommendation of Award memorandum for the contract.
6. Prepare Issued for Construction (IFC) Contract Documents, including incorporation of addenda. Furnish the City one (1) electronic copy (*.pdf format) of IFC Contract Documents for execution.

TASK 5. CONSTRUCTION PHASE SERVICES

Upon completion of the bid phase services and selection of Contractor, FNI will proceed with the performance of construction phase general representation support services as described below. The construction support effort connected to Tasks 1 to 4 as described herein will be in addition to what had already been assumed for work covered under the original and Amendment No. 1 scopes of work.

The overall construction schedule for the Amendment #2 scope of work is assumed to be eight (8) months from the construction notice to proceed. The construction duration assumes 8 months for the irrigation system construction and 2 months for electrical construction duration. The irrigation system construction and electrical work will be bid in the same bid package.

Construction support services for the irrigation system design work will be provided by HI, utilizing FNI's construction management software platform. FNI will not review submittals for the irrigation system construction work, but will track RFIs and other submittals and coordinate with HI for the responses. FNI will not perform site visits or document construction activities during the irrigation system construction.

FNI will review submittals, perform site visits, and document construction activities during the electrical construction. If the Project construction duration extends beyond this assumed duration, additional budget will be required.

In performing these services, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

FNI assumed that the City will secure a qualified construction contractor to perform the work in accordance with the construction documents. The City will also provide a qualified inspector (Resident Project Representative) to oversee the work. It is assumed that the City's Resident Project Representative (RPR) will inform FNI of construction progress, coordinate progress meetings, advise on timing for engineering inspections, coordinate quality control testing, review payment requests, and oversee the Contractor's as-built drawings update.

City's Resident Project Representative will coordinate with the City regarding its testing

laboratories required for the testing or inspection of materials, witnessed tests, factory testing, etc., for quality control of the Project. The cost of such quality control shall be paid by the City and is not included in the services to be performed by FNI.

FNI's construction phase support services will include:

1. Assist the City in conducting an onsite pre-construction conference with the Contractor and review construction schedules prepared by the Contractor pursuant to the requirements of the construction contract.
2. Assist the City in monthly progress in-person meetings with the Contractor. Assist with the review of meeting minutes prepared by the City. It is anticipated that two (2) meetings will be held in person during construction of electrical work. Site visits will be performed during these meetings and site observation reports documenting the construction progress will be prepared. Reports will describe construction progress in general terms, descriptive narrative of progress identified to date, contract and/or design deviations noted, and site photographs. The purpose of these visits will be to determine if the work is proceeding in general accordance with the IFC Contract Documents. In this effort FNI will endeavor to protect the City against defects and deficiencies in the work of Contractor(s) and will report any observed deficiencies to the City.
3. In addition to two (2) site visits described above, an additional two (2) site visits were assumed for substantial completion and final completion inspections. A punch list will be prepared during the substantial completion inspection.
4. Establish and maintain a project documentation system consistent with the requirements of the IFC Contract Documents. Monitor the processing of Contractor's submittals and provide for filing and retrieval of project documentation using FNIManager construction management software.
5. Review Contractor's requests for information (RFI's) and submittals including modification requests, shop drawings, schedules, and other RFI's and submittals in accordance with the requirements of the IFC Contract Documents for the Project. Monitor the progress of the Contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
6. Notify the City of non-conforming work observed on site visits. Review quality-related documents provided by the Contractor such as test reports, equipment installation reports, or other documentation required by the IFC Contract Documents.
7. Prepare change order documentation, for the City's approved changes, for execution by the City. One (1) change order requests are assumed. Investigations, analyses, studies, or design for substitutions of equipment or materials, corrections of defective or deficient work of the Contractor or other deviations from the IFC Contract Documents requested by the Contractor and approved by the City are an additional service. Substitutions of materials or equipment or design modifications requested by the City or requested by the Contractor are an additional service.
8. Prepare documentation for contract modifications required to implement modifications in the design of the Project. Receive and evaluate notices of Contractor claims and make recommendations to the City on the merit and value of the claim on the basis of information submitted by the Contractor or available in project documentation. Providing

these services to review or evaluate the construction Contractor claim(s), supported by causes not within the control of FNI, are an additional service.

9. Conduct, in company with the City, a final review of the Project for conformance with the design concept of the Project and general compliance with the IFC Contract Documents. Prepare a list of deficiencies to be corrected by the Contractor before recommendation of final payment.
10. Revise the construction drawings in accordance with the information furnished by the construction Contractor reflecting changes in the Project made during construction. Furnish the City two (2) sets of printed copies and one (1) electronic copy (*.pdf and *.dwg format) of "Record Drawings."

TIME OF COMPLETION:

The schedule for completing the Amendment No. 2 scope of work is shown below.

Project Milestones	Duration
Notice to Proceed, NTP (Amendment No. 2)	
50% Design Submittal	7 Weeks after NTP (Amendment No. 2)
City Review and Comments	2 Weeks after 50% Design Submittal
95% Design Submittal	5 Weeks after Receipt of City Comments
City Review and Comments	2 Weeks after 95% Design Submittal
IFB Design Submittal	4 Weeks after Receipt of City Comments
Bid Phase	Assumed 6-week duration
IFC Design Documents Submittal	2 Weeks after Contract Award
Construction Phase	Estimated 8 months total (i.e., 5 months for Irrigation System Construction and 2 months for Electrical work)

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may result in an adjustment to compensation upon written approval by the City.

RESPONSIBILITIES OF THE CITY:

City shall perform the following in a timely manner so as not to delay the services of FNI:

1. Secure a qualified construction contractor to perform the work in accordance with the construction documents.
2. Provide a qualified inspector (Resident Project Representative) to oversee the work through the construction via daily observations and documentation (i.e., uploading photos in FNIManager software) of construction progress for irrigation and electrical installation.
3. Designate in writing a person to act as the City's representative with respect to the services to be rendered under this Agreement. Such a person shall have contract authority to transmit instructions, receive information, interpret, and define the City's policies and decisions with respect to FNI's services for the Project.
4. Assist in coordination with the Golf Course Management.
5. Provide all criteria and full information as to the City's requirements for the Project, including

design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the drawings and specifications.

6. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
7. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
8. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as the City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
9. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
10. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as the City may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor, such auditing service as the City may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as the City may require to ascertain that the Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
11. Give prompt written notice to FNI whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services.
12. Furnish, or direct FNI to provide, Additional Services as required.
13. Bear all costs to comply with requirements and responsibilities in this section.
14. Provide construction oversight, management, and inspection services for the complete installation of the Project to ensure the Contractor completes the construction of the Project in accordance with the design of the Project. Use FNIManager construction management and documentation software to track and document construction activities and submittals.

ADDITIONAL SERVICES:

Additional services to be performed by FNI, if authorized by the City of Lago Vista, are described as follows:

1. Pond #14:
 - a. POWER:
 - i. Design for a permanent power source for the booster irrigation pump station at Pond #14, if deemed necessary by HI. Power will be provided via a utility disconnect switch and a new panelboard that is anticipated to be 400A 480V. This new panelboard will be on a new electrical equipment rack with a canopy and 480V power will be provided from the panelboard to a termination point located on the outside wall of the new pump station. In addition, FNI will include the design of a low voltage transformer to step

down to 120/240V and will provide a 120/240V panelboard to feed the 120/240V irrigation controller loads. Wiring from the 120/240V panelboard to the irrigation controller will be specified by HI, additionally, HI will also determine the routing of the wiring and showing the routing on drawings. determine whether the existing equipment can meet the power demands of the booster irrigation pump station or coordinate with PEC for a new utility power pole to serve the booster irrigation pump station.

PROPOSAL ASSUMPTIONS:

The following assumptions are associated with this proposal:

1. Irrigation system design will be for the Lago Vista Golf Course.
2. The minimum operating pressure of the irrigation system will be 60 psi to activate the sprinkler system. Typical operating pressure will be between 60 psi and 80 psi.
3. Irrigation system design proposal by Hines Inc. (HI) is included as part of this proposal. FNI assumes that the City has reviewed this proposal, including HI's proposal, and agrees with the assumptions.
4. Topographic or SUE surveys or geotechnical explorations are not required for the irrigation system design. Thus, no effort is included in the fee.
5. Amendment #2 scope of work will be designed, bid, and constructed as one bid package. Irrigation Subconsultant will prepare design deliverables listed in HI proposal for the irrigation system design services. FNI will prepare separate design deliverables for the electrical design services.
6. The Lago Vista Effluent Storage System involves a series of pipelines, pumps and pump stations that convey flow between Pond #2, Pond #14 and Pond #17. Cedar Breaks Effluent Pond (to the north of Lago Vista Golf Course) and the ponds at Highland Lakes Golf Course (to the south of Lago Vista Golf Course) may also be connected to this effluent storage system, but they are excluded from the Amendment No. 2 scope of work.
7. Any and all SCADA design and integration will be performed by others and not included as part of Amendment #2 scope of services.
8. The existing pump station building/house and related equipment at Pond #2 are insufficient for the proposed irrigation design services. HI will be responsible for the design of a replacement pump station building/house and equipment.
9. Once operational, the new pump station at Pond #2 will operate the entire golf course irrigation system. A temporary pumping system will not be required, therefore there is no design effort assumed for a temporary pumping system.
10. The existing pump station building/house and related equipment at Pond #14 and Pond #2 are currently abandoned and are insufficient for the proposed irrigation system design services. No efforts will be made to salvage the existing building or any equipment located inside the buildings.
11. Pond #14 is gravity fed from Pond #17.
12. This amendment will not change the environmental permitting requirements assumed in the original and/or Amendment No. 1 scopes of work. No TCEQ review is required for the

Amendment #2 scope of work.

13. No permit preparation or application required for the Amendment #2 scope of work.
14. City shall be responsible for coordinating the necessary easement and Right-of-Way acquisitions for the Project, including any necessary temporary construction easements.
15. Storm Water Pollution Prevention Plan(s) will be provided by the Contractor.
16. Regarding the permanent power supply for the irrigation pumps at Pond #2, FNI will only be designing how these pumps will receive power from a panelboard mounted on an electrical equipment rack. HI will be responsible for determining how the pumps will be controlled and will provide any additional equipment necessary for the control of these pumps. HI will include a means of HVAC cooling for VFDs if VFDs are needed for the pumps.
17. The electrical equipment rack is assumed to only need to account for space for a utility disconnect switch, 480V panelboard, low voltage transformer, and a 120/240V panelboard, but FNI will coordinate with HI to determine if the electrical equipment rack needs to have additional space for any equipment HI is planning on mounting on the electrical equipment rack.
18. The City of Lago Vista will pursue SCADA design and installation by another party. The design of the system at Pond #2 is intended to run in an automated operation and for that to happen Pond #2 needs to be able to communicate to Pond #17. SCADA related design and installation performed by the other party is expected to be operational by the time the pump station is substantially complete. Any adjustments needed for the operation of the Pond #17 pumps will be the responsibility of the SCADA design/installation party.

ATTACHMENTS:

Attachment B: Hines Inc. Proposal Dated July 31, 2025

Attachment C: Detailed Fee Estimate



7.31.25

Mr. Bryce Todd
Freese and Nichols
10431 Morado Circle
Ste 300
Austin, TX 78759

Dear Bryce,

Hines Inc is honored to partner with Freese and Nichols to provide Irrigation System Design for the Lago Vista Golf Course Renovation project, located in Lago Vista, TX. It is assumed that the existing 18-hole course will undergo complete irrigation system and pump station renovation. Our detailed scope of work & general conditions are attached for your review & approval.

<u>Base Scope & Fee Summary</u>	<u>Fee</u>
Task 1: Project Meetings & Coordination	\$8,500
2 in person design meetings allowed, 1 for initial site review and 1 at 50% CD*	
Task 2: Sprinkler Coverage plan	\$7,000
Task 3: Irrigation Plan Design, Details and Specifications	\$24,500
Task 4: Pump Station Design	\$10,000
Includes one (1) Pump Station w/enclosure at Pond #2	
Task 5: Bidding Support	
One (1) In Person Pre-Bid meeting *	\$3,250
Addendums and Clarifications	\$2,500
Task 6: Construction Support Services	
Submittal Reviews / RFIs	\$3,500
Pre-Construction Visit	\$3,250
1 Pre-Construction Visit allowed *	
Staking Visits	\$17,000
Staking will be done in two visits.*	
Floating Visits During Installation	\$12,600
4 visits allowed *	
Final visit / Punch list Visit	\$3,500
1 visits allowed *	
As-Built Cadd Generation	\$4,000
Total	\$99,600

* Expenses are additional.

We strive to be as specific as possible in all aspects of our work to ensure complete understanding of scope & our ability to meet the proposed schedule. Should anything require further clarification, please do not hesitate to contact me.

Kind Regards,
Matt Hall

BASE SCOPE-OF-WORK**Task 1 – Project Meetings & Coordination**

- Obtain & review any design drawings or as-builts for existing system.
- Obtain base files from golf course architect or client in cadd format- it is assumed these files will include all course bunkers, fairways, tees, greens, lakes, other features, cart paths, and contour information.
- Attend two (2) in-person site visits during pre-design and design.
 - The course superintendent and other key personnel will be key attendees of the meetings.
 - Visit #1 will include the review of existing equipment and course condition. A hole-by-hole review will be conducted with the client and golf course superintendent and will include:
 - Verification of owner preferences regarding strategy, equipment, and maintenance preferences.
 - Discussion of past challenges or issues with the previous system.
 - Review widths and features of each hole, paying special attention to coverage concerns and site conditions.
 - Visit #2 will include an in-person review of the construction design documents at 50% complete.

Task 2 – Sprinkler Coverage Plan

- Once the initial on-site visit #1 is complete and we have received feedback from the client and maintenance personnel with a design direction, we will develop an initial coverage plan showing the location sprinklers throughout the course. Once completed, we will send the coverage plan to the client and superintendent for review. We will schedule a follow up virtual call meeting to go over the coverage plan on a hole-by-hole basis. This is the time we will make and adjustments that may need to be made.
- The coverage plan will provide us with the required GPM and PSI for the system.
 - Once the coverage plan is updated and agreed upon, we will proceed into the system design.
 - The coverage plan will provide us preliminary water usage on a daily basis to ensure we are falling within the permitted water use allowance of the permit.
 - We will have a goal to follow the committee's recommendations and make adjustments as needed.
 - We will also be able to develop preliminary cost estimates for the system.
- **Deliverables:** one (1) PDF coverage plan at appropriate scale.

Task 3 – Irrigation Plan Design, Details & Specifications

- Site irrigation water usage model will be developed to estimate future annual water demand.
- Irrigation controller location(s), electrical power source locations and water source information will be documented.
- Design will comply with applicable City or local equipment specification and design standards. Irrigation components will be identified with purple non-potable water designation where possible.
- Review projected peak pond drawdown based on anticipated irrigation withdrawals and make-up water source capacity.
- Hines will develop routing of the mainline pipe based on pump station flow requirements for the future automatic system to irrigate the site within a

predetermined watering “window” of time. The sizing will reflect mainline pipe sizes and routing required to accommodate a fully automatic system, and pump station flow and pressure adequate for the proposed system.

- Analyze pressure and flow characteristics within the proposed piping network for proper operation of equipment and longevity of fittings.
- Pipe size optimization of mainline. The design will compare various pipe size options for the system.
- Develop an opinion of probable cost (OPCC) to be provided at 50%CD milestone and updated in subsequent submittals
- Detailed irrigation design will include; valve-in-head rotors, distribution and sub-main routing.
- The control package will be a 2-wire system or 24v system depending on what the maintenance wants to pursue.
- Prepare irrigation details in required format.
Prepare irrigation specifications in CSI format.
- Attend as needed, 30 minute virtual bi-weekly meetings during the design process.
Prepare meeting agenda and provide meeting notes.
- **Deliverables:**
 - Golf Irrigation: drawing sheets will be developed at 200 and 100 scale
 - Details & Specifications
 - OPCC estimates will be updated.
 - This proposal assumes a total of four (4) submittals:
 - 50% Construction Documents
 - 95% Construction Documents
 - 100% Construction Documents
 - Issued for construction (IFC)
 - All front-end documents, assembly and advertising by the client.

Task 4 - Irrigation Pump Station Design - One Pump Station at Pond #2

- Hines will provide design of the pump station prefabricated enclosure and pump mechanical system construction documents. These documents will detail the mechanical system equipment including pump & filter station installation, location, & electrical requirements for one (1) prefabricated pumping & filtration station and skid enclosure.
- Confirm flow and pressure requirements of the proposed pumping system. CAD generated construction design will be developed incorporating the pump size, type, filtration requirements & equipment, and all major associated piping.
- Mechanical equipment plan & profile design will include size & location of new prefabricated pump station enclosure, new wet well and pad (by others), intake pipe, & elevation points for all major pieces of equipment.
- Design of a pond water level sensor and automated refill valve to be installed on a pressurized non-potable or potable refill pipe.
 - It is assumed that an existing refill pipe exists and is of adequate size.
- Coordinate electrical requirements, plan preparation & plan submittal with project Electrical Engineer.
- Engineering & design will match specific pump station operational and maintenance performance to project requirements.
- Coordinate SCADA communication with public works and FNI.
- We do not see a need for a booster station on this project. The main pump station will provide the GPM and PSI required.
- **Deliverables:**
 - CAD generated drawing sheets showing pump station equipment, pump station controls, suction piping, air relief and filtering requirements, building dimensions and notes, and technical specifications in CSI format.
 - OPCC estimates will be updated.
 - This proposal assumes a total of four (4) drawing submittals: (50% CD, 95% CD, 100% CD and IFC drawings)

Task 5 - Bidding Support

- Attend one (1) Pre-Bid Meeting on-site.
 - Attend pre-bid review meetings to discuss design approach, contract documents, and site conditions.
- Review questions from bidding contractors and respond as an Addendum to clarify design documents, details & specifications.
- Provide a bid tabulation.
- *Bids will be a lump sum with unit prices for additions and deductions. Unit price bids are not recommended. There is no way to track this unless the city has a person on-site at all times taking measurements and documenting unit prices.*
- **Deliverables:** Memoranda, drawings &/or specifications

Task 6 - Construction Support Services

- Pre-Construction Services
 - Attend one (1) pre-construction meeting on-site with the owner and contractor to coordinate construction, schedule, and answer contractor questions prior to installation.
- Coordination during construction, field questions and respond as needed.
- On-Site Observations
 - Review change orders and payment requests submitted by the contractor; provide recommendations to owner.
 - Attend two (2) staking visits assuming 9 holes will be staked per trip.
 - Staking will include locating of head locations, quick couplers, air relief valves and any other major components. Mainlines are not normally staked because we do not know the installation direction the contractor will take. The irrigation contractor will be responsible for GPSing and marking the point staked by Hines.
 - While on site during staking activities, observation of installed components will be conducted to review conformance of installation to irrigation details, specifications, and manufacturer recommendations. A field report with pictures will be developed after each visit.
 - Perform up to four (4) floating site observation visits during construction. A field report with pictures will be developed after each visit.
 - Schedule and participate in one (1) visit to conduct a walk-through with Contractor to observe completeness of installation and compliance with "punch list" items.
 - *Project phasing or contractor quality may increase the quantity of visits outlined above. Hines will stay in communication with owner regarding progress of this task and is glad to provide additional visits if requested; a proposal will be provided upon request for additional scope/visits.*
 - **Observation Deliverables:** Inspection reports in 8.5"x11" format in PlanGrid with pictures.
- As-Built Drawing Development
 - Review and provide comments on contractor's 'As-Built' mark-ups (based on field changes)
 - Preparation of as-built drawings in AutoCAD format utilizing information gathered from the Contractor's red-lined field drawing set and GPS data collected information. As-built shall contain items indicated in as-built submittal section of irrigation specifications and shall reflect GPS data collected by contractor.

Client-Provided Information

This proposal assumes that the Client will provide the information necessary to complete the scope of work. Examples of client-provided information include but are not limited to: Project base files in the required format (golf course architectural design, existing irrigation as-builts, utility as-builts), key design team contact information, project milestone definition, and coordinated reasonable advanced notice of submittal deadlines.

Additional Services

If additional services are requested beyond what is outlined in the tasks listed above, Hines would be pleased to provide a written proposal that will outline new scope, tasks, fee, & reimbursable expenses associated with the work.

Assumptions & Notes:

- Major base changes made after 95% Construction Document submittal, resulting in major irrigation design revisions, will require additional fees.
- All final construction documentation, including front end specifications, shall be approved by the Owner's Representative prior to issuance for bidding.
- Reimbursable expenses will be billed directly, without markup.
- The system will be designed to a minimum operating pressure of 60psi for minimum sprinkler operation. 80 Psi is ideal and will be our target PSI if allowed.
- Existing pump stations will supply water to the course during construction and no temporary pumping system will be needed.
- The city will supply the front-end specifications, assembly of bid documents will be by FNI or City.
- Topographic information with 2 foot or better contours is to be provided by the client in autocadd format.
- Topographic or SUE surveys are excluded from the scope of work.
- The base cadd file of the course will be provided by the client in cadd format.
- The design assumes that there will be one pump station to be designed for the course out of pond #2 with a self-contained enclosure. If #14 evaluation requires a redesign, that will be an extra scope.
- Construction installation of the irrigation is estimated to be 6-8 months from the time of installation start.
- The pump station skid and enclosure are estimated to be 4-6 months from the time of order to install based on current estimated lead times.
- The City will provide an on-site inspector and a construction manager during the installation of the irrigation system and related components.
- No regulatory review or obtaining permits are assumed. Preliminary contact with Tong Li at TCEQ indicated that they would not require a new permit and this would be grandfathered.
- Construction service tasks & fees proposed are an estimate of required activities at the time of project proposal. Construction service activities will be completed on Client request and invoiced Hourly Not-to-Exceed assuming there is remaining approved fee available. Should scope and fee be exhausted prior to completion of the tasks outlined above, or should the Client request additional items not listed above, Hines will request approval of additional scope and fees.
- Not included in this scope-of-work:
 - Design of electrical service to pump station(s), electrical design inside the pump station room
 - Site survey
 - Bid solicitations or management of contractor
 - Pond design, pond aeration design, raw water turn-out structure design, water rights inventory/evaluation.
 - Transfer lines and pump requirements between ponds 17, 14 and 2.
 - Pump station design enhancement to increase provide transfer pump for transfer line.
 - Booster Pump renovation or design for #14
 - Data Programming to SKIDATA/Building Automations.
 - Pump house Design.
 - Electrical Design

We request written approval to proceed with this project. Signature indicates agreement with our scope, fee, and General Conditions. Refer to Attachment A for a detailed list of our General Conditions. Please call with any questions or comments; we look forward to working with you on this project!

Kind Regards,

AGREED TO BY:

Hines Inc.

Freese and Nichols Representative

Matt Hall

Authorized Signature

Date

ATTACHMENT A: GENERAL CONDITIONS

1. Contract Payment Terms – Freese and Nichols [hereafter referred to as The Client] accepts the following terms of payment to Hines Inc. [hereafter referred to as Hines Inc]:
 - Hines Payment Terms are due in full after 60 days past invoice date.
 - The Client agrees to pay simple interest on each invoice balance at a rate of 1.5% per month.
 - If an attorney is retained to collect an overdue debt, Hines Inc will be reimbursed for all attorney fees and costs.
2. JOB SITE SAFETY – Hines Inc or its representatives are not responsible for job site safety, or for construction means, methods, techniques, or appropriateness of installation procedures undertaken by any Contractor.
3. SUBSTITUTIONS - Substitution of equipment or specified products is permitted only by written approval of the Irrigation Designer.
4. HAZARDOUS WASTE – Hines Inc is not responsible for identifying, locating, discovering, removal or remediation of any hazardous waste, known or unknown at the site; or for the consequences of any hazardous waste materials at the site, including but not limited to asbestos and PCB's, as well as materials not yet known as hazardous.
5. UTILITY LOCATES – Hines Inc is not responsible for determining and marking the location of any underground pipes, wires, conduits, cables, or structures such as gas lines, fiber optics, irrigation or septic systems or any other items which may exist below the surface of the ground.
6. AS-BUILT DRAWINGS - As-built drawings are required to be submitted to the Owner's Representative by the Irrigation Contractor upon completion of the installation.
7. OWNERSHIP OF INSTRUMENTS OF SERVICE - The Client acknowledges the Consultant's construction documents, including electronic files, as instruments of professional service. All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the Consultant as instruments of service shall remain the property of the Consultant. The Consultant shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.
8. CORPORATE PROTECTION - It is intended by The Parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a Wyoming corporation, and not against any of the Consultant's individual employees, officers or directors.
9. CONSEQUENTIAL DAMAGES - Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

10. INDEMNIFICATION - The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against all damages, liabilities or costs to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.
11. LIMITATION OF LIABILITY - In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
12. DESIGN SCHEDULES – Hines Inc is not responsible for changes in design schedules (time extensions) due to circumstances beyond our direct control, such as flood, tornado, earthquake, or other events of nature, or due to untimely receipt of approvals, submittals, shop drawings, or critical information from others such as base drawings, soil analysis reports, and similar documents.
13. DESIGN REVISIONS - If any contractor, governmental authority, building department, or any other third-party requests or requires that changes be made to the Construction Documents prepared by Hines Inc, then Client shall notify Hines Inc of the same before any such changes are made. In the event Client, Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any documents prepared by Hines Inc or its consultants without obtaining Hines Inc's written consent, or in the event of termination of this Agreement consistent with the terms herein, Client shall assume full responsibility for the results of and any damages caused by such changes. Therefore, Client agrees to waive any claim against Hines Inc and to release Hines Inc from any liability arising directly or indirectly from such changes not consented to by Hines Inc. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Hines Inc, including Hines Inc's consultants, from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. Unless required solely as a result of Hines Inc's failure to follow the applicable laws in place at the time when the 100% Design Development Documents and 100% Bid Documents/Permit Sets were originally prepared, any changes to the design requested or required to be made after Hines Inc's completion of the set of 100% Design Development Documents and 100% Bid Documents/Permit Sets shall be an Additional Service and shall be performed on a time and materials basis. In the event Client uses Hines Inc's work product without retaining Hines Inc to either finalize the Construction Documents or to perform construction observation services, Client releases Hines Inc from all claims and causes of action arising from such uses. Client, to the fullest extent permitted by law, further agrees to indemnify and hold harmless Hines Inc and its consultants from all costs and expenses, including the cost of defense and attorneys' fees, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from such use of the documents by Client.

14. DISPUTES - This contract shall be interpreted under the laws of the State of Colorado. The initial attempt to address claims, disputes or other matters in question between the Parties to the Agreement arising out of or relating to this Agreement or breach thereof shall be by formal mediation. If the claims or disputes cannot be resolved by this form of contract dispute resolution, relief through the court system shall be sought. The Parties consent to the jurisdiction of the District Court for Larimer County, Colorado.
15. STANDARD OF CARE - In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.
16. SUBMITTAL REVIEW - Review of submittals, shop drawings and other documentation shall be for the purpose of determining general conformance with the design expressed in the construction drawings, and not to determine the accuracy or completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment, all of which are the responsibility of the Contractor.
17. This proposal is automatically revoked if not accepted in writing within, 60 days of its date.

Lago Vista Effluent Pond Repairs - Amendment No. 2 8/5/2025 Detailed Fee Estimate				Project Fee Summary									
				Basic Services		\$		279,915					
				Special Services		\$		21,514					
				Total Project		\$		301,429					
Tasks				Labor									
BST Task (for Project Setup)	Basic or Special	Task	Task Description	Naveen Chillara	Gurkan Ozgurel	Jeremy Goethals	Bryce Todd	Cihan Barnett	Adam Court	Janet Frantz	Rob Harrison	Janis Murphy	Jorge Garces
				Senior Advisor	PM	APM	Civil Engineer	Electrical Engineer	Electrical EIT	Electrical CAD Lead	Electrical QC	QA Manager	Construction Manager
			TASK 1. PROJECT MANAGEMENT	\$175	\$270	\$160	\$180	\$186	\$149	\$193	\$274	\$256	\$156
			Client Kickoff Meeting (virtual)		2	3	1	1			1		
			Internal Kickoff Meeting		2	3	1	1	1	1	1		
			Monthly Progress Meetings (8 virtual)		10	16	8	8					
			Invoicing and Monthly Progress Reports		15	8							
			Quality Management Plan and Assurance		6	5						3	
			Constructability Reviews			3							
			TASK 2. IRRIGATION DESIGN										
			Coordination and Meetings (7 virtual)		7	14	7	7	7				
			Site Visits (2 visits)				12						
			Review Meetings and Tracking (4 virtual meetings assumed)		8	8	8						
			QC Reviews of Deliverables									8	
			TASK 3. ELECTRICAL DESIGN										
			Site Visits (2 visits)					12	12				
			50% Design Submittal (Drawings, OPCC)		1		4	47	51	15	10		
			95% Design Submittal (Drawings, OPCC, Specs)		1		4	20	34	11	9		
			100% Issued-for-Bid (IFB) Design Submittal (Drawings, Specs)		1		4	15	22	9	9		
	Special		Additional Services					40	55	21	3		
			TASK 4. BID PHASE SERVICES										
			Coordination with Hines Inc. During Irrigation System Package Bidding		4		4						
			Bid Phase Support for Electrical Bid Package										
			Prepare Pre-bid Conference Materials, and attend Pre-bid Conference and Site Tour					8	8				
			Review Contractor Questions and Prepare Addenda		1			4	8	4			
			Review Tabulated Bid Results, Contractor Qualifications, and Financials					8	4				
			Prepare Recommendation of Award Memorandum		1			8	4				
			Prepare Issued for Construction (IFC) Submittal (Conformed Documents)					2	4	4			
			TASK 5. CONSTRUCTION PHASE SERVICES										
			Pre-Construction Conference (on-site)				4	4	4				4
			Progress Meetings and Site Visits										
			Monthly Progress Meetings and Site Visits (2 on-site visits during Electrical)					4	4				32
			Performance of Substantial Completion Walkthrough					6	6				6
			Performance of Final Completion Walkthrough					6	6				6
			Contractor Proposals, Claims and Submittals										
			Establish and Maintain Construction Documentation System (for 8 months)										64
			Requests for Information (RFI's)					4	8				1
			Notify City of Non-Conforming Work										2
			Record Data / Certified Test Reports / Shop Drawings					16	32				
			Contractor Claims / Change Requests (1)					2	4				
			Proposed Contract Modifications (1)		1			2	4	2			
			Work Change Directives (1)		1			2	1				
			Change Orders (1)		1			2	4	2	2		
			Record Drawings		2			2	4	8	2		
Total Hours / Quantity				-	64	60	57	231	287	77	37	11	115
Total Effort				\$ -	\$ 17,647	\$ 9,790	\$ 10,479	\$ 43,759	\$ 43,373	\$ 15,052	\$ 10,338	\$ 2,871	\$ 18,258

Lago Vista Effluent Pond Repairs - Amendment No. 2

8/5/2025

Detailed Fee Estimate

Tasks						
BST Task (for Project Setup)	Basic or Special	Task	Task Description	Anne Hoskins	Billy Metzger	Total Hours
				Client Representative	Project Admin	
				\$325	\$194	
			TASK 1. PROJECT MANAGEMENT			\$ -
			Client Kickoff Meeting (virtual)	1		\$ 2,026
			Internal Kickoff Meeting	1		\$ 2,374
			Monthly Progress Meetings (8 virtual)			\$ 8,359
			Invoicing and Monthly Progress Reports		8	\$ 7,021
			Quality Management Plan and Assurance	5		\$ 4,911
			Constructability Reviews			\$ 490
						\$ -
			TASK 2. IRRIGATION DESIGN			\$ -
			Coordination and Meetings (7 virtual)			\$ 7,894
			Site Visits (2 visits)			\$ 2,206
			Review Meetings and Tracking (4 virtual meetings assumed)			\$ 4,982
			QC Reviews of Deliverables			\$ 2,088
						\$ -
			TASK 3. ELECTRICAL DESIGN			\$ -
			Site Visits (2 visits)			\$ 4,101
			50% Design Submittal (Drawings, OPCC)			\$ 23,427
			95% Design Submittal (Drawings, OPCC, Specs)			\$ 14,651
			100% Issued-for-Bid (IFB) Design Submittal (Drawings, Specs)			\$ 11,487
	Special		Additional Services			\$ 20,503
						\$ -
			TASK 4. BID PHASE SERVICES			\$ -
			Coordination with Hines Inc. During Irrigation System Package Bidding			\$ 1,838
			Bid Phase Support for Electrical Bid Package			\$ -
			Prepare Pre-bid Conference Materials, and attend Pre-bid Conference and Site Tour			\$ 2,734
			Review Contractor Questions and Prepare Addenda	2		\$ 3,699
			Review Tabulated Bid Results, Contractor Qualifications, and Financials			\$ 2,127
			Prepare Recommendation of Award Memorandum			\$ 2,403
			Prepare Issued for Construction (IFC) Submittal (Conformed Documents)			\$ 1,773
						\$ -
			TASK 5. CONSTRUCTION PHASE SERVICES			\$ -
			Pre-Construction Conference (on-site)			\$ 2,737
			Progress Meetings and Site Visits			\$ -
			Monthly Progress Meetings and Site Visits (2 on-site visits during Electrical)			\$ 6,448
			Performance of Substantial Completion Walkthrough	4		\$ 4,329
			Performance of Final Completion Walkthrough			\$ 3,003
			Contractor Proposals, Claims and Submittals			\$ -
			Establish and Maintain Construction Documentation System (for 8 months)			\$ 10,161
			Requests for Information (RFI's)			\$ 2,133
			Notify City of Non-Conforming Work			\$ 318
			Record Data / Certified Test Reports / Shop Drawings			\$ 7,895
			Contractor Claims / Change Requests (1)			\$ 987
			Proposed Contract Modifications (1)			\$ 1,656
			Work Change Directives (1)			\$ 808
			Change Orders (1)			\$ 2,215
			Record Drawings			\$ 3,670
Total Hours / Quantity				13	8	960
Total Effort				\$ 4,309	\$ 1,580	\$ 177,455

Lago Vista Effluent Pond Repairs - Amendment No. 2 8/5/2025 Detailed Fee Estimate				8.5		
				Basic Services		
				Special Services		
				Total Project		

Tasks				Expenses		
BST Task (for Project Setup)	Basic or Special	Task	Task Description	Tech Charge	Miles	Total Expense Effort
			TASK 1. PROJECT MANAGEMENT			\$ -
			Client Kickoff Meeting (virtual)	9		\$ 77
			Internal Kickoff Meeting	11		\$ 94
			Monthly Progress Meetings (8 virtual)	42		\$ 357
			Invoicing and Monthly Progress Reports	31		\$ 264
			Quality Management Plan and Assurance	19		\$ 162
			Constructability Reviews	3		\$ 26
						\$ -
			TASK 2. IRRIGATION DESIGN			\$ -
			Coordination and Meetings (7 virtual)	42		\$ 357
			Site Visits (2 visits)	12	140	\$ 200
			Review Meetings and Tracking (4 virtual meetings assumed)	24		\$ 204
			QC Reviews of Deliverables	8		\$ 68
						\$ -
			TASK 3. ELECTRICAL DESIGN			\$ -
			Site Visits (2 visits)	24	280	\$ 400
			50% Design Submittal (Drawings, OPCC)	128		\$ 1,088
			95% Design Submittal (Drawings, OPCC, Specs)	79		\$ 672
			100% Issued-for-Bid (IFB) Design Submittal (Drawings, Specs)	60		\$ 510
	Special		Additional Services	119		\$ 1,012
						\$ -
			TASK 4. BID PHASE SERVICES			\$ -
			Coordination with Hines Inc. During Irrigation System Package Bidding	8		\$ 68
			Bid Phase Support for Electrical Bid Package			\$ -
			Prepare Pre-bid Conference Materials, and attend Pre-bid Conference and Site Tour	16		\$ 136
			Review Contractor Questions and Prepare Addenda	19		\$ 162
			Review Tabulated Bid Results, Contractor Qualifications, and Financials	12		\$ 102
			Prepare Recommendation of Award Memorandum	13		\$ 111
			Prepare Issued for Construction (IFC) Submittal (Conformed Documents)	10		\$ 85
						\$ -
			TASK 5. CONSTRUCTION PHASE SERVICES			\$ -
			Pre-Construction Conference (on-site)	16	210	\$ 283
			Progress Meetings and Site Visits			\$ -
			Monthly Progress Meetings and Site Visits (2 on-site visits during Electrical)	40	700	\$ 830
			Performance of Substantial Completion Walkthrough	22	280	\$ 383
			Performance of Final Completion Walkthrough	18	210	\$ 300
			Contractor Proposals, Claims and Submittals			\$ -
			Establish and Maintain Construction Documentation System (for 8 months)	64		\$ 544
			Requests for Information (RFIs)	13		\$ 111
			Notify City of Non-Conforming Work	2		\$ 17
			Record Data / Certified Test Reports / Shop Drawings	48		\$ 408
			Contractor Claims / Change Requests (1)	6		\$ 51
			Proposed Contract Modifications (1)	9		\$ 77
			Work Change Directives (1)	4		\$ 34
			Change Orders (1)	11		\$ 94
			Record Drawings	18		\$ 153
Total Hours / Quantity				960	1,820	
Total Effort				\$ 8,160	\$ 1,274	\$ 9,434

Lago Vista Effluent Pond Repairs - Amendment No. 2 8/5/2025 Detailed Fee Estimate				Project Fee Summary	
				Basic Services	Special Service
				Total Project	
Tasks				Subconsultants	Total
BST Task (for Project Setup)	Basic or Special	Task	Task Description	Hines, Inc. (Irrigation Designer)	Total Effort
			TASK 1. PROJECT MANAGEMENT		\$ - \$ -
			Client Kickoff Meeting (virtual)		\$ - \$ 2,103
			Internal Kickoff Meeting		\$ - \$ 2,468
			Monthly Progress Meetings (8 virtual)		\$ - \$ 8,716
			Invoicing and Monthly Progress Reports		\$ - \$ 7,285
			Quality Management Plan and Assurance		\$ - \$ 5,072
			Constructability Reviews		\$ - \$ 515
				\$ - \$ -	
			TASK 2. IRRIGATION DESIGN	99,600	\$ 114,540 \$ 114,540
			Coordination and Meetings (7 virtual)		\$ - \$ 8,251
			Site Visits (2 visits)		\$ - \$ 2,406
			Review Meetings and Tracking (4 virtual meetings assumed)		\$ - \$ 5,186
			QC Reviews of Deliverables		\$ - \$ 2,156
				\$ - \$ -	
			TASK 3. ELECTRICAL DESIGN		\$ - \$ -
			Site Visits (2 visits)		\$ - \$ 4,501
			50% Design Submittal (Drawings, OPCC)		\$ - \$ 24,515
			95% Design Submittal (Drawings, OPCC, Specs)		\$ - \$ 15,322
			100% Issued-for-Bid (IFB) Design Submittal (Drawings, Specs)		\$ - \$ 11,997
	Special		Additional Services		\$ - \$ 21,514
				\$ - \$ -	
			TASK 4. BID PHASE SERVICES		\$ - \$ -
			Coordination with Hines Inc. During Irrigation System Package Bidding		\$ - \$ 1,906
			Bid Phase Support for Electrical Bid Package		\$ - \$ -
			Prepare Pre-bid Conference Materials, and attend Pre-bid Conference and Site Tour		\$ - \$ 2,870
			Review Contractor Questions and Prepare Addenda		\$ - \$ 3,860
			Review Tabulated Bid Results, Contractor Qualifications, and Financials		\$ - \$ 2,229
			Prepare Recommendation of Award Memorandum		\$ - \$ 2,514
			Prepare Issued for Construction (IFC) Submittal (Conformed Documents)		\$ - \$ 1,858
				\$ - \$ -	
			TASK 5. CONSTRUCTION PHASE SERVICES		\$ - \$ -
			Pre-Construction Conference (on-site)		\$ - \$ 3,020
			Progress Meetings and Site Visits		\$ - \$ -
			Monthly Progress Meetings and Site Visits (2 on-site visits during Electrical)		\$ - \$ 7,278
			Performance of Substantial Completion Walkthrough		\$ - \$ 4,712
			Performance of Final Completion Walkthrough		\$ - \$ 3,303
			Contractor Proposals, Claims and Submittals		\$ - \$ -
			Establish and Maintain Construction Documentation System (for 8 months)		\$ - \$ 10,705
			Requests for Information (RFI's)		\$ - \$ 2,243
			Notify City of Non-Conforming Work		\$ - \$ 335
			Record Data / Certified Test Reports / Shop Drawings		\$ - \$ 8,303
			Contractor Claims / Change Requests (1)		\$ - \$ 1,038
			Proposed Contract Modifications (1)		\$ - \$ 1,732
			Work Change Directives (1)		\$ - \$ 842
			Change Orders (1)		\$ - \$ 2,309
			Record Drawings		\$ - \$ 3,823
Total Hours / Quantity				\$ 99,600	
Total Effort				\$ 114,540	\$ 114,540 \$ 301,429



Proposal
For Lago Vista GC
Lago Vista, TX

8/1/25

Mr. Victor Manzano
City Manager
Lago Vista, TX

Victor,

Per your request, the following is my proposal for the revised scope of work for the irrigation system at Lago Vista Golf Course. This proposal encompasses all the requirements as specified, a copy of which is attached to this proposal.

1. Project meetings and Coordination-	\$ 5,000.00
2. Design services/deliverables-	\$ 14,000.00
3. Bidding services-	\$ 3,500.00
4. Construction support services-	<u>\$ 33,000.00</u>
Total for all services requested-	\$ 55,000.00

This proposal includes all expenses, both office and travel.

Sincerely,



4260 CR 324
Navasota, TX 77868

(832) 725-3214
leshilltx@gmail.com



Revised scope of work:

1. Project Meetings and Coordination

- Document Collection: Obtain existing design drawings and as-built documentation for the current irrigation system.
- Preliminary Site Coordination: Conduct coordination meetings with the Owner, Owner's Representative, and Golf Course Superintendent to determine system requirements, performance expectations, and budget considerations.
 - Site Visit #1: Review each hole to assess existing equipment, site conditions, and identify deficiencies or opportunities for improvement.
 - Site Visit #2: Review and discuss the 50% Construction Document (CD) plan set.
- Ongoing Virtual Coordination: Conduct monthly virtual meetings throughout the design and construction phases to discuss project progression, milestone achievements, schedule updates, design or construction issues, coordination items, and any other relevant matters. Meeting agendas and summaries shall be prepared to document key decisions and action items.

2. Design Services

- Sprinkler Coverage Plans: Provide both preliminary and final sprinkler coverage layouts for the entire golf course.
- Irrigation System Design: Deliver complete design drawings and technical specifications for a new irrigation system at three stages:
 - 50% CD (Design Development)
 - 95% CD (Final Review)
 - 100% CD (Final Design)
- Pump House Design at Pond #2: Include full design and specifications at 50%, 95%, and 100% CD stages.
- Booster Pump Station at Pond #14: Provide evaluation for booster pump station components.
- Pump Capacity Evaluation: Evaluate and design the pump system to ensure it can meet both average and peak irrigation demands. The Texas Commission on Environmental Quality (TCEQ) allows for an average daily discharge of 430,000 gallons per day. However, the pump system must be capable of delivering a maximum of approximately 800,000 gallons per day to accommodate periods when irrigation is restricted or delayed. This capacity requirement is to be further evaluated and confirmed to ensure the system can discharge the maximum annual volume within regulatory and operational constraints.

3. Deliverables

- CAD Drawings: Submit detailed CAD-generated drawings including:



4260 CR 324
Navasota, TX 77868

(832) 725-3214
leshilltx@gmail.com



- Pump station layout and controls
 - Booster station components (if evaluated deems necessary)
 - Suction piping, air relief valves, filtration equipment
 - Building layout and critical dimensions
 - Notes and technical specifications
- Opinion of Probable Construction Cost (OPCC): Provide an OPCC for budgeting and planning.
- Drawing Submittals: Submit drawings at the following project milestones:
 - 50% CD
 - 95% CD
 - 100% CD
 - Issued for Construction (IFC)

4. Bidding Services

- Provide a bid tabulation to include each component as a line item.
- Pre-Bid Meeting: Attend one pre-bid meeting to present and discuss the design intent, construction documents, and site considerations.
- Contractor Clarifications: Respond to contractor questions during the bidding period, and issue addenda as required to clarify design intent.
- Bid Tabulation: Provide a comprehensive bid tabulation that includes each system component as a separate line item for ease of comparison and evaluation.

5. Construction Support Services

- Pre-Construction Meeting: Attend one pre-construction meeting with Contractor and Owner's representative.
- RFI and Submittal Review: Provide timely review and response to RFIs and submittals from Contractor.
- Field Staking: Stake all major components including sprinkler heads, quick coupler valves (QCVs), controllers, air relief valves, isolation valves, and mainline routing.
- Construction Observation: Conduct a minimum of four (4) on-site visits during construction to review progress and confirm adherence to plans and specifications.
- Final Inspection: Perform a final inspection upon substantial completion and prepare a punch list of outstanding work items.
- As-Built Drawings: Provide a final as-built drawing package based on GPS documentation submitted by the Contractor.



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Navasota, TX 77868

(832) 725-3214
leshilltx@gmail.com

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	August 7, 2025
SUBMITTED BY:	Eric DeLaCruz, Finance
SUBJECT:	Discussion, consideration, and possible action awarding Lone Star Paving Company's bid for RFP 25-07 in the amount of \$1,317,305.60 to repave over 23 City streets and authorize the City Manager to execute the contract.
BACKGROUND:	An RFP was issued July 10th, 2025 with a closing date of July 30th 2025. A total of three (3) bids were received on July 30th and read aloud. The bidders were Bennett Paving, Lone Star Paving, and Texas Materials. A comparison of all three bids can be found in the Bid Opening Sheet. Lone Star Paving Paving was the lowest responsible bidder at \$1,317,305.60. Their bid was under budget. They are a reputable contractor that has done work for the City in the past. This project is the continuation of the City's street rehabilitation program. There was \$12 million in Certificates of Obligation funds allocated for this program. Phase 1 has been completed and Phase 2 is in final testing of the completed roads. This bid is for the second phase part B tranche of roads as prescribed in the paving schedule posted on the City's CIP Dashboard. This extension of Phase 2 was added due to favorable pricing and project efficiencies. Included in this bid is an allowance for road base repair on an as needed basis. This is a simple milling of existing asphalt, and the installation of 2" of new asphalt.
FINDINGS:	The notice of award will be sent the following Monday, and notice to proceed shortly after.
FINANCIAL IMPACT:	This project will be in the amount of \$1,317,305.60 that will be funded through our CO bond for our CIP street rehab project.
RECOMMENDATION:	Approve.
ATTACHMENTS:	

RFP 25-07 Bid Summary Sheet.pdf
Lonstar Paving Proposal.pdf
RFP 25-07 Street Resurfacing Phase 2B_Road Maps.pdf

			CITY OF LAGO VISTA, TEXAS 5803 Thunderbird St Lago Vista, Texas 78645			Bid Date: Wednesday, July 30, 2025 @ 1:00 PM Calendar Days:	
			BID SUMMARY RFP No. 25-07 Street Resurfacing Phase 2B Wednesday, July 30, 2025 @ 1:00 PM			RFP No. 25-07 Street Resurfacing Phase 2B If handwritten, please write legibly	
#	Name of Bidder / Company	Bid Bond Enclosed	Aknowledge Addenda	Base Bid Ammount	Alt. 1 Ammount	Alt. 2 Ammount	Total Bid (Alt Incl.)
1	Lonestar Paving	Y	Y	\$1,317,305.60	\$-	\$-	\$1,317,305.60
2	Texas Materials	Y	Y	\$1,742,015.85	\$-	\$-	\$1,742,015.85
3	Bennett Paving	Y	Y	\$1,537,798.40	\$-	\$-	\$1,537,798.40
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							

CONTRACTOR'S BID

FOR

2025 STREET RESURFACING

PHASE 2B

RFP No. 25-07

BIDDER'S NAME

Asphalt Inc., LLC. dba Lone Star Paving Company
(PLEASE PRINT CLEARLY)

CHECKLIST OF ITEMS TO BE RETURNED

The following items shall be returned in order for the bid submittal to be considered acceptable:

- | | |
|---|---|
| ☒ Completed Bid Summary Sheet | ☒ Bid Security |
| ☒ Completed Unit Price Schedule | ☒ Acknowledgment of Addenda |
| ☒ Completed Bid Form | ☒ Completed Bidder's Qualification Form |

PREPARED FOR:



LAGO VISTA
— TEXAS —

5803 Thunderbird Street
Lago Vista, Texas 78645

ADVERTISEMENT FOR SEALED PROPOSALS

Sealed competitive bids, in envelopes addressed to the City of Lago Vista, 5803 Thunderbird Street, Lago Vista, Texas 78645, for **RFP No. 25-07 Street Resurfacing Phase 2B**, in the City of Lago Vista, Texas, will be received at the above-mentioned address until 1:00 P.M., July 30th, 2025 and then publicly opened and read aloud.

Submittals can be submitted in sealed envelopes and marked "RFP No. 25-07 Street Resurfacing Phase 2B".

The Contract Documents and Specifications are available at the City of Lago Vista. Questions and requests for additional information shall be sent by email to: Victor.manzano@lagovistatexas.gov. For this project, all bidders will be **required** to accept Addenda and other pertinent information by email, as well as provide written acknowledgement of Addenda as prescribed in the Instructions to Bidders. **No questions or requests for additional information will be accepted later than 12:00 p.m., July 28th, 2025.**

Bid packages will be available on the City's website at www.lagovistatexas.gov/Bids.aspx. Project general conditions and standard specifications manual can be found on the City's website at www.lagovistatexas.gov.

An optional pre-bid conference will be held on **July 24th, 2025**, at 1:00 P.M. at 5803 Thunderbird Street, Lago Vista, Texas 78645 in the City Council Conference Room.

A bid security of 5% of the bid amount must accompany each bid or proposal. A certified check or bank draft payable to the City of Lago Vista may be submitted in lieu of the Bid Bond.

After contract is awarded, the contractor will be required to furnish insurance, performance, and payment bonds.

The City of Lago Vista reserves the right to waive any informality that is not detrimental to any other bidder or potential bidder or to reject all bids or to accept the lowest responsible bidder that in the judgment of the City Council will be in the best interest of the City of Lago Vista.

No bidder may withdraw his bid within sixty (60) days after the actual date of opening thereof.

City of Lago Vista, Texas
Kevin Sullivan, Mayor

Newspaper ad published twice:

Thursday, July 10th, 2025
Thursday, July 17th, 2025

CITY HAS COPY OF AFFIDAVIT OF PUBLICATION.

If you have any questions, please e-mail Victor Manzano at:
Victor.manzano@lagovistatexas.gov.

BID BOND

KNOW ALL BY THESE PRESENTS: that the undersigned Principal and Surety are firmly bound to the City of Lago Vista ("Lago Vista") in the penal sum of Five Percent of the Bid Amount Dollars (\$ 5% BA).

Now the condition of this bond is this: that, whereas the undersigned principal has submitted to Lago Vista a bid to enter into a certain contract whereupon principal undertakes to perform the following-described work of construction, alteration or repair:

City of Lago Vista RFP No. 25-07 Street Resurfacing Phase 2B

NOW, THEREFORE, if the principal shall, within Ten (10) days following acceptance by the City Council of the City of Lago Vista of such bid and award by said Council to said principal of said contract, execute and return such further contract documents, together with such bonds and insurance documents as may be required by the terms of the bids accepted, then this obligation shall be null and void, otherwise it shall remain in full force and the amount hereof shall be paid to and retained by the City of Lago Vista as liquidated damages for principal's failure to do so.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this the 30th day of July, 2025, the name and corporate seal of each corporate party being hereto affixed and by these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal: Asphalt Inc., LLC DBA Lone Star Paving

By:  / Alex Flores

Title: Vice President Date: July 30, 2025

Surety: Western Surety Company and
Liberty Mutual Insurance Company

By: 

Title: Michael Garcia,
Attorney-in-Fact Date: July 30, 2025

(Attach Power of Attorney)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marc W Boots, Vickie Lacy, Richard Covington, Maria D Zuniga, Joseph R Aulbert, Ashley Koletar, Ryan Varela, Jacob Boots, Stephanie Moore Harold, Melanie Salinas, Michael Garcia, Kelly M Coleman, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature - In Unlimited Amounts - for any and all surety bonds and any and all consents required by the State Department of Transportation of the State of Florida, incident to the release of retained percentages and/or estimates on engineering and/or construction contracts - and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of May, 2025.



WESTERN SURETY COMPANY

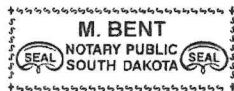
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 27th day of May, 2025, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30th day of July, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8214058-022004

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ashley Koletar; Dylan Young; Jacob Boots; Joseph R. Aulbert; Kelly M. Coleman; Marc W. Boots; Maria D. Zuinga; Melanie Salinas; Michael Garcia; Namesia Anderson; Richard Covington; Ryan Varela; Stephanie Moore Harold; Susan Golla; Vickie Lacy

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of May, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 19th day of May, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of July, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



June 14, 2025

Addendum #1
RFP 25-07 Street Resurfacing Phase 2B

- 1) The optional pre-bid conference will be held on **Wednesday July 23, 2025 at 1:00 P.M.** changed from Thursday July 24, 2025 (Meeting at same time and location)
 - a. This will be held at the City Council Conference Room, 5803 Thunderbird Street Lago Vista, TX 78645.

A handwritten signature in black ink, appearing to be "C. L. L.", is written over the date "7/29/25".

7/29/25



July 23, 2025

Addendum #2
RFP 25-07 Street Resurfacing Phase 2B

The following changes have been made to the original RFP 25-07 Street Resurfacing Phase 2B Bid Tab.

- a. Added "REVISED RFP 25-07 Lago Vista Bid Tab".
- b. Please utilize "REVISED RFP 25-07 Lago Vista Bid Tab" for proposals.

 7/29/25

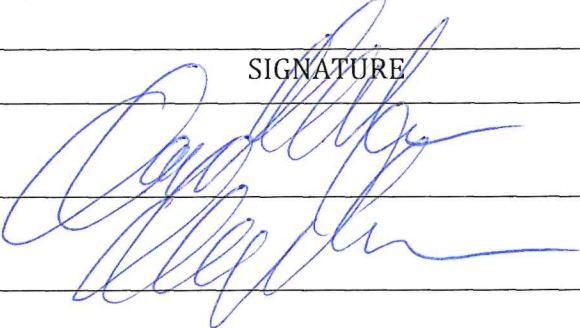
003 ACKNOWLEDGMENT OF ADDENDA

Acknowledgement of Addenda:

All Addenda must be acknowledged below in the space provided. Alternatively, Addenda may be acknowledged on the outside of the sealed envelope submitted for bid next to the project name. Inclusion of the full text of any Addendum in this bid packet will also constitute the bidder's acknowledgement of that Addendum.

Bidder's Name: Asphalt Inc., LLC dba LoneStar Paving Company
(Fill in Bidder's Name exactly as it appears on pages 2 and 3 of the Bid Form)

I have received, acknowledge, and accept all of the following Addenda:

ADDENDUM NO.	SIGNATURE
1	
2	

Total Bid Amount in numbers:

Total bid in numbers (as tabulated on the Unit Price Schedule): \$ 1,317,305.60

The total bid in numbers above will be used to determine the apparent low bidder. The contract award will be based on bid amounts tabulated and verified by the Engineer.

CONSTRUCTION COST FOR: RFP No. 25-07 Street Resurfacing - Phase 2B

The *Pay Item* reference indicates the controlling specification for each Pay Item. Pay Item references are from the specifications referenced in the *Standard Form of Agreement*, unless otherwise noted.

Contractor responsible for the validity, format, and formulas in file. PDF documents are official

PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
GENERAL CONDITIONS & PAVING					
1	MOBILIZATION, BONDS & INSURANCE	1	LS	\$ 9,600.00	\$ 9,600.00
2	REMOVE & DISPOSE OF TRAFFIC BUTTONS	1	LS	\$ 800.00	\$ 800.00
3	TRAFFIC CONTROL	1	LS	\$ 9,750.00	\$ 9,750.00
4	3rd PARTY GEOTECHNICAL CORING & TESTING FOR COMPACTION & THICKNESS FOR EACH ROAD.	1	LS	\$ 22,000.00	\$ 22,000.00
5	INSTALL 3" BLACK BASE AS DIRECT BY THE ENGINEER	5,000	SY	\$ 22.50	\$ 112,500.00
					\$ -
Bar K Ranch Rd (1431 To Bluff Ridge Trl) (Approx 3841' X 24')					
6	MILLING AND DISPOSAL OF EXISTING PAVEMENT	11,267	SY	\$ 1.15	\$ 12,957.05
7	PAVEMENT 2" HMAC TYPE "D" AND TIE INTO EXISTING PAVEMENT	11,267	SY	\$ 12.55	\$ 141,400.85
8	SOLID YELLOW 4" THERMOPLASTIC STRIPE WITH REFLECTORS EVERY 10' (DOUBLE)	6882	LF	\$ 1.75	\$ 12,043.50
9	SOLID WHITE 4" THERMOPLASTIC EDGE STRIPE (SINGLE)	3309	LF	\$ 1.00	\$ 3,309.00
10	SOLID WHITE 24" x 12' THERMOPLASTIC MARKER (STOP BAR)	2	EA	\$ 250.00	\$ 500.00
11	BLUE TRAFFIC BUTTON REFLECTORS	3	EA	\$ 12.00	\$ 36.00
					\$ -
Blue Lake Dr (Dove Rd To Cardinal Ave) (Approx 863' X 24')					
12	MILLING AND DISPOSAL OF EXISTING PAVEMENT	2,532	SY	\$ 1.15	\$ 2,911.80
13	PAVEMENT 2" HMAC TYPE "D" AND TIE INTO EXISTING PAVEMENT	2,532	SY	\$ 12.55	\$ 31,776.60
					\$ -
Bluff Ridge Trl (Bluff Ridge Cv to Blue Sky Ln) (Approx 318' X 24')					
14	MILLING AND DISPOSAL OF EXISTING PAVEMENT	933	SY	\$ 1.15	\$ 1,072.95
15	PAVEMENT 2" HMAC TYPE "D" AND TIE INTO EXISTING PAVEMENT	933	SY	\$ 12.55	\$ 11,709.15
16	BLUE TRAFFIC BUTTON REFLECTORS	1	EA	\$ 12.00	\$ 12.00
					\$ -
Brewer Cv (Brewer Ln To End) (Approx 107' X 38')					
17	MILLING AND DISPOSAL OF EXISTING PAVEMENT	497	SY	\$ 1.15	\$ 571.55
18	PAVEMENT 2" HMAC TYPE "D" AND TIE INTO EXISTING PAVEMENT	497	SY	\$ 12.55	\$ 6,237.35
					\$ -
Canyon Dr (Dawn Dr To El Dorado) (Approx 1677' X 24')					
19	MILLING AND DISPOSAL OF EXISTING PAVEMENT	4,920	SY	\$ 1.15	\$ 5,658.00
20	PAVEMENT 2" HMAC TYPE "D" AND TIE INTO EXISTING PAVEMENT	4,920	SY	\$ 12.55	\$ 61,746.00
21	SOLID WHITE 24" x 12' THERMOPLASTIC MARKER (STOP BAR)	1	EA	\$ 250.00	\$ 250.00
22	BLUE TRAFFIC BUTTON REFLECTORS	2	EA	\$ 12.00	\$ 24.00
					\$ -
Coolidge Ln (Crockett Ave To Cooper Ln) (Approx 713' X 24')					
23	MILLING AND DISPOSAL OF EXISTING PAVEMENT	2,092	SY	\$ 1.15	\$ 2,405.80
24	PAVEMENT 2" HMAC TYPE "D" AND TIE INTO EXISTING PAVEMENT	2,092	SY	\$ 12.55	\$ 26,254.60
					\$ -
Crockett Ave (Constitution Dr To Constitution Dr) (Approx 1786' X 24')					
25	MILLING AND DISPOSAL OF EXISTING PAVEMENT	5,239	SY	\$ 1.15	\$ 6,024.85
26	PAVEMENT 2" HMAC TYPE "D" AND TIE INTO EXISTING PAVEMENT	5,239	SY	\$ 12.55	\$ 65,749.45
					\$ -
Deepwood Dr (Brewer Ln To Cedar Ridge) (Approx 523' X 24')					
27	MILLING AND DISPOSAL OF EXISTING PAVEMENT	1,535	SY	\$ 1.15	\$ 1,765.25
28	PAVEMENT 2" HMAC TYPE "D" AND TIE INTO EXISTING PAVEMENT	1,535	SY	\$ 12.55	\$ 19,264.25
					\$ -
Deer Run Dr (Sunset Strip To Park Dr) (Approx 654' X 24')					
29	MILLING AND DISPOSAL OF EXISTING PAVEMENT	1,919	SY	\$ 1.15	\$ 2,206.85
30	PAVEMENT 2" HMAC TYPE "D" AND TIE INTO EXISTING PAVEMENT	1,919	SY	\$ 12.55	\$ 24,083.45
					\$ -

CONSTRUCTION COST FOR: RFP No. 25-07 Street Resurfacing - Phase 2B

The *Pay Item* reference indicates the controlling specification for each Pay Item. Pay Item references are from the specifications referenced in the *Standard Form of Agreement*, unless otherwise noted.

Contractor responsible for the validity, format, and formulas in file. PDF documents are official

PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
High Mountain Cir (High Mountain Dr To End) (Approx 202' X 24')					\$ -
31	MILLING AND DISPOSAL OF EXISTING PAVEMENT	593	SY	\$ 1.15	\$ 681.95
32	PAVEMENT 2" HMAC TYPE "D" AND TIE INTO EXISTING PAVEMENT	593	SY	\$ 12.55	\$ 7,442.15
					\$ -
Hopkins Cv (Henry Ave To End) (Approx 211' X 24')					\$ -
33	MILLING AND DISPOSAL OF EXISTING PAVEMENT	619	SY	\$ 1.15	\$ 711.85
34	PAVEMENT 2" HMAC TYPE "D" AND TIE INTO EXISTING PAVEMENT	619	SY	\$ 12.55	\$ 7,768.45
					\$ -
Live Oak Dr (Paseo De Vaca To Deepwood Dr) (Approx 2686' X 24')					\$ -
35	MILLING AND DISPOSAL OF EXISTING PAVEMENT	7,879	SY	\$ 1.15	\$ 9,060.85
36	PAVEMENT 2" HMAC TYPE "D" AND TIE INTO EXISTING PAVEMENT	7,879	SY	\$ 12.55	\$ 98,881.45
37	BLUE TRAFFIC BUTTON REFLECTORS	3	EA	\$ 12.00	\$ 36.00
					\$ -
O'hara Ln (Thurber Ln To Truman) (Approx 843' X 24')					\$ -
38	MILLING AND DISPOSAL OF EXISTING PAVEMENT	2,473	SY	\$ 1.15	\$ 2,843.95
39	PAVEMENT 2" HMAC TYPE "D" AND TIE INTO EXISTING PAVEMENT	2,473	SY	\$ 12.55	\$ 31,036.15
					\$ -
Paine Ave (Poe Cv To Perry Cv) (Approx 1352' X 24')					\$ -
40	MILLING AND DISPOSAL OF EXISTING PAVEMENT	3,966	SY	\$ 1.15	\$ 4,560.90
41	PAVEMENT 2" HMAC TYPE "D" AND TIE INTO EXISTING PAVEMENT	3,966	SY	\$ 12.55	\$ 49,773.30
42	BLUE TRAFFIC BUTTON REFLECTORS	1	EA	\$ 12.00	\$ 12.00
					\$ -
Plymouth Cv (Pershing Ave To End) (Approx 208' X 24')					\$ -
43	MILLING AND DISPOSAL OF EXISTING PAVEMENT	611	SY	\$ 1.15	\$ 702.65
44	PAVEMENT 2" HMAC TYPE "D" AND TIE INTO EXISTING PAVEMENT	611	SY	\$ 12.55	\$ 7,668.05
					\$ -
Redbird Dr (Patriot Dr To Thurber Ln) (Approx 1092' X 24')					\$ -
45	MILLING AND DISPOSAL OF EXISTING PAVEMENT	3,204	SY	\$ 1.15	\$ 3,684.60
46	PAVEMENT 2" HMAC TYPE "D" AND TIE INTO EXISTING PAVEMENT	3,204	SY	\$ 12.55	\$ 40,210.20
					\$ -
Santa Alto Ave (Santa Carlo Ave To Highland Lake Dr) (Approx 2038' X 24')					\$ -
47	MILLING AND DISPOSAL OF EXISTING PAVEMENT	5,979	SY	\$ 1.15	\$ 6,875.85
48	PAVEMENT 2" HMAC TYPE "D" AND TIE INTO EXISTING PAVEMENT	5,979	SY	\$ 12.55	\$ 75,036.45
					\$ -
Shady Ln (Park Dr To End) (Approx 1331' X 24')					\$ -
49	MILLING AND DISPOSAL OF EXISTING PAVEMENT	3,905	SY	\$ 1.15	\$ 4,490.75
50	PAVEMENT 2" HMAC TYPE "D" AND TIE INTO EXISTING PAVEMENT	3,905	SY	\$ 12.55	\$ 49,007.75
51	BLUE TRAFFIC BUTTON REFLECTORS	1	EA	\$ 12.00	\$ 12.00
					\$ -
Stone Cliff Dr (Twisting Trl To N Ridge) (Approx 1666' X 24')					\$ -
52	MILLING AND DISPOSAL OF EXISTING PAVEMENT	4,887	SY	\$ 1.15	\$ 5,620.05
53	PAVEMENT 2" HMAC TYPE "D" AND TIE INTO EXISTING PAVEMENT	4,887	SY	\$ 12.55	\$ 61,331.85
					\$ -
Thoreau Ln (Boggy Ford To Santa Carlo Ave) (Approx 567' X 24')					\$ -
54	MILLING AND DISPOSAL OF EXISTING PAVEMENT	1,664	SY	\$ 1.15	\$ 1,913.60
55	PAVEMENT 2" HMAC TYPE "D" AND TIE INTO EXISTING PAVEMENT	1,664	SY	\$ 12.55	\$ 20,883.20
					\$ -
Thurber Ln (Oxford Dr To Patton Dr) (Approx 1773' X 24')					\$ -
56	MILLING AND DISPOSAL OF EXISTING PAVEMENT	5,201	SY	\$ 1.15	\$ 5,981.15
57	PAVEMENT 2" HMAC TYPE "D" AND TIE INTO EXISTING PAVEMENT	5,201	SY	\$ 12.55	\$ 65,272.55
					\$ -

CONSTRUCTION COST FOR: RFP No. 25-07 Street Resurfacing - Phase 2B

The *Pay Item* reference indicates the controlling specification for each Pay Item. Pay Item references are from the specifications referenced in the *Standard Form of Agreement*, unless otherwise noted.

Contractor responsible for the validity, format, and formulas in file. PDF documents are official

PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
Twisting Trail (North) (Outpost Trace To National Dr) (Approx 1360' X 24')					\$ -
58	MILLING AND DISPOSAL OF EXISTING PAVEMENT	4,782	SY	\$ 1.15	\$ 5,499.30
59	PAVEMENT 2" HMAC TYPE "D" AND TIE INTO EXISTING PAVEMENT	4,782	SY	\$ 12.55	\$ 60,014.10
60	SOLID WHITE 24" x 12' THERMOPLASTIC MARKER (STOP BAR)	2	EA	\$ 250.00	\$ 500.00
61	BLUE TRAFFIC BUTTON REFLECTORS	2	EA	\$ 12.00	\$ 24.00
Twisting Trail (South) (National Dr To Outpost Trace) (Approx 2354' X 24')					\$ -
62	MILLING AND DISPOSAL OF EXISTING PAVEMENT	6,906	SY	\$ 1.15	\$ 7,941.90
63	PAVEMENT 2" HMAC TYPE "D" AND TIE INTO EXISTING PAVEMENT	6,906	SY	\$ 12.55	\$ 86,670.30
64	SOLID WHITE 24" x 12' THERMOPLASTIC MARKER (STOP BAR)	2	EA	\$ 250.00	\$ 500.00
65	BLUE TRAFFIC BUTTON REFLECTORS	3	EA	\$ 12.00	\$ 36.00
Total					\$ 1,317,305.60

The total bid shall be entered in the space provided above, and shall also be entered in the space provided in the Bid Summary Sheet. All construction shall be completed per the City of Lago Vista's Technical Construction Standard Manual. Contractor will be required to provide insurance certificate and performance bonds per the specs.

Payment for all Items shall be based on **Plans Quantity**, as described in *Measurement and Payment*, unless otherwise noted.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

OFFICE USE ONLY

Date Received

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

Asphalt Inc., LLC dba Lone Star Paving Company

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

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

3 Name of local government officer with whom filer has employment or business relationship.

N/A
Name of Officer

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

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

☐ Yes

☐ No

N/A

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

☐ Yes

☐ No

N/A

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☐ No

N/A

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

N/A

4

Signature of person doing business with the governmental entity

[Signature]

Date

7/29/25

Adopted 06/29/2007

Form TGC 2270

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

Contract identifier: _____
 Department: _____

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

SIGNED BY: _____

Print Name of Person:
 Signing, Title, and
 Company

Alex Flores, Vice President
Asphalt Inc., LLC dba Lone Star Paving Company

Date signed: _____

7/29/25

STATE OF TEXAS §
 COUNTY OF Texas §

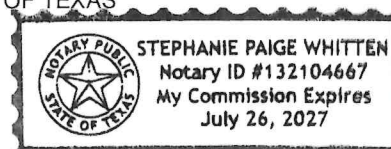
BEFORE ME, the undersigned Notary Public on this day personally appeared Alex Flores (Name), on behalf of Lone Star Paving Co. (Company) who being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct..

SWORN AND SUBSCRIBED TO before me, this 29th day of July, 2025.

Stephanie R. Whitten
 NOTARY OF PUBLIC,
 FOR THE STATE OF TEXAS

My Commission Expires: _____

7/26/2027



Government Code § 2270.002. Provision Required in Contract
 Effective: September 1, 2017

A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

The following definitions apply:

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

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

(3) "Governmental entity" means a state agency or political subdivision of this state.

State law requires verification from a Company for contracts involving goods or services (regardless of the amount) before the City can enter into the contract.

BID FORMPROJECT IDENTIFICATION: RFP No. 25-07 Street Resurfacing Phase 2BPROJECT IDENTIFICATION NUMBER (PID): RFP No. 25-07

THIS BID IS SUBMITTED TO: Mr. Victor Manzano, CIP Manager, City of Lago Vista, Texas

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement of Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for thirty-five days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined and carefully studied the Bidding Documents; including (but not limited to) the following:

BID PACKET – All portions of the Contractor's Bid Packet including the Instructions to Bidders, General Conditions, and any Special and /or Supplementary Conditions

DRAWINGS – Most current set of drawings

SPECIFICATIONS – Most current City of Lago Vista Technical Construction Standards, Specifications Manual, and any other as stated in the construction drawings.

ADDENDA – Acknowledged on the Bid Summary Sheet or on the sealed bid envelope
 - (b) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
 - (c) BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
 - (d) BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. BIDDER accepts the determination set forth in the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER'S purposes. BIDDER acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereof. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the limes, price and other terms and conditions of the Contract Documents.
 - (e) BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
 - (f) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawing identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
 - (g) BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for

performing and furnishing the Work for which this Bid is submitted.

- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. Measurement shall be based solely on Plan Quantities as listed in the Unit Price Schedule; no quantities shall be measured in the field for payment purposes. BIDDER will complete the Work in accordance with the Contract Documents for the Unit Prices and Quantities listed on the Unit Price Schedule for the total bid in numbers as entered on the Bid Summary Sheet.
 5. BIDDER agrees that the Work will be substantially complete, and completed and ready for final payment in accordance with the lines specified in Article 3 of the Standard Form of Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the lines specified in the Agreement.
 6. The following documents are required to be attached to be made a condition of this Bid:
 - (a) Required Bid Security in the form of certified check, cashier's check or corporate surety bond.
 7. Communications concerning this Bid shall be addressed to:

Mr. Victor Manzano
 CIP Manager
 City of Lago Vista
 5803 Thunderbird Street
 Lago Vista, Texas 78645
 Victor.manzano@lagovistatexas.gov

The address of BIDDER indicated below:

8. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.
9. SUBMITTED on July 30th, 2025.
 State Contractor License No. N/A

If BIDDER is:

An IndividualBy _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

Phone No.: _____

Email Address: _____

A PartnershipBy (LLC-P)
Asphalt Inc, LLC dba Lane Star Paving Company (SEAL)
(Firm Name)[Signature]
(General Partner) Alex Flores - Vice PresidentBusiness address: 11675 Jollyville Rd Ste #150
Austin, TX 78759Phone No.: 512-428-5778Email Address: Alex@lspaving.com

A Corporation

By _____ (SEAL)
(Corporation Name)

(State of Incorporation)

By _____ (SEAL)
(name of person authorized to sign)

(Corporate Seal) (Title)

Attest _____
(Secretary)

Business address: _____

Phone No.: _____

Email Address: _____

Date of Qualification to do business is _____

A Joint Venture

By _____ (SEAL)
(Name)

(Address)

By _____ (SEAL)
(Name)

(Address)

Phone No.: _____

Email Address: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

Bidder Qualification Form - Construction*(Firm must prepare this statement in the form shown)*

The undersigned bidder certifies that the information herein is true, correct, complete and accurate. Elaboration on the following information or additional information deemed to be useful for evaluation of bidder's capabilities or to prevent misleading representations may be attached to this form. With exception to material and equipment suppliers, any subcontractor completing 25% or more of the project in terms of cost, is required to fill out this form.

Date: 7/29/25 Texas License Number: N/A Federal ID No.: 47-2248769
 Bidder (Legal Name of Firm): Asphalt Inc. LLC dba Lone Star Paving Company
 Address: 11675 Jollyville Rd. Phone Number: 512-428-5778
Ste # 150 Fax Number: N/A
 City: Austin State: TX Zip Code: 78759 Email: awarner@lspaving.com

President (or Managing Partner, etc.): Greg Marisey

Dun and Bradstreet Number (if any): 075999823

Years in Business Under Present Name: 10

List all other names under which your business has operated in the last 10 years:

N/A

Work Presently Under Contract (\$): 150 Million

Work in place last year (\$): 200 Million

Total Bonding Capacity (\$): 250 Million
(Attach a letter from Bonding Co. evidencing bonding capacity)

Value of Work Presently Bonded (\$): 30 Million

Bonding Company: Western Surety Company / Liberty Mutual Insurance Co.

Bonding Agent: Marc Boots

Insurance Company: McGriff

Insurance Agent: (SAA) / Jake Boots Phone: 713-940-6522

Total Staff Employed by Firm (Break down by Managers and Trades on separate sheet): 500

Contracting Specialty (Indicate trades in which bidder performs): Asphalt Paving / Milling

Union Affiliations: ☐ Local ☐ National

Years Performing Work Specialty: 10 Percentage of Work Performed by Firm's Own Forces: 100%

Is the Bidder in compliance with all applicable EEO requirements? ☒ Yes ☐ No
(If the answer is no, please attach summary of details on a separate sheet)

Bank References Wells Fargo

Address: 111 Congress Ave. Contact Name: Mike Brewer
City: Austin State: TX Zip Code: 78701 Phone Number: 512-344-7037

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? ☐ Yes ☒ No
(If the answer is yes, please attach summary of details on a separate sheet)

Relevant Experience

Bidder should have successfully completed (substantially on-schedule, on-budget) at least three projects of similar size and nature for which they are submitting qualifications. List projects on a separate sheet with the following information on each and attach hereto:

Project (Name, Location and Contact)
Architect (N/A if not applicable)
Engineer
Contract Amount
Date Completed (Month/Year)
Scope of Work

See Attached.

List below any/all Contract(s) awarded to Bidder which it has failed to complete (If applicable, attach a separate sheet):

Project (Name and Location): _____

Contract with: _____

Brief Explanation of Cause and Resolution: _____



Relevant Experience

1. Project Name: City of Dripping Springs 2022 Road Maintenance Project
 Location: Dripping Springs, TX 78620
 Contact: Chad Rice – Deputy Public Works Director (512) 858-4725
 crice@cityofdrippingsprings.com
 Base Contract Amount: \$159,636.47
 Date Completed: November 2022
 Scope: Asphalt Repairs, Milling, Asphalt Overlay, Pavement Markings

2. Project Name: City of Leander- Roadway Rehabilitation FY 2022
 Location: Leander, TX 78641
 Contact: Roman Poudyal- Public Works Project Manager (512) 259-2640
 RPoudyal@leandertx.gov
 Base Contract Amount: \$1,911,312.95
 Date Completed: June 2022
 Scope: Asphalt Repairs, Milling, Asphalt Overlay, Pavement Markings

3. Project Name: City of Austin- Misc. Streets Overlay IDIQ/ Maintenance IDIQ
 Location: Austin, TX
 Contact: Jose Ibarra- Project Manager (512) 974-7195
 Jose.Ibarra@austintexas.gov
 Base Contract Amount: 2017- \$2 Million, 2018- \$2 Million, 2019- \$2 Million, 2020- \$6 Million,
 2021- \$6 Million, 2022 – \$6 Million.
 Date Completed: Annual Contract Renewal Options
 Scope: Mill & Pave



125 E 11th St | Austin, Texas 78701
512.463.8588
txdot.gov

March 27, 2025

LONE STAR PAVING COMPANY
PO BOX 200608
AUSTIN TX, 78720

RE: TxDOT Vendor Number 25885

Dear Contractor:

Your Confidential Questionnaire is satisfactory and qualifies you to bid on projects let by the Texas Department of Transportation (TxDOT) from the date of this letter through December 31, 2025.

Your bidding capacity has been set at \$2,667,106,110.00. You may request and receive bidding proposals for projects on which the engineer's estimate does not exceed your bidding capacity, less any uncompleted work currently under contract with TxDOT.

If we may be of further assistance, please contact our Pre-qualification Branch at 512/416-2584.

Sincerely,

Greg Williams
Director, Letting Management Section
Construction Division

List on a sheet attached hereto all judgments, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach to this form Bidder's current Financial Statement (assets/Liabilities), preferably audited.

Signature: 

Name (Officer or Partner): Alex Flores

Title: Vice President

Date: 7/29/25

AFFIDAVIT OF AUTHENTICITY
Must be included with Bidder's Qualifications

STATE OF TEXAS :

COUNTY OF Travis:

ON THIS, the 29th day of July, 2025, before me, a Notary Public, the undersigned officer,
personally appeared Alex Flores, who acknowledged her/himself to be the
Vice President of Asphalt Inc., LLC dba Lone Star Paving Company
[title] [Contractor's full name]

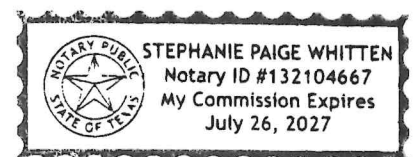
being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the
name of the said contractor by her/himself as such Vice President, executed the
[title]
foregoing instrument for the purposes therein contained by signing her/his name.

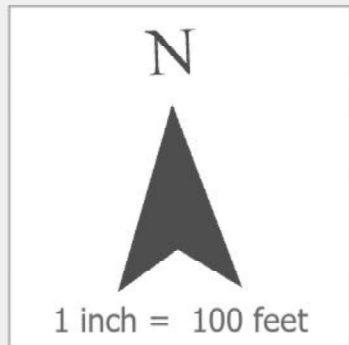
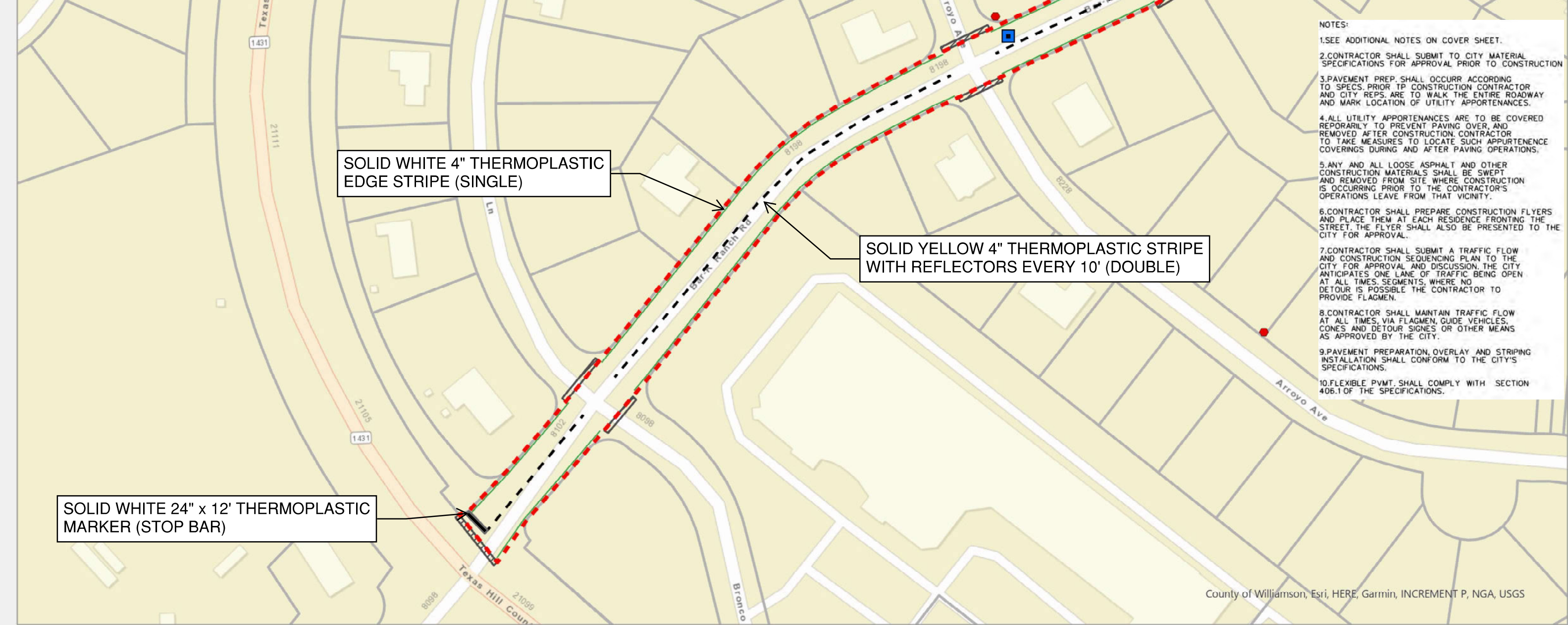
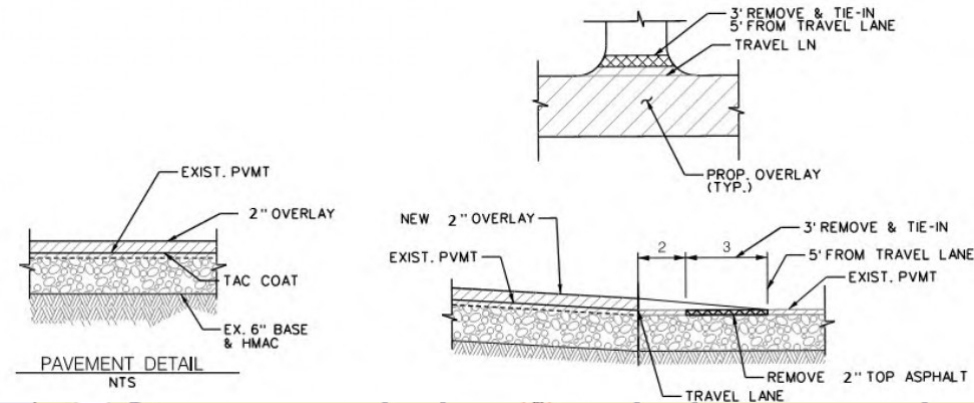
STATE OF TEXAS :

COUNTY OF Travis :

Sworn to and subscribed before me on the 29th day of July, 2025 (year), by Alex Flores.
(name of signer)

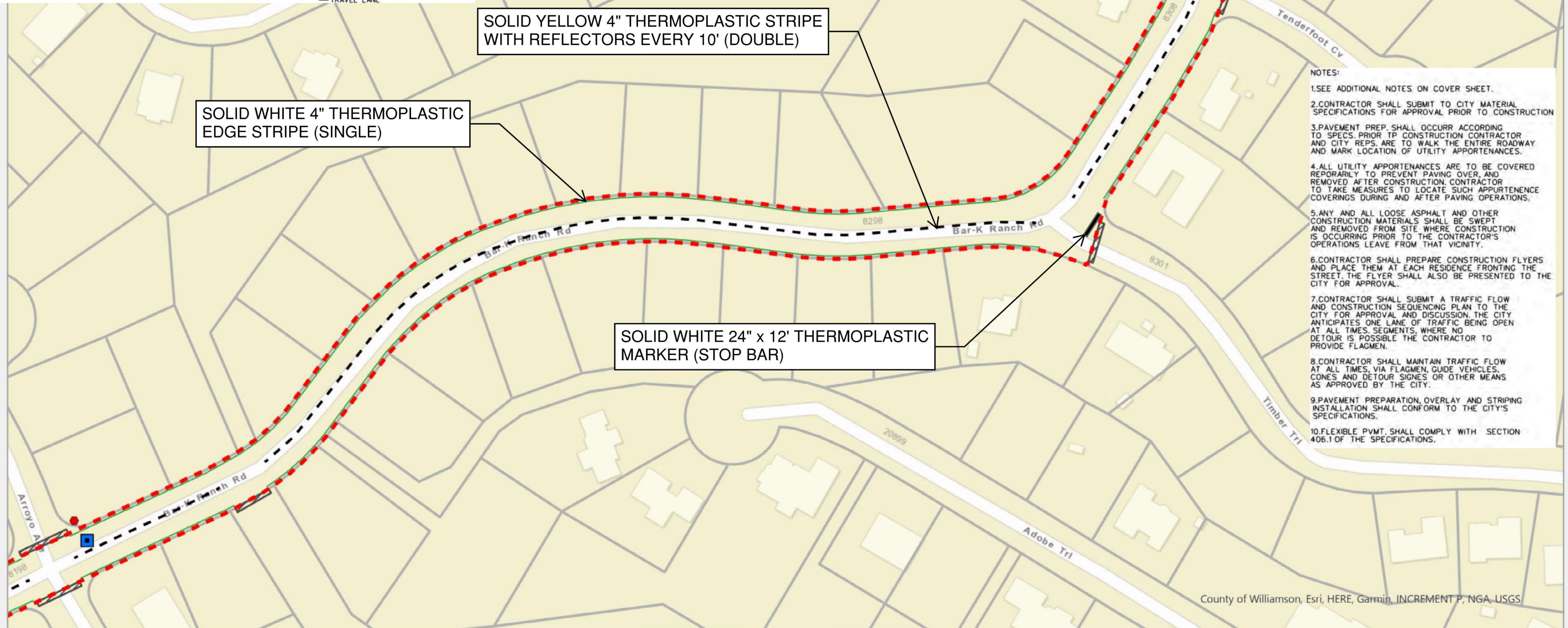
Stephan R Whitten
Notary Public's Signature





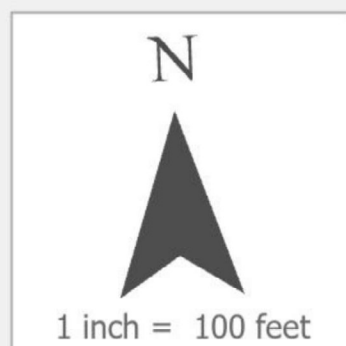
Bar K Ranch Road	
Project: Street Resurfacing Phase 2B	
Date: 6/23/2025	
Created By: SVorpahl	
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Legend	
●	Fire Hydrant
■	Fire Hydrant Reflector
- - -	Yellow Centerline 4"
—	White Travel Lane 4"
□	Tax Parcel
▨	Street Tie-in
▤	Proposed Work Area
■	StopBar



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County of Williamson, Esri, HERE, Garmin, INCREMENT P, NGA, USGS



Bar K Ranch Road

Project: Street Resurfacing Phase 2B

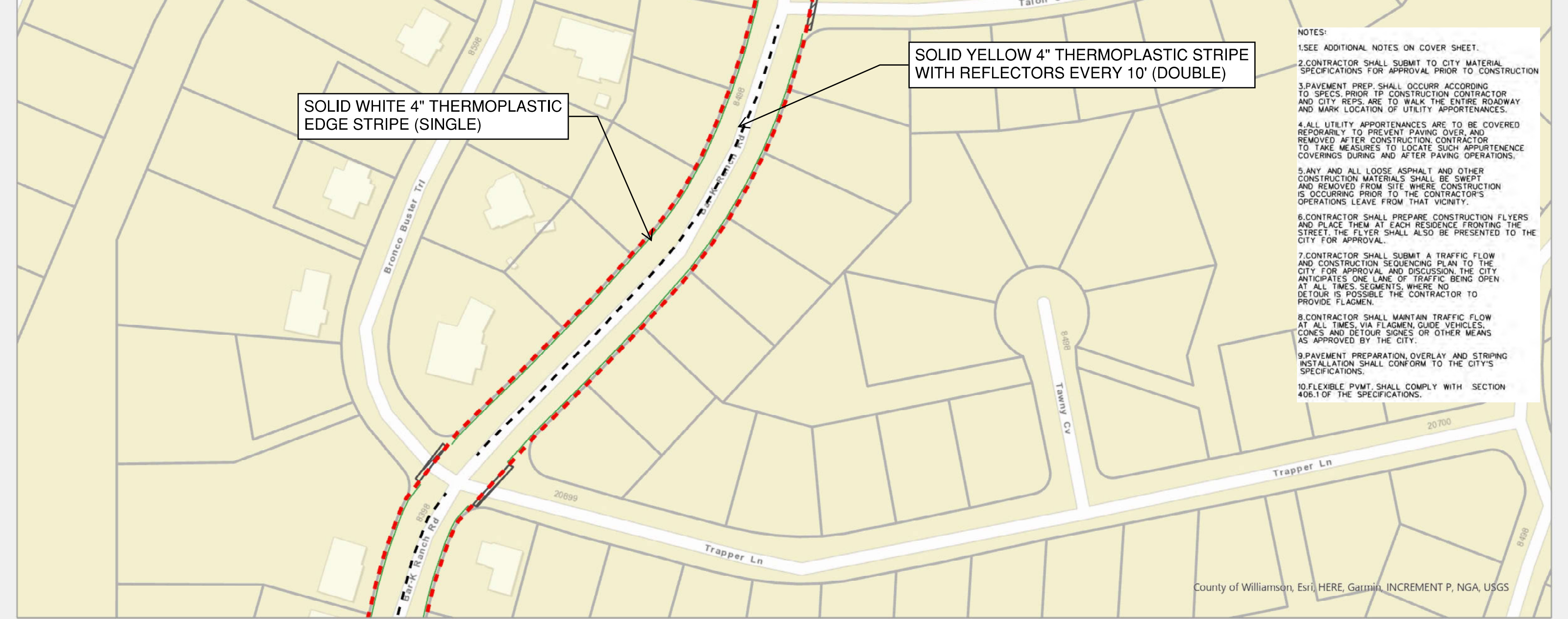
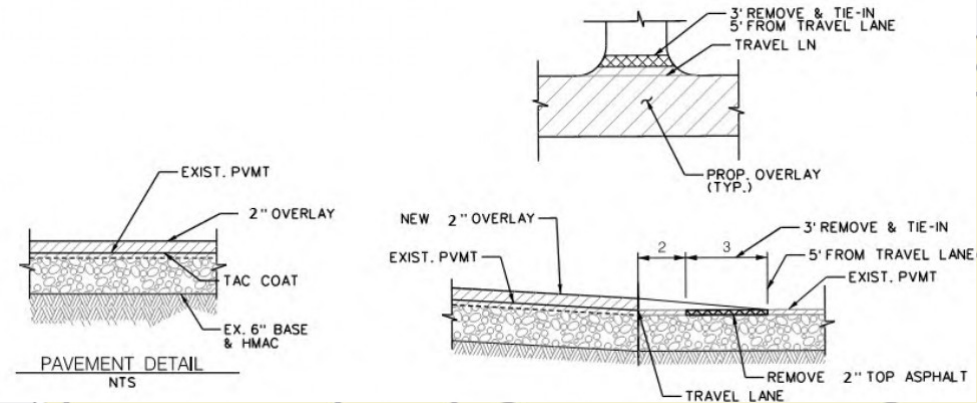
Date: 6/23/2025

Created By: SVorpahl

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Legend

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-  Fire Hydrant Reflector
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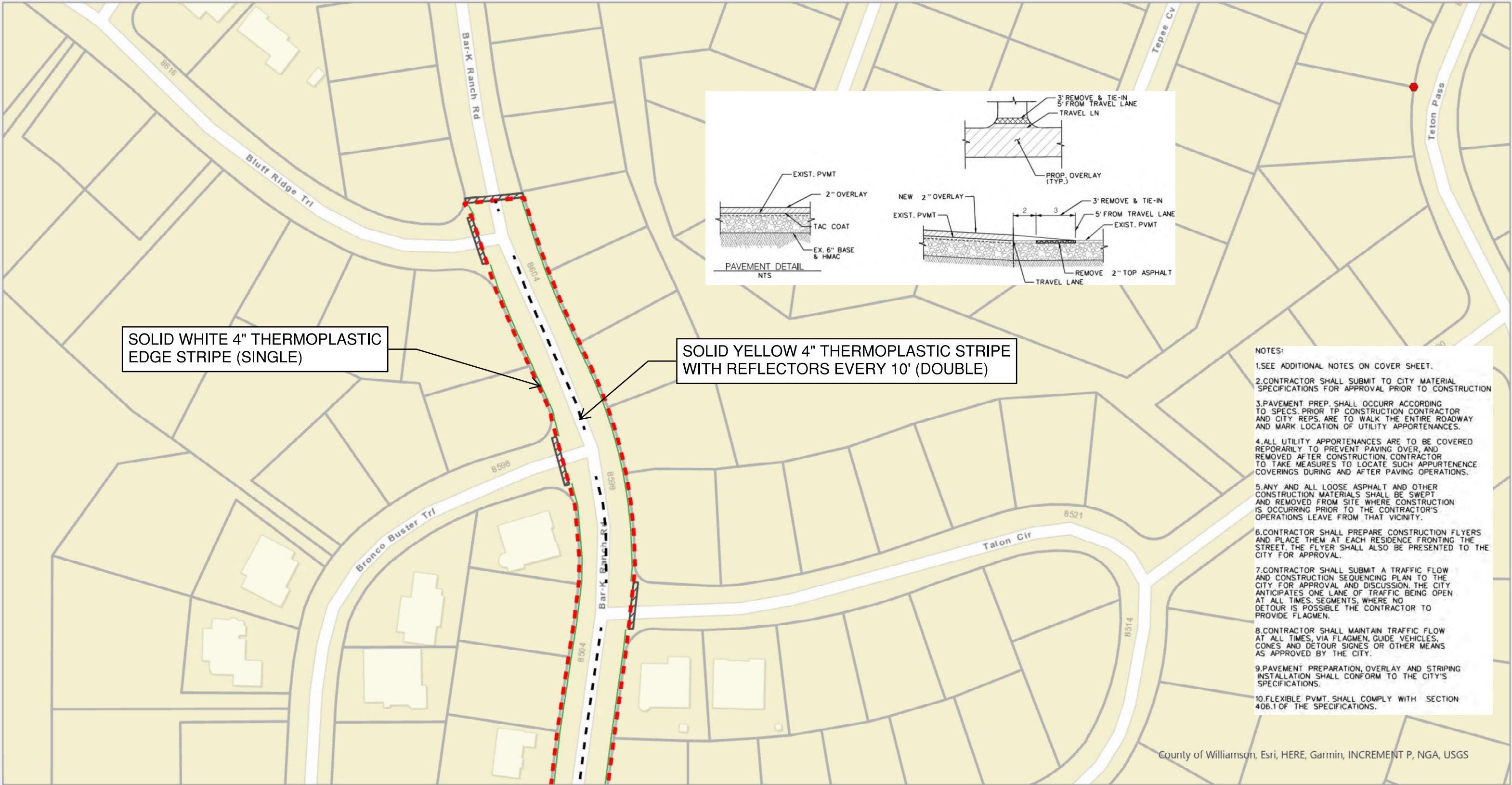
County of Williamson, Esri, HERE, Garmin, INCREMENT P, NGA, USGS

Match Line Sheet 2



Bar K Ranch Road	
Project:	Street Resurfacing Phase 2B
Date:	6/23/2025
Created By:	SVorpahl
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Legend	
	Fire Hydrant
	Fire Hydrant Reflector
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	White Travel Lane 4"
	Tax Parcel
	Street Tie-in
	Proposed Work Area
	StopBar

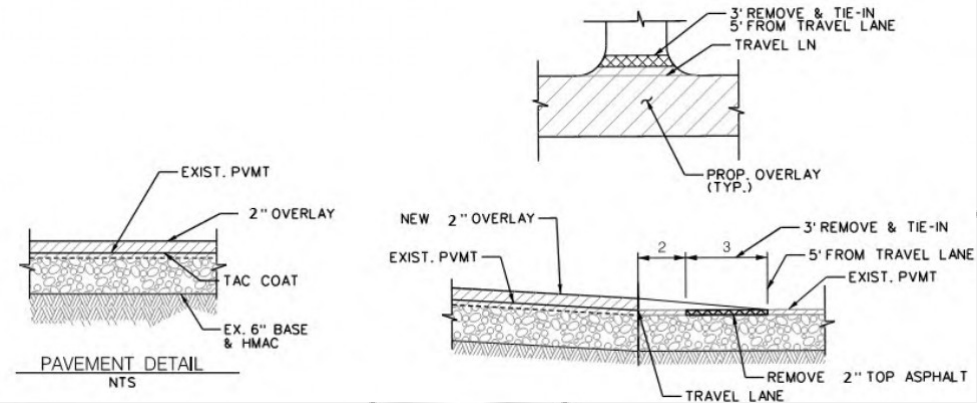


Match Line Sheet 3



Bar K Ranch Road	
Project: Street Resurfacing Phase 2B	
Date: 6/23/2025	
Created By: SVorpahl	
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Legend	
	Fire Hydrant
	Fire Hydrant Reflector
	Yellow Centerline 4"
	White Travel Lane 4"
	Tax Parcel
	Street Tie-in
	Proposed Work Area
	StopBar



Mockingbird St.

Dove Rd.

Cardinal Ave.

Blue Lake Dr.

- NOTES:
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N



1 inch = 50 feet

Blue Lake Dr.

Project: Street Resurfacing Phase 2B

Date: 7/15/2025

Created By: SVorpahl

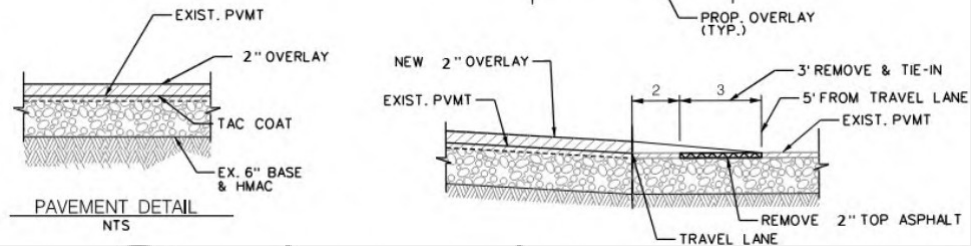
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Legend

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- Fire Hydrant Reflector
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- StopBar

Bluff Ridge Cv.

Bluff Ridge Trl.



- NOTES:
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Legend

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Bluff Ridge Trl.

Project: Street Resurfacing Phase 2B

Date: 7/21/2025

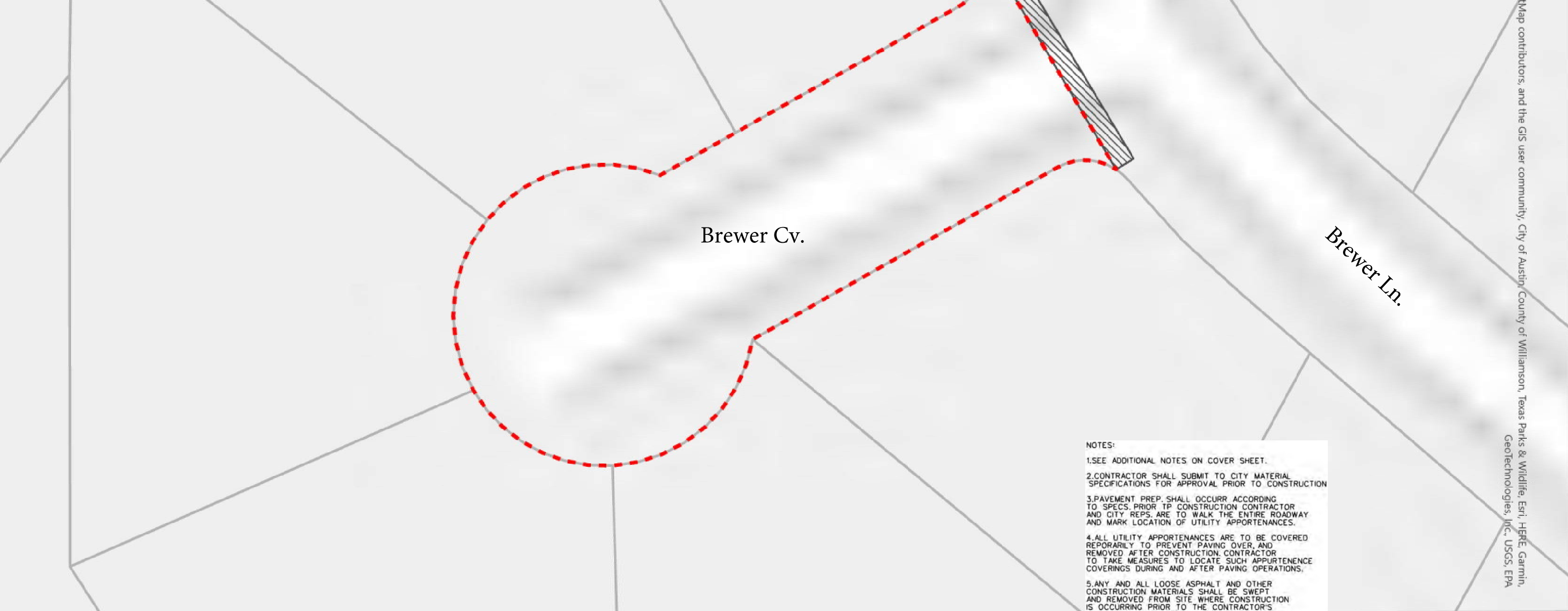
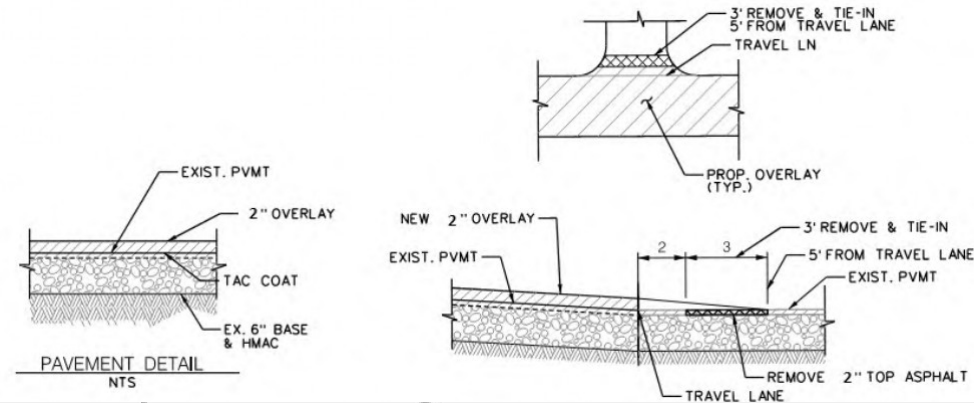
Created By: SVorpahl

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N



1 inch = 50 feet



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North arrow pointing up and slightly to the right.

1 inch = 25 feet

Brewer Cv.

Project: Street Resurfacing Phase 2B

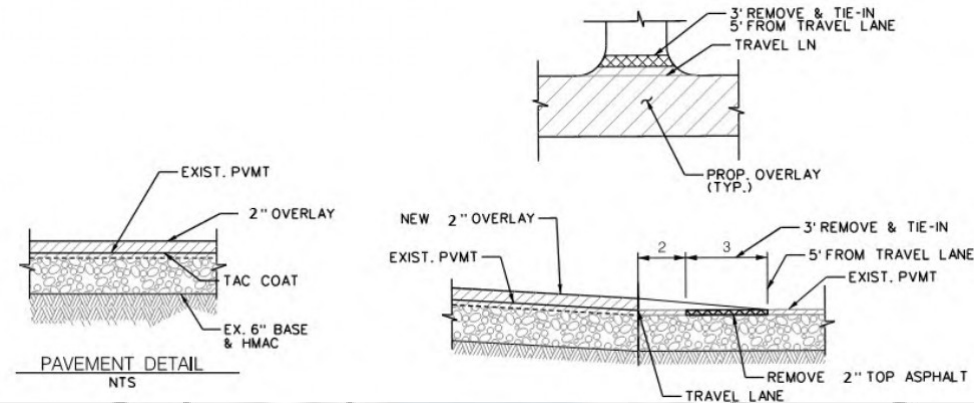
Date: 7/15/2025

Created By: SVorpahl

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- Yellow Centerline 4"
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- Street Tie-in
- Proposed Work Area
- StopBar



SOLID WHITE 24" x 12' THERMOPLASTIC MARKER (STOP BAR)

Wagon Wheel

Bonanza St.

Canyon Dr.

Lago Vista Way

NOTES:

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1 inch = 100 feet

Canyon Dr.

Project: Street Resurfacing Phase 2B

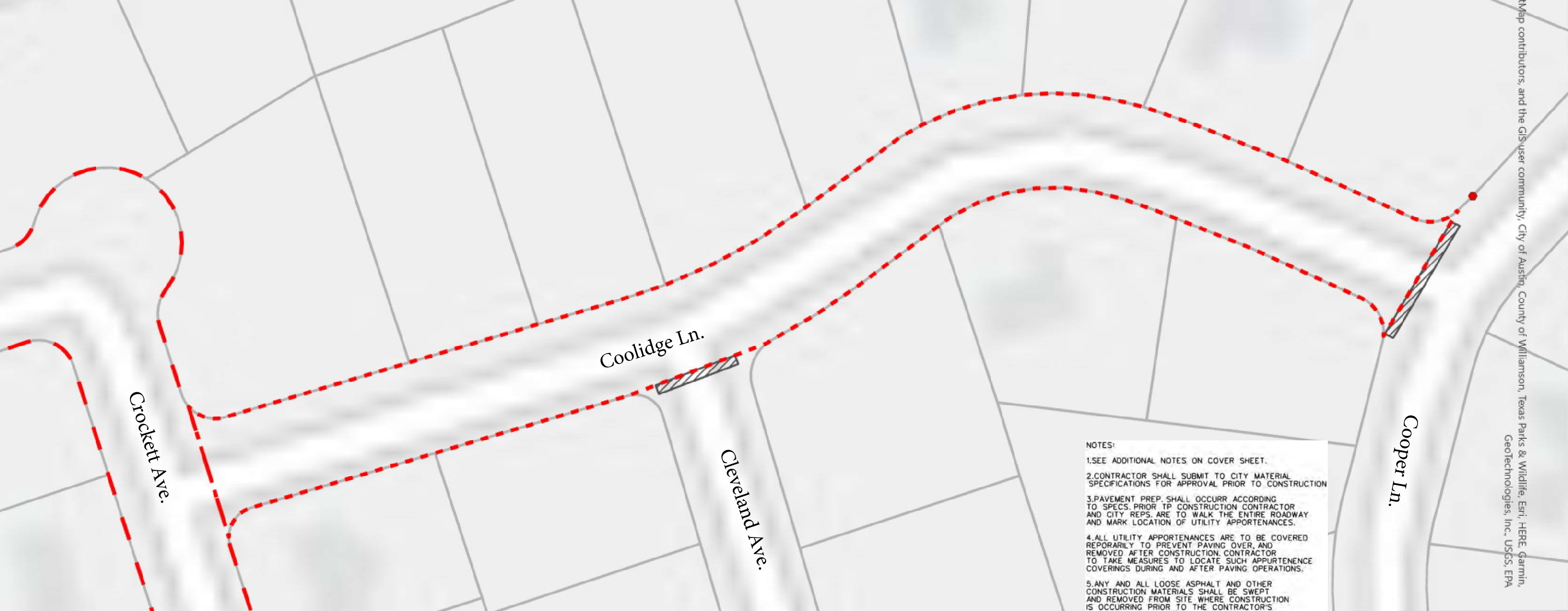
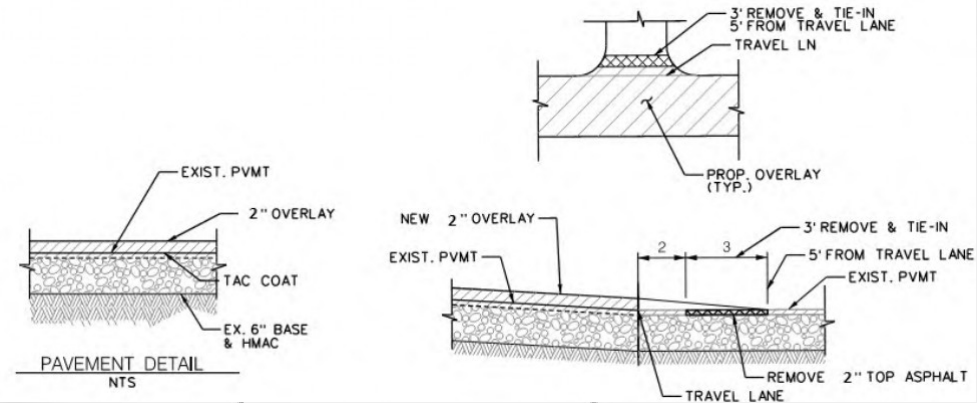
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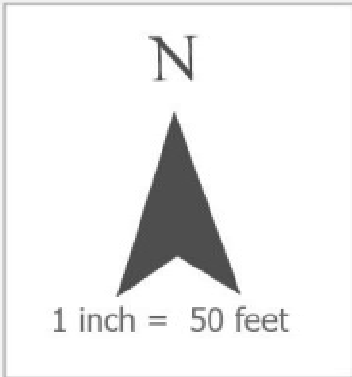
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- Street Tie-in
- Proposed Work Area
- StopBar



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Coolidge Ln.

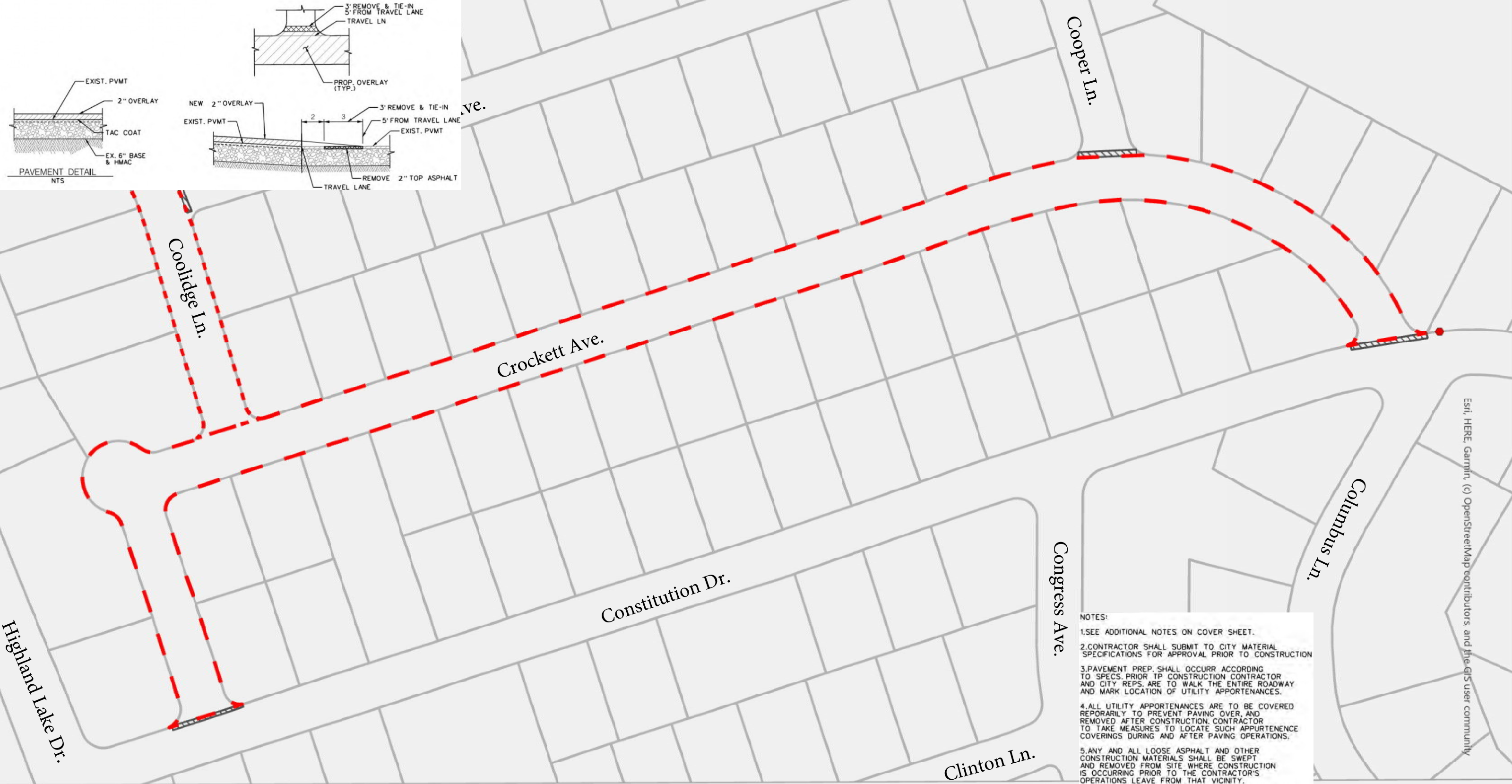
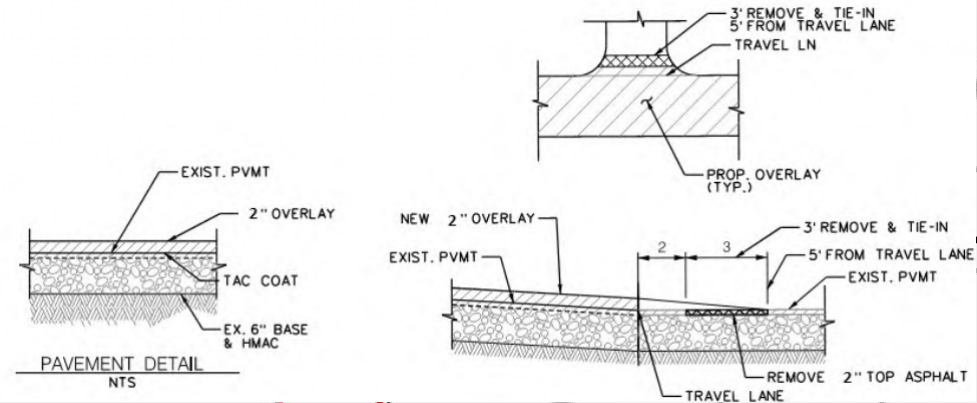
Project: Street Resurfacing Phase 2B

Date: 7/21/2025

Created By: SVorpahl

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N

1 inch = 100 feet

Crockett Ave.

Project: Street Resurfacing Phase 2B

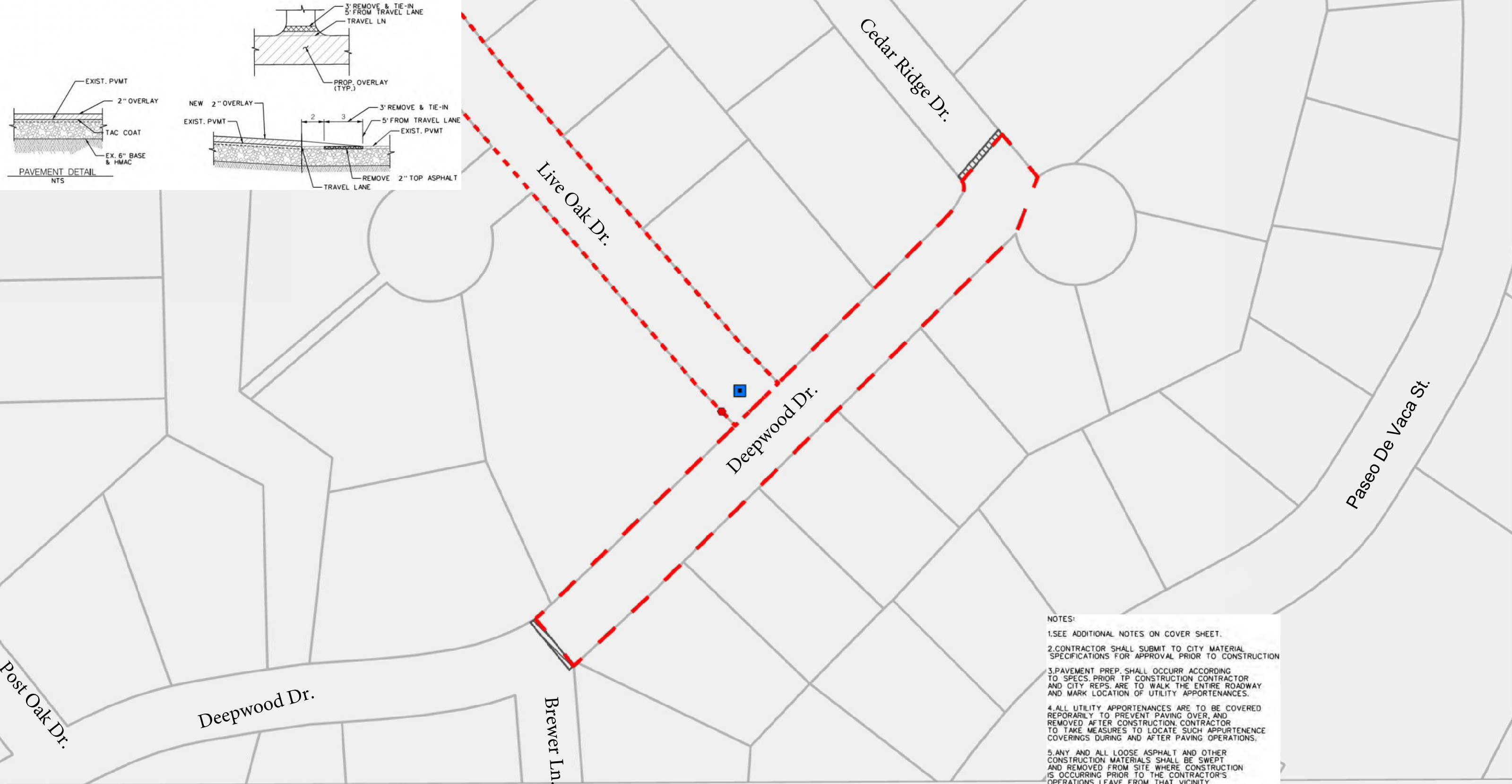
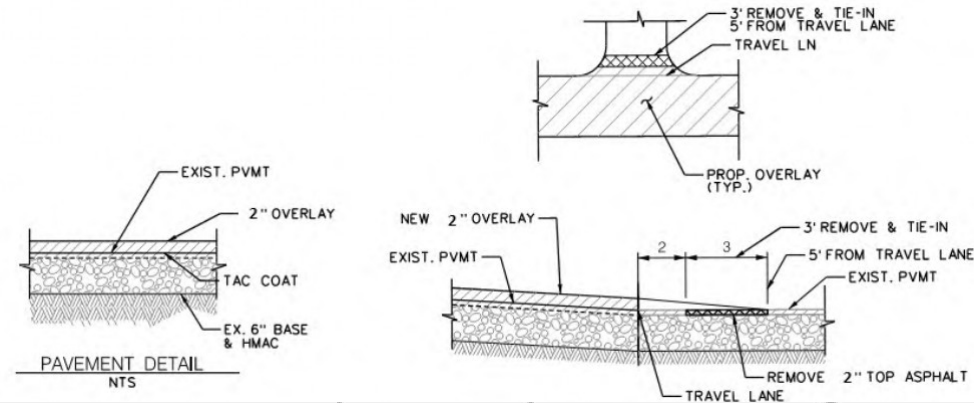
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N

1 inch = 75 feet

Deepwood Dr.

Project: Street Resurfacing Phase 2B

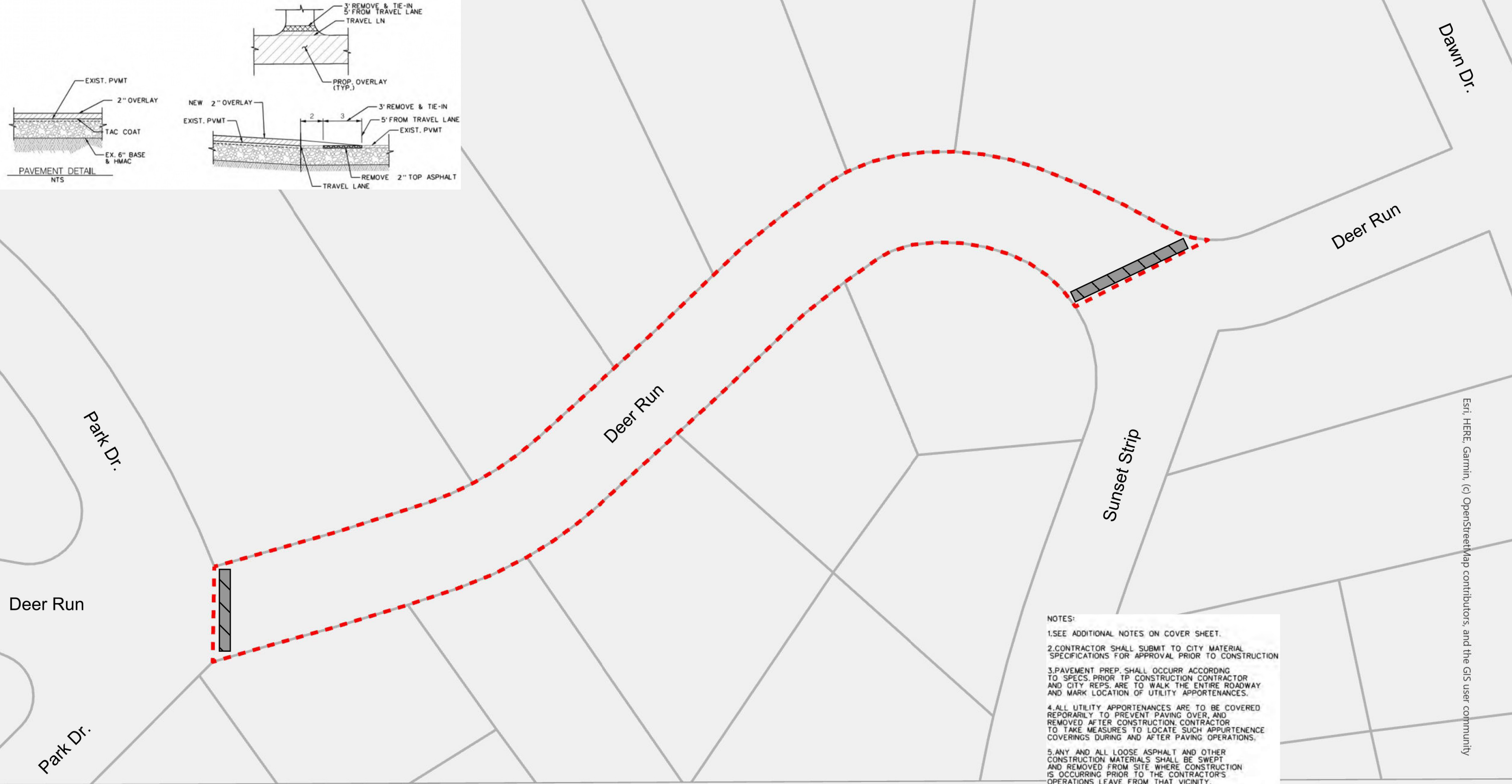
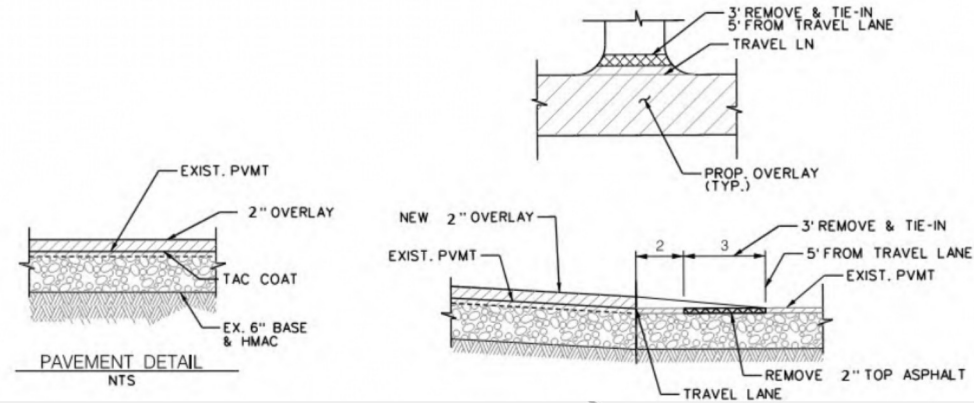
Date: 7/23/2025

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N

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Deer Run

Project: Street Resurfacing Phase 2B

Date: 7/21/2025

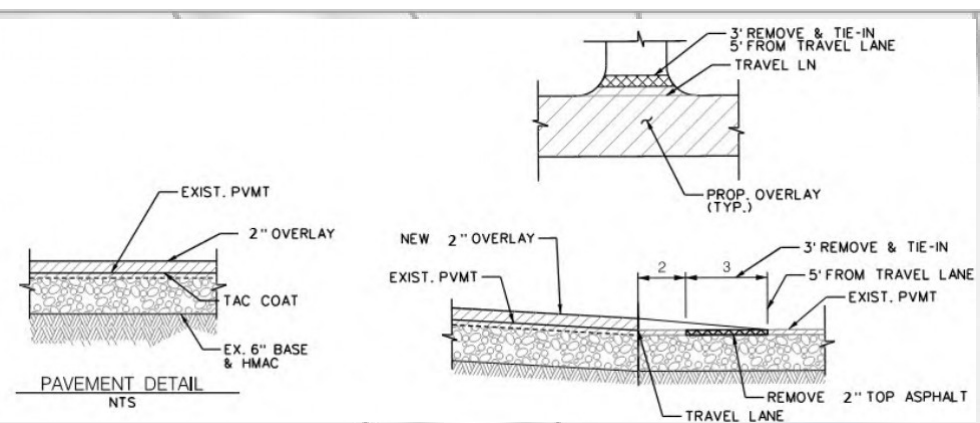
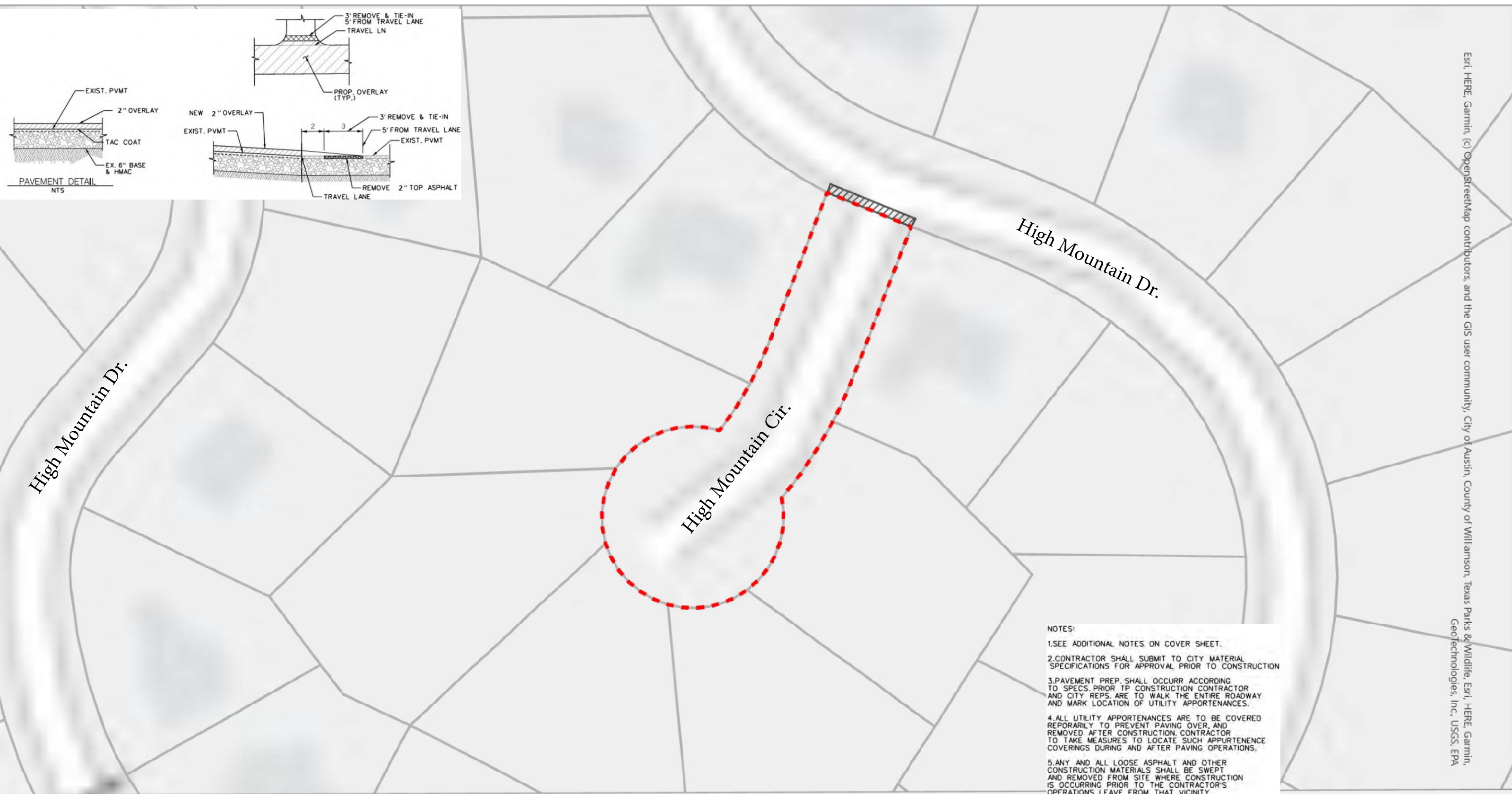
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Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community



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High Mountain Cir.

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Fire Hydrant Reflector

Yellow Centerline 4"

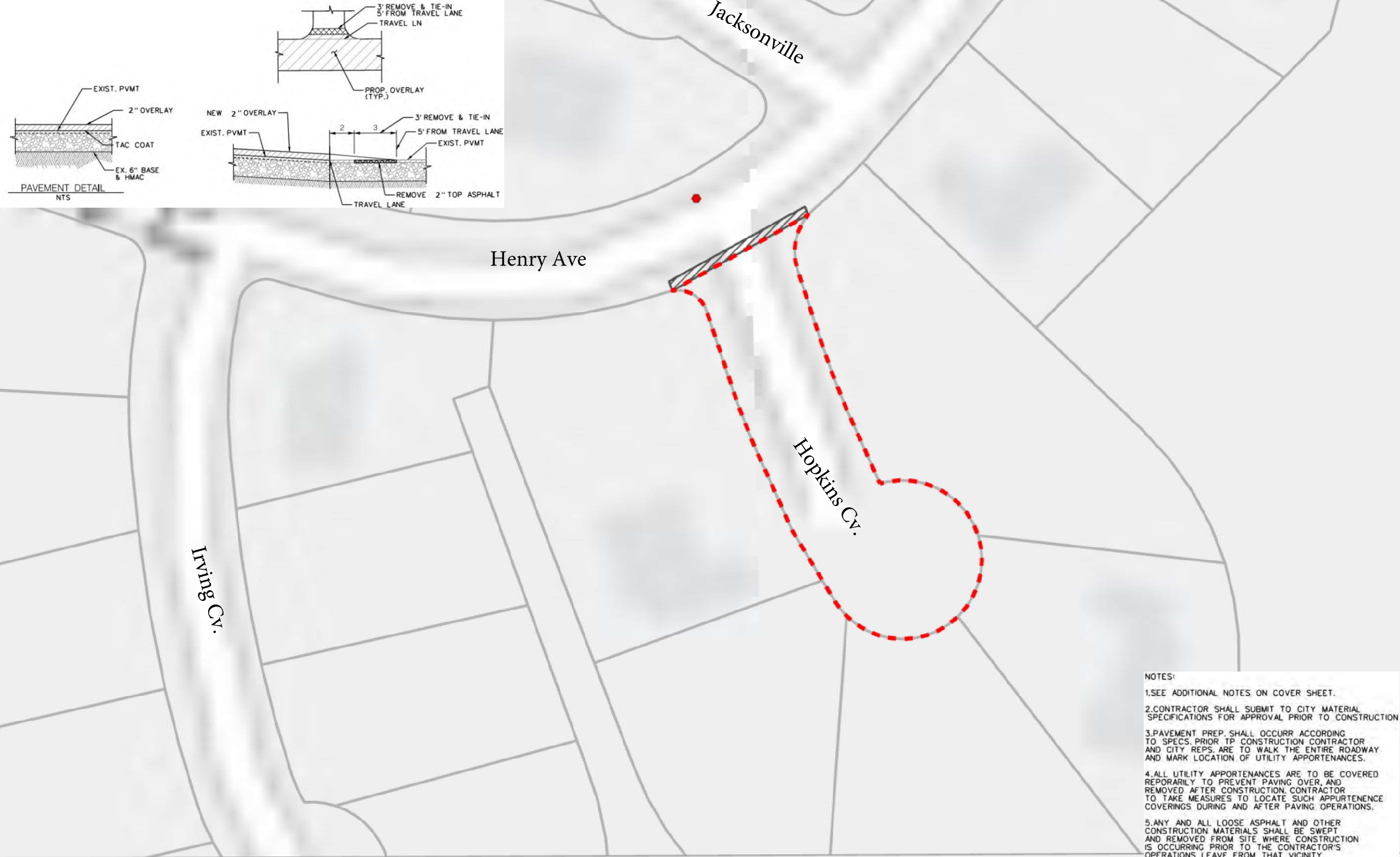
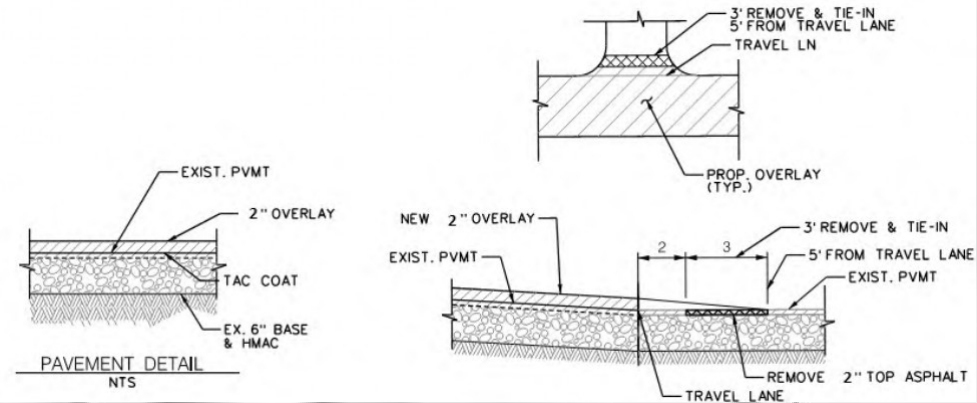
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Hopkins Cv.

Project: Street Resurfacing Phase 2B

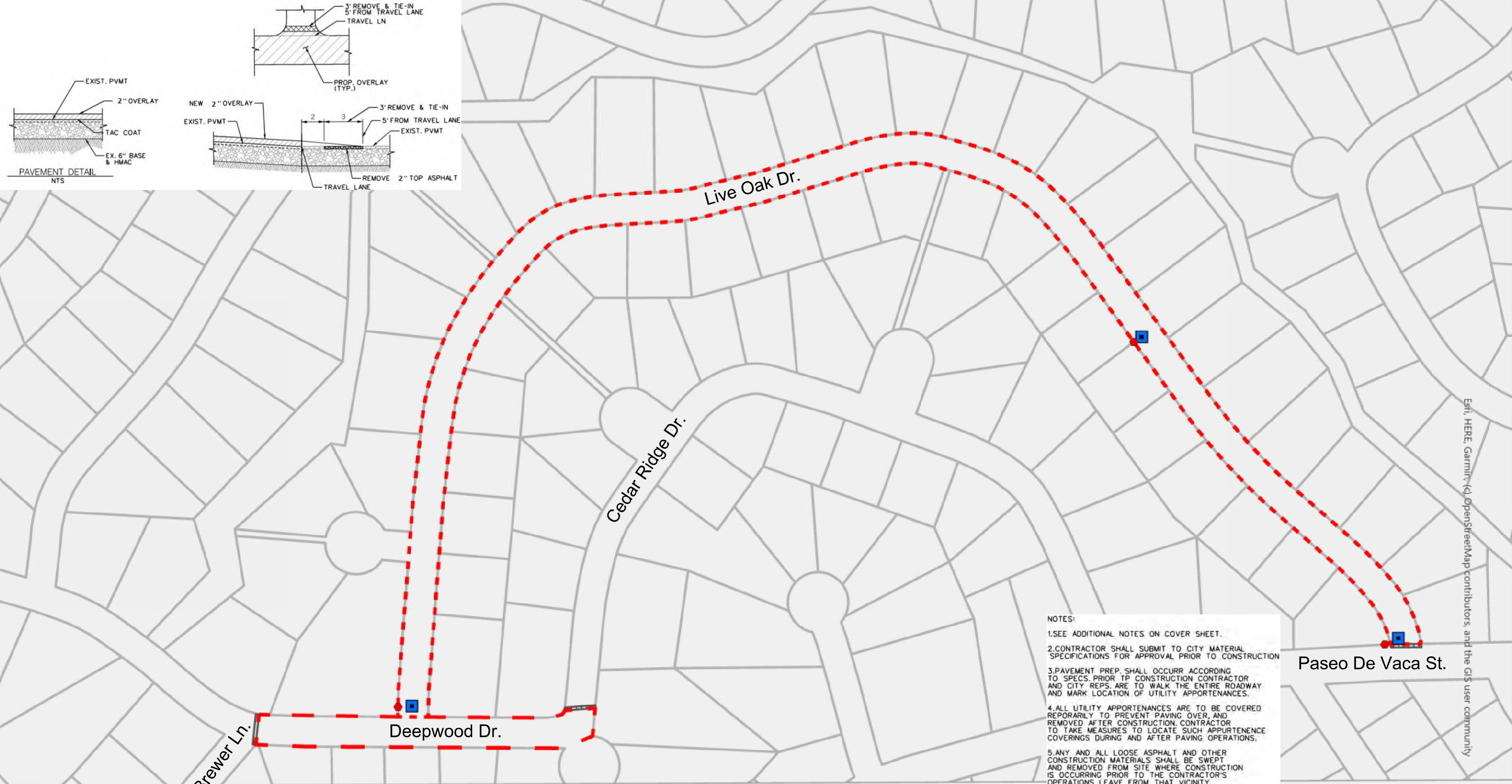
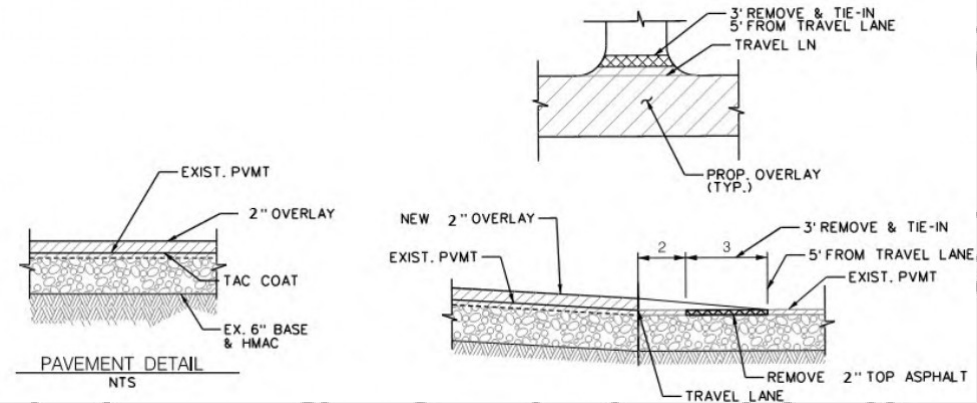
Date: 7/15/2025

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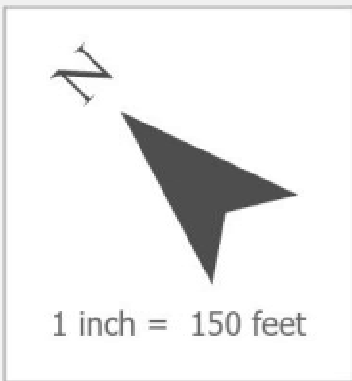
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Live Oak Dr.

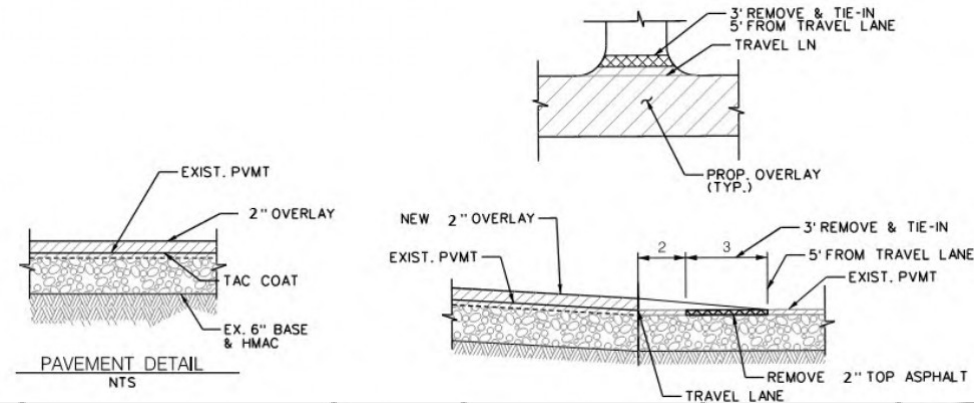
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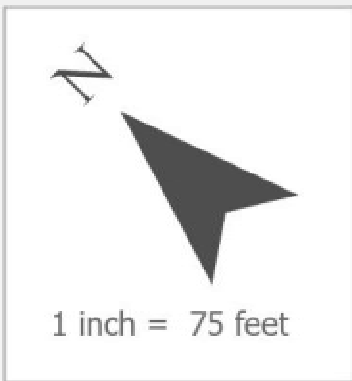
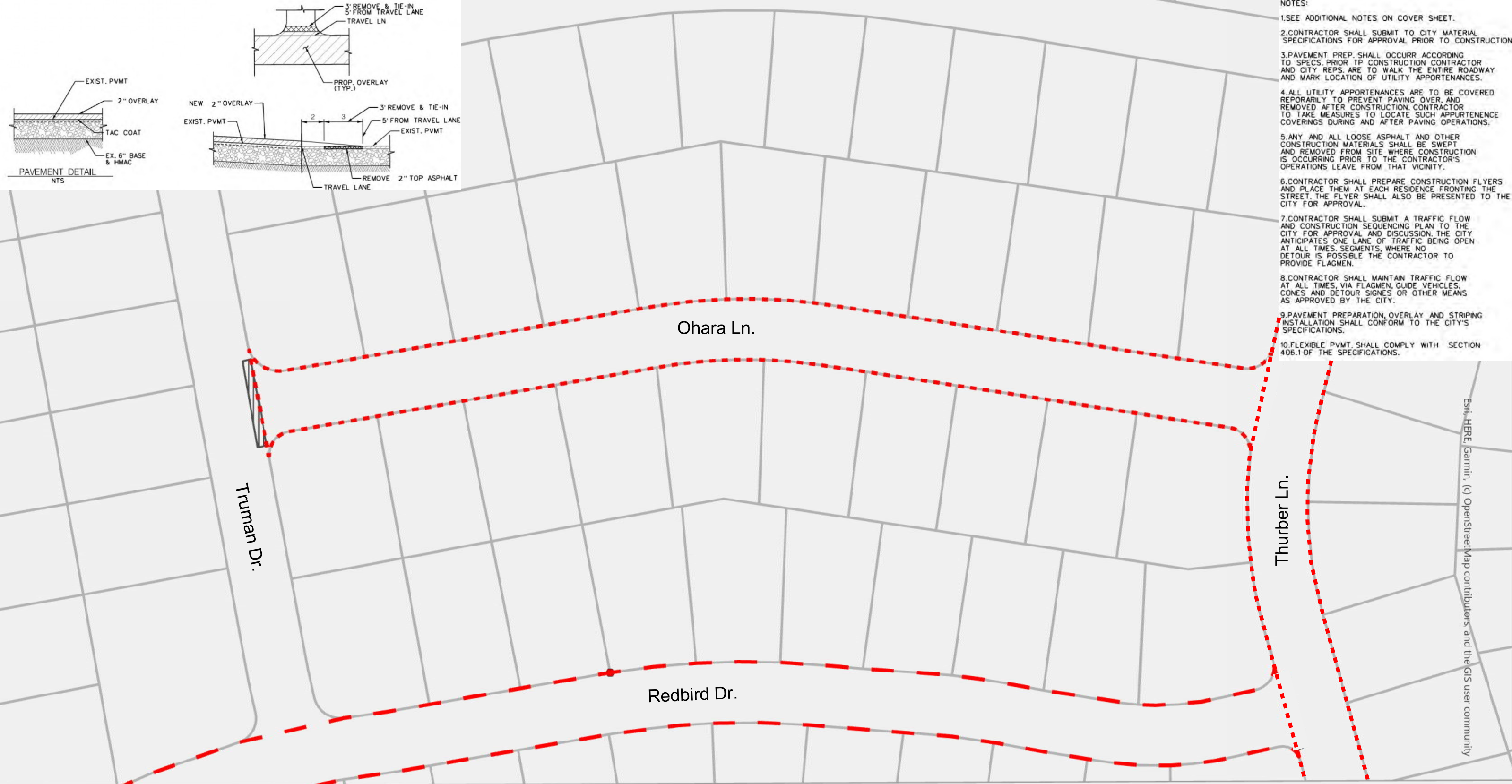
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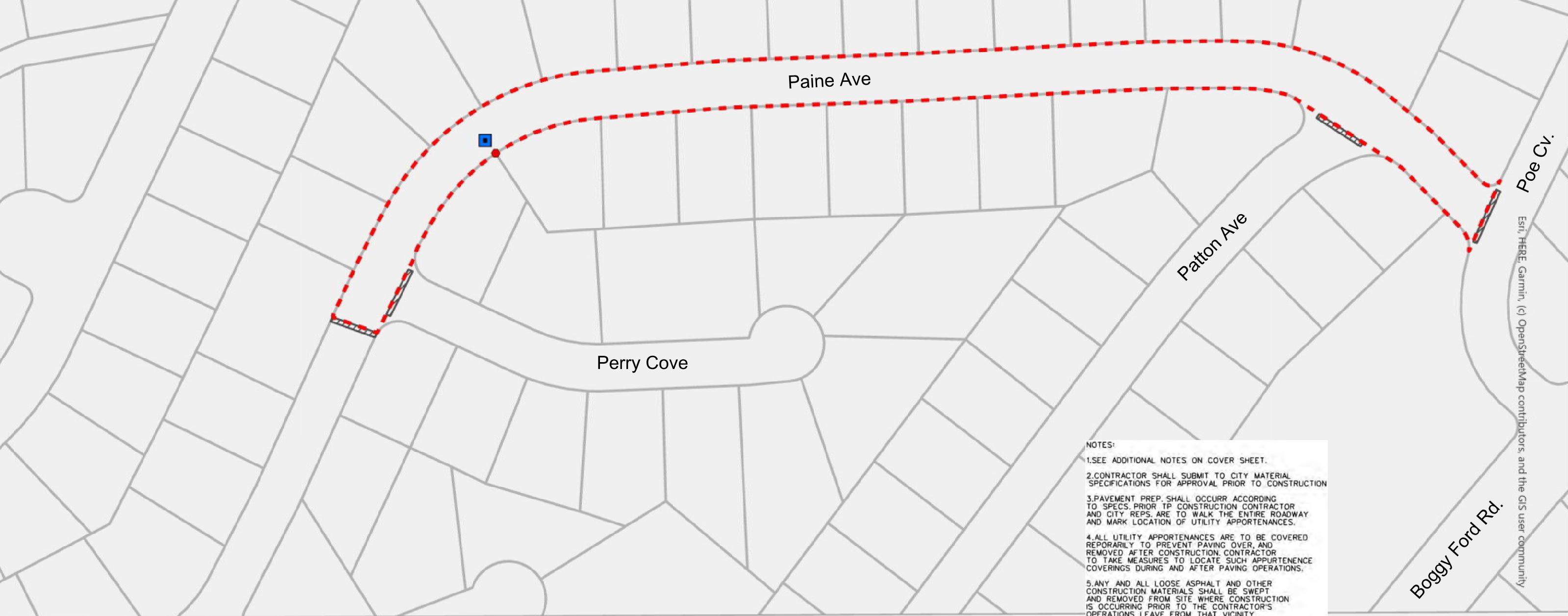
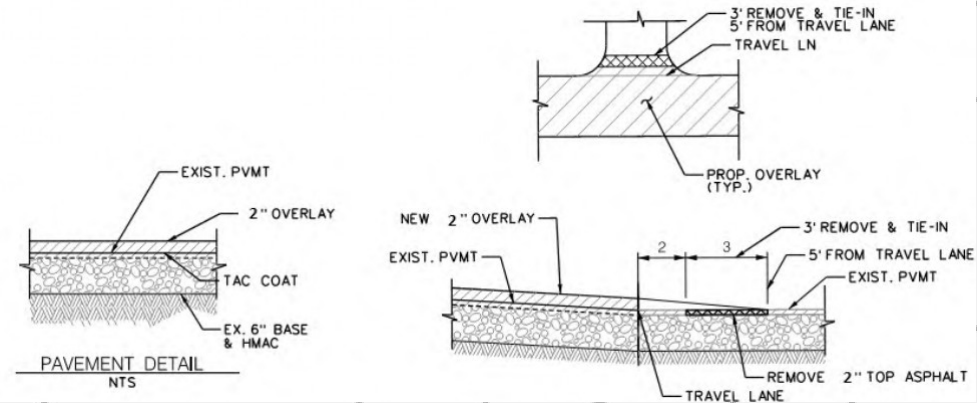
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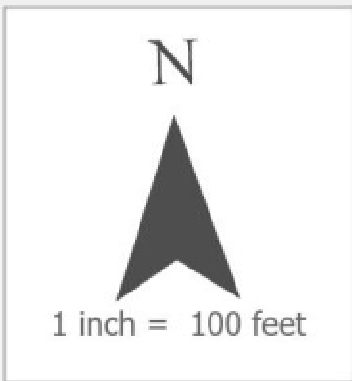
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Paine Ave.

Project: Street Resurfacing Phase 2B

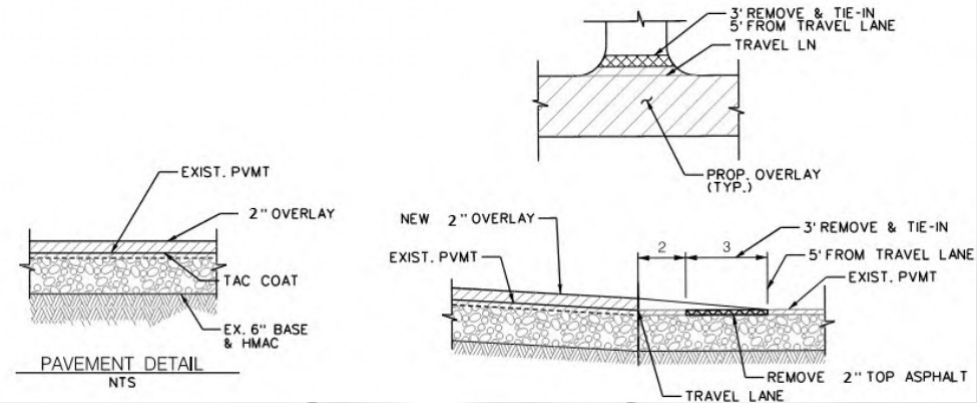
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Plymouth Cv.

Project: Street Resurfacing Phase 2B

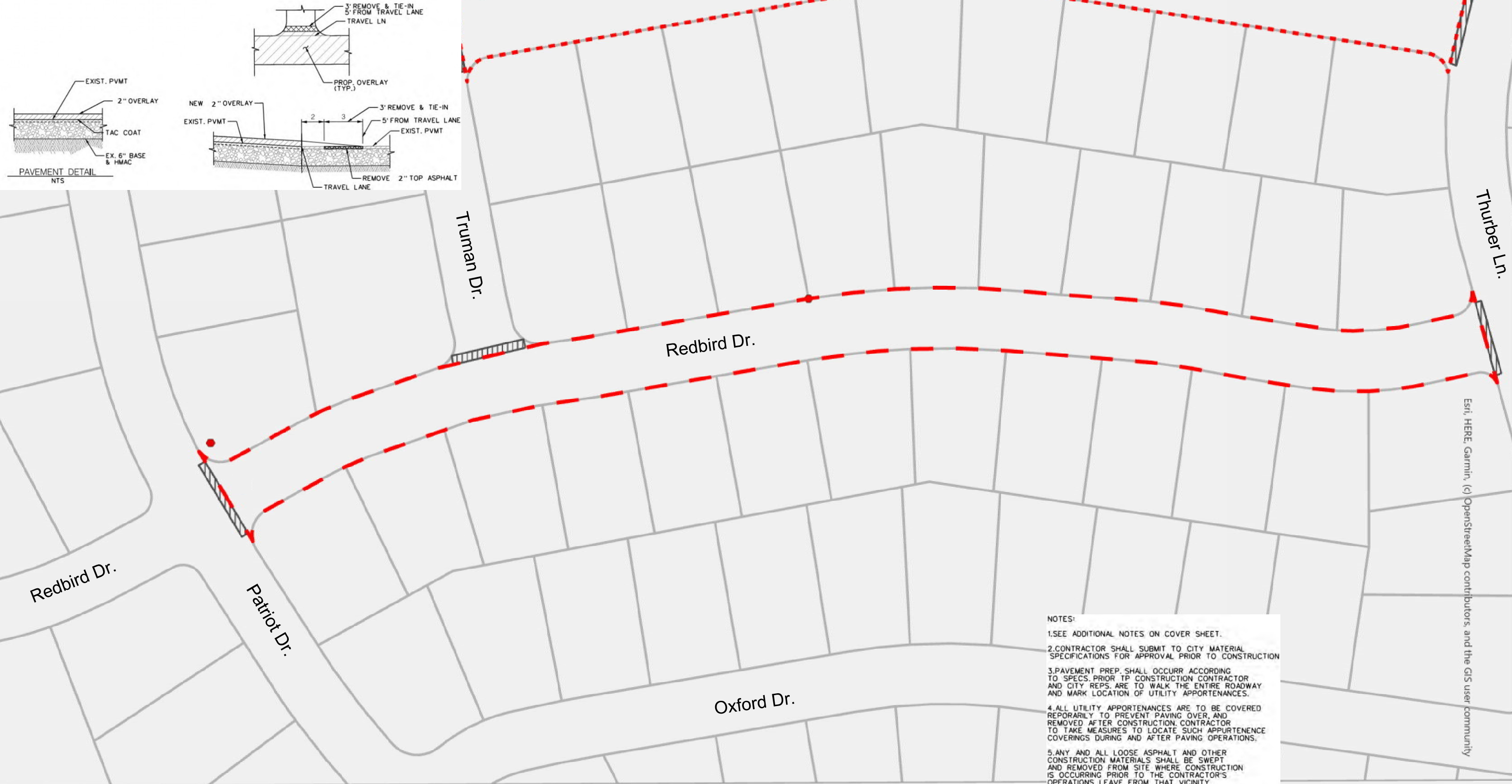
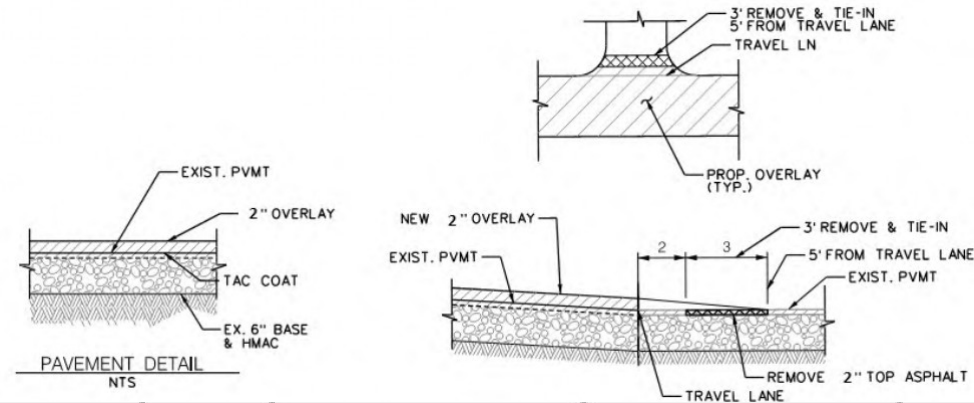
Date: 7/15/2025

Created By: SVorpahl

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Legend

- Fire Hydrant
- Fire Hydrant Reflector
- Yellow Centerline 4"
- White Travel Lane 4"
- Tax Parcel
- Street Tie-in
- Proposed Work Area
- StopBar



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N

1 inch = 75 feet

Redbird Dr.

Project: Street Resurfacing Phase 2B

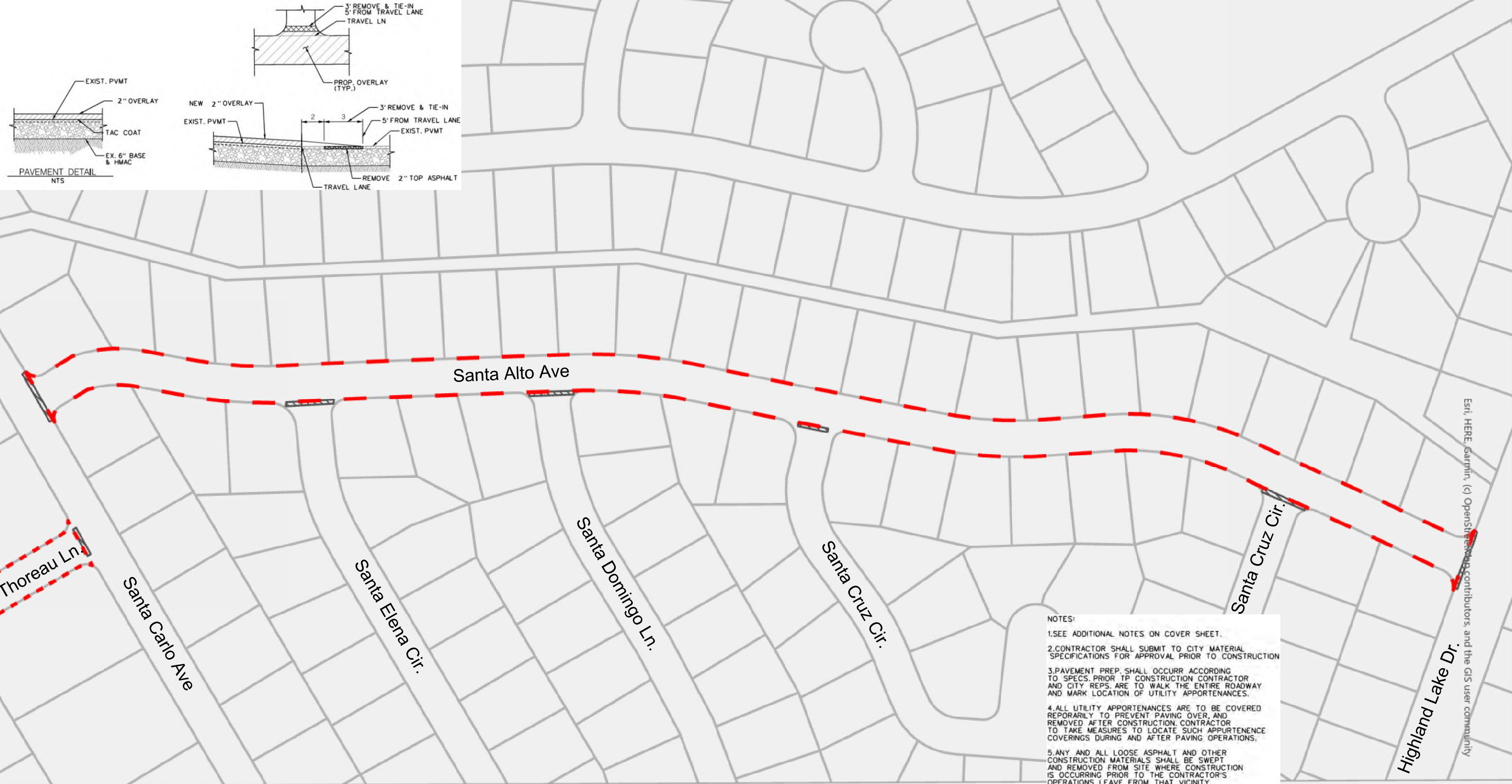
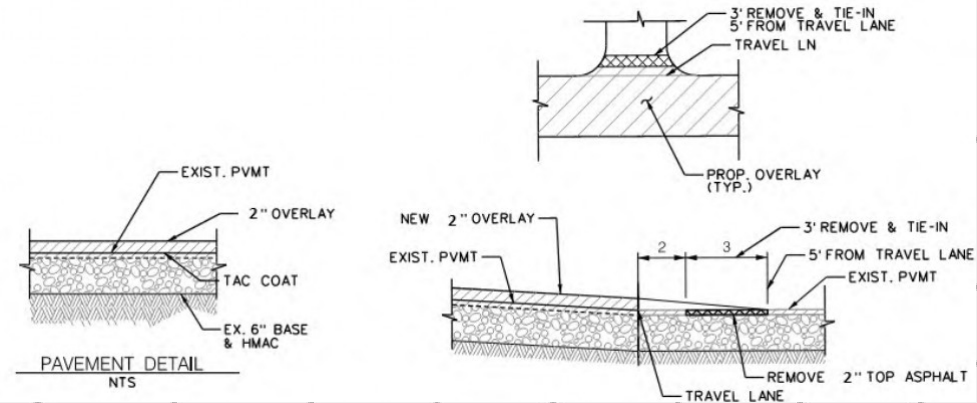
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N

1 inch = 125 feet

Santa Alto Ave.

Project: Street Resurfacing Phase 2B

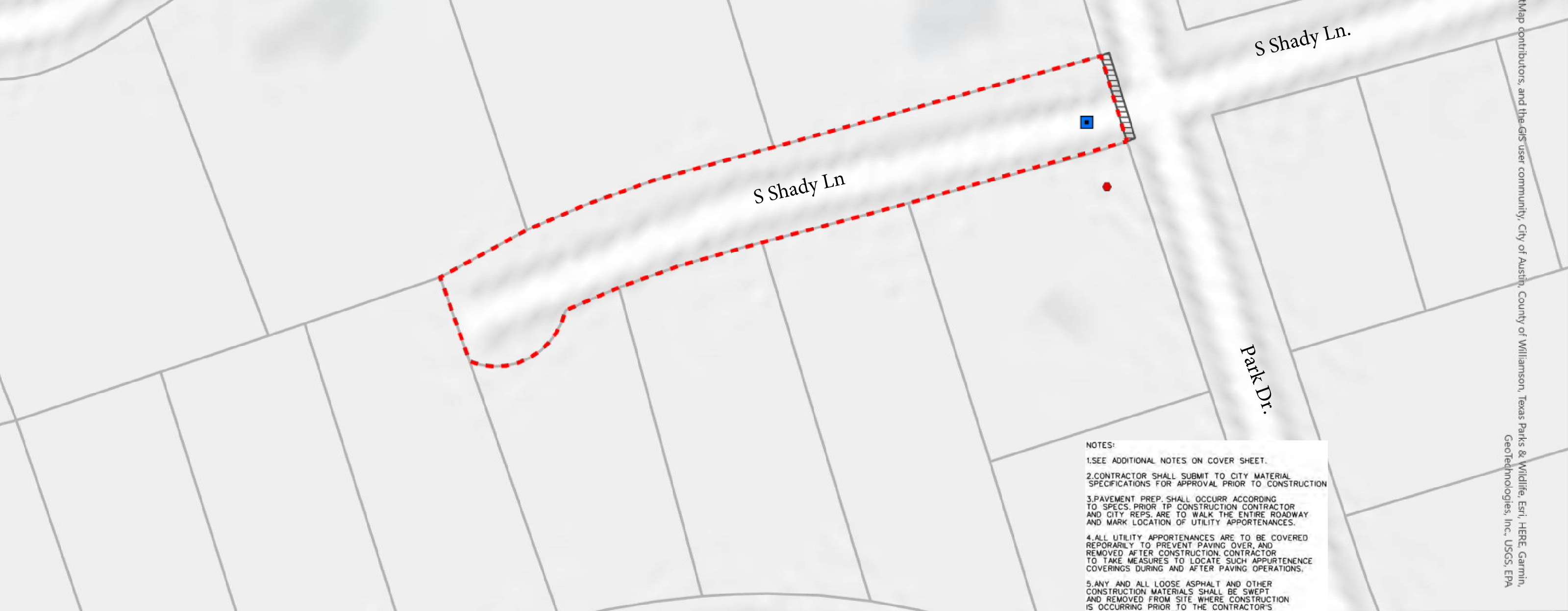
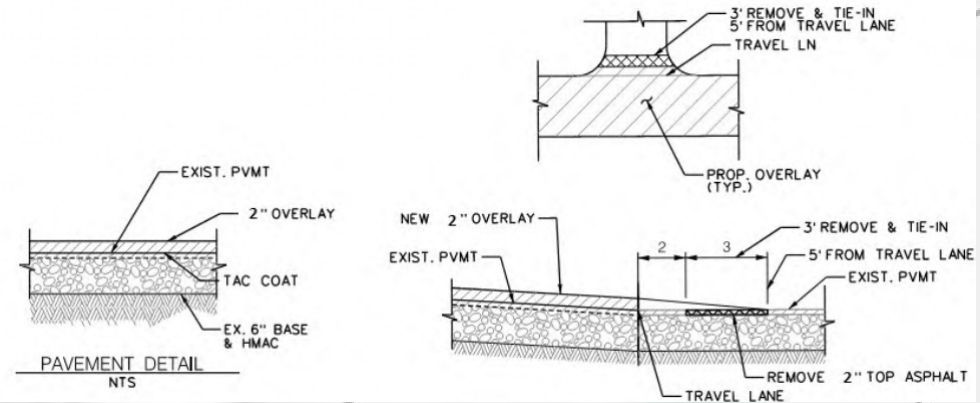
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1 inch = 53 feet

Shady Ln. South

Project: Street Resurfacing Phase 2B

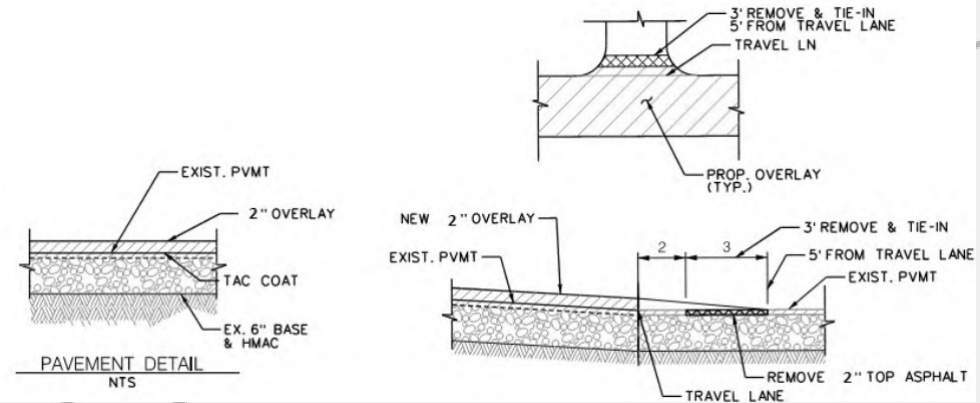
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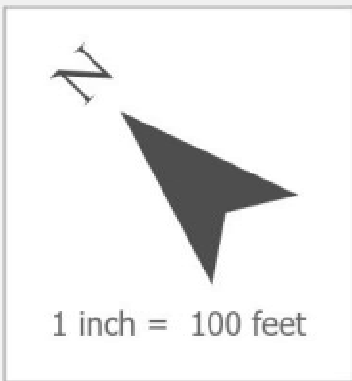
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Stone Cliff Dr.

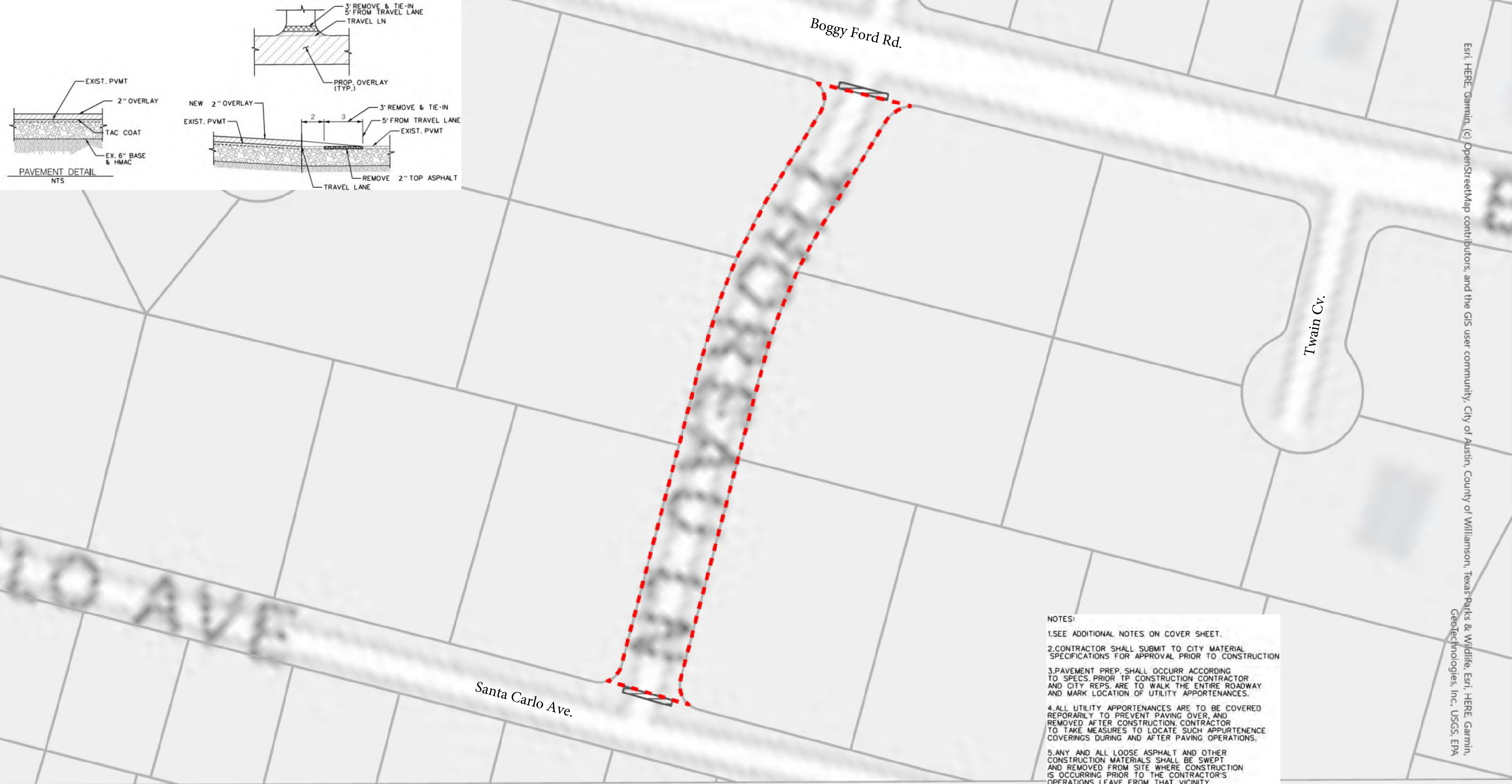
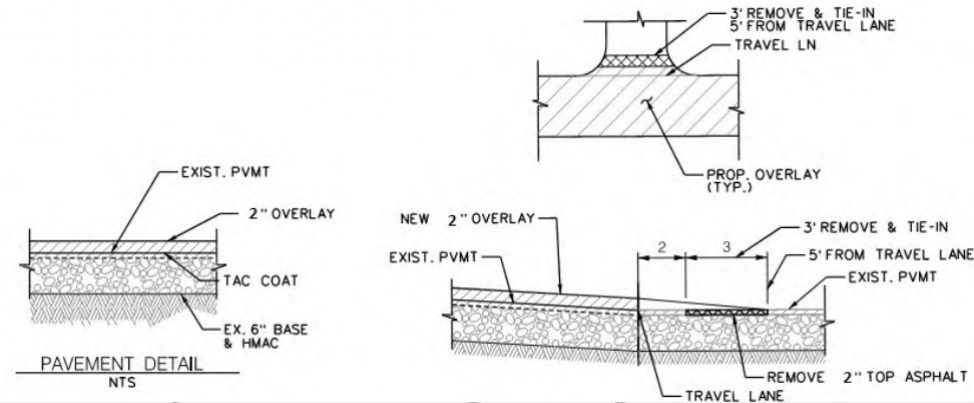
Project: Street Resurfacing Phase 2B

Date: 7/21/2025

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1 inch = 75 feet

Thoreau Ln. South

Project: Street Resurfacing Phase 2B

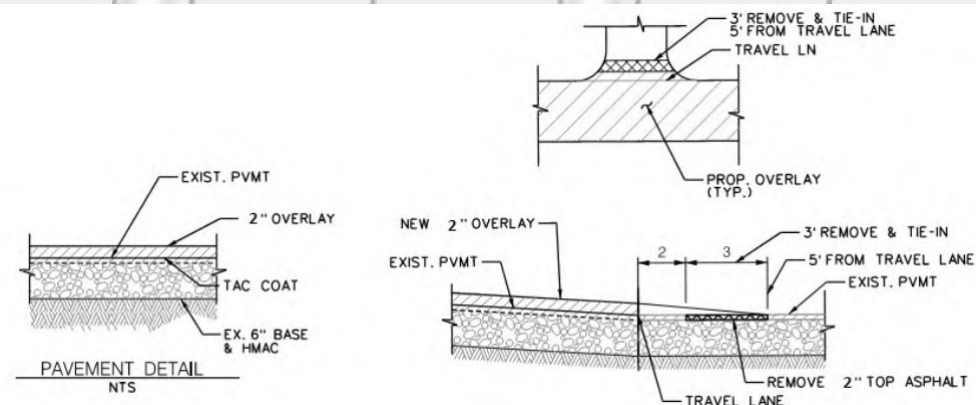
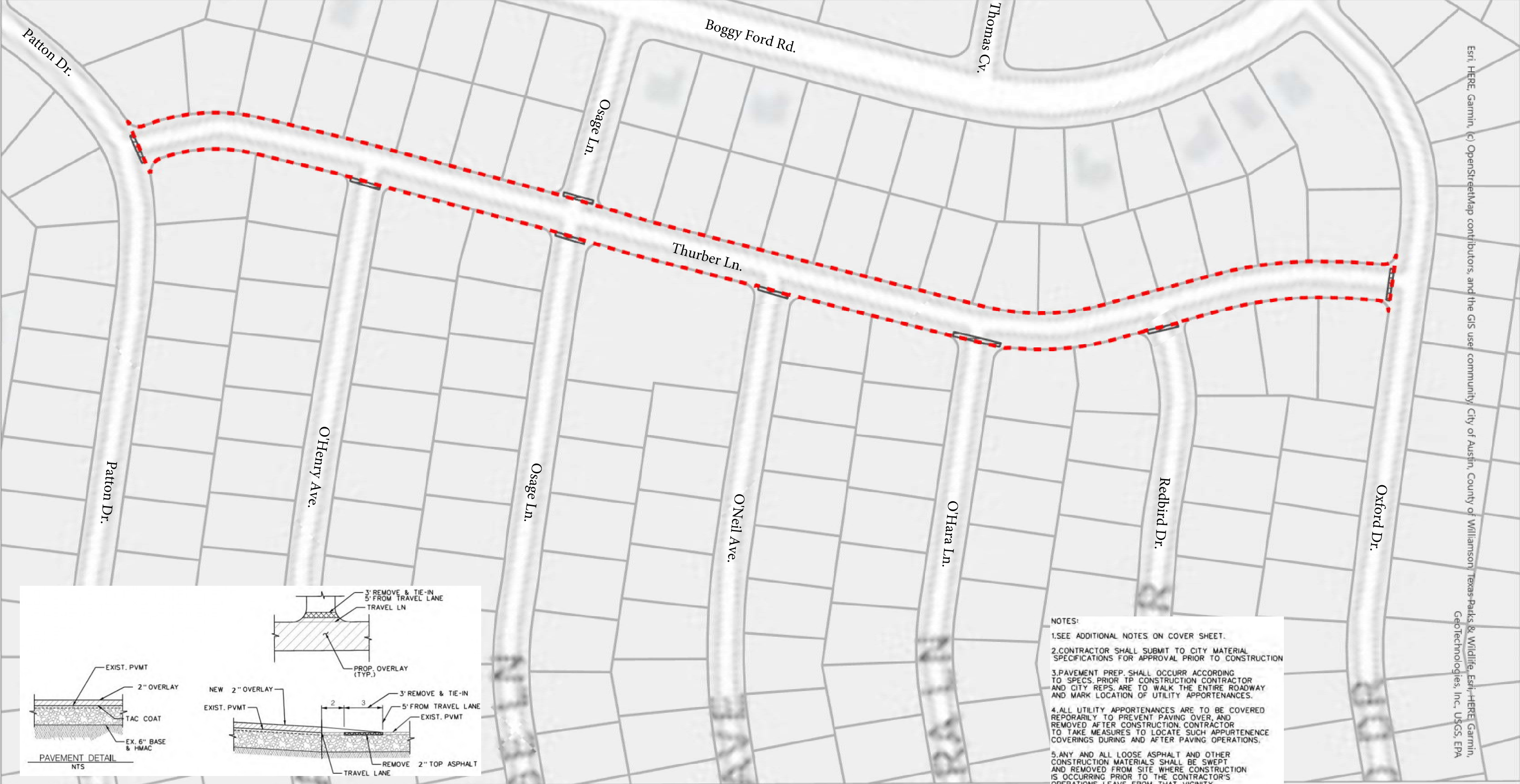
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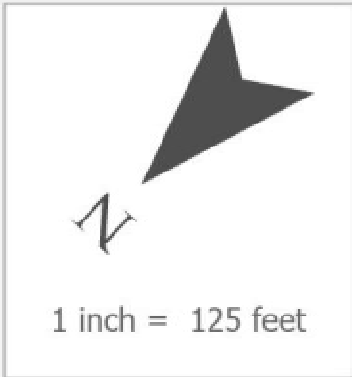
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Thurber Ln.

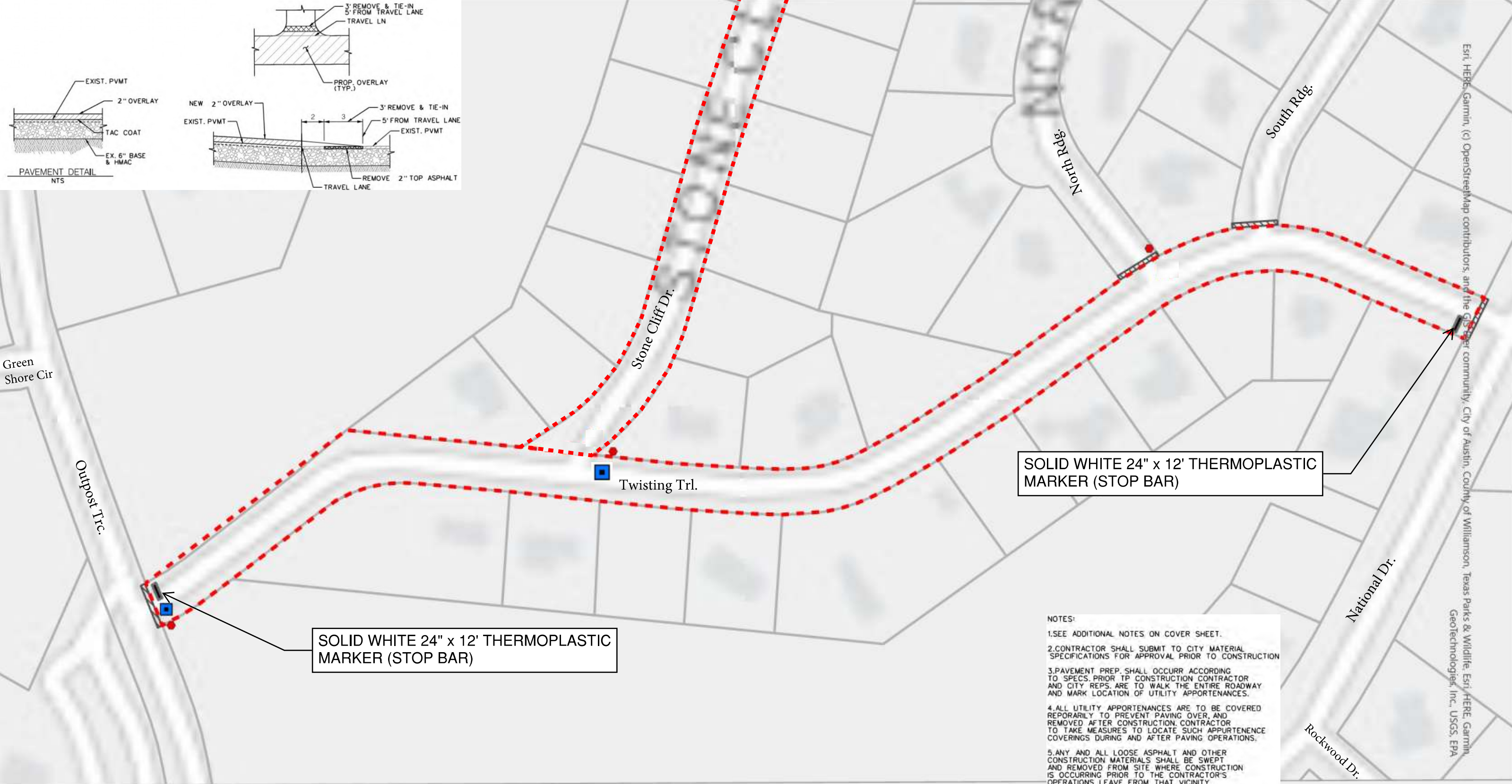
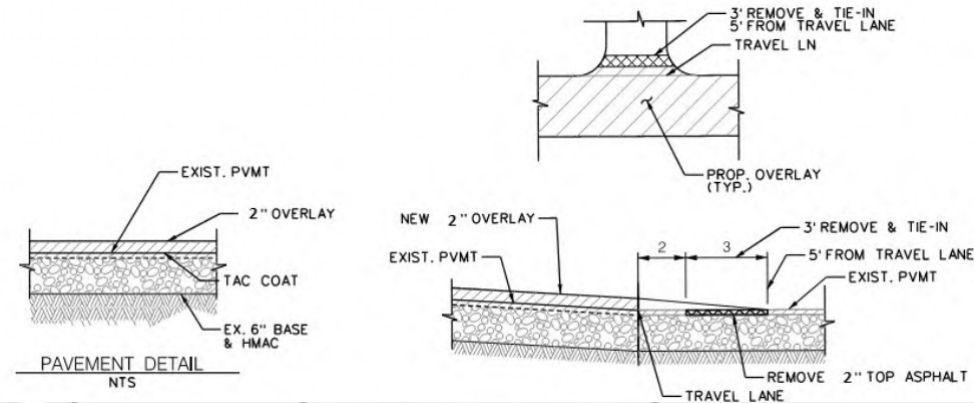
Project: Street Resurfacing Phase 2B

Date: 7/17/2025

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1 inch = 100 feet

Twisting Trl. North

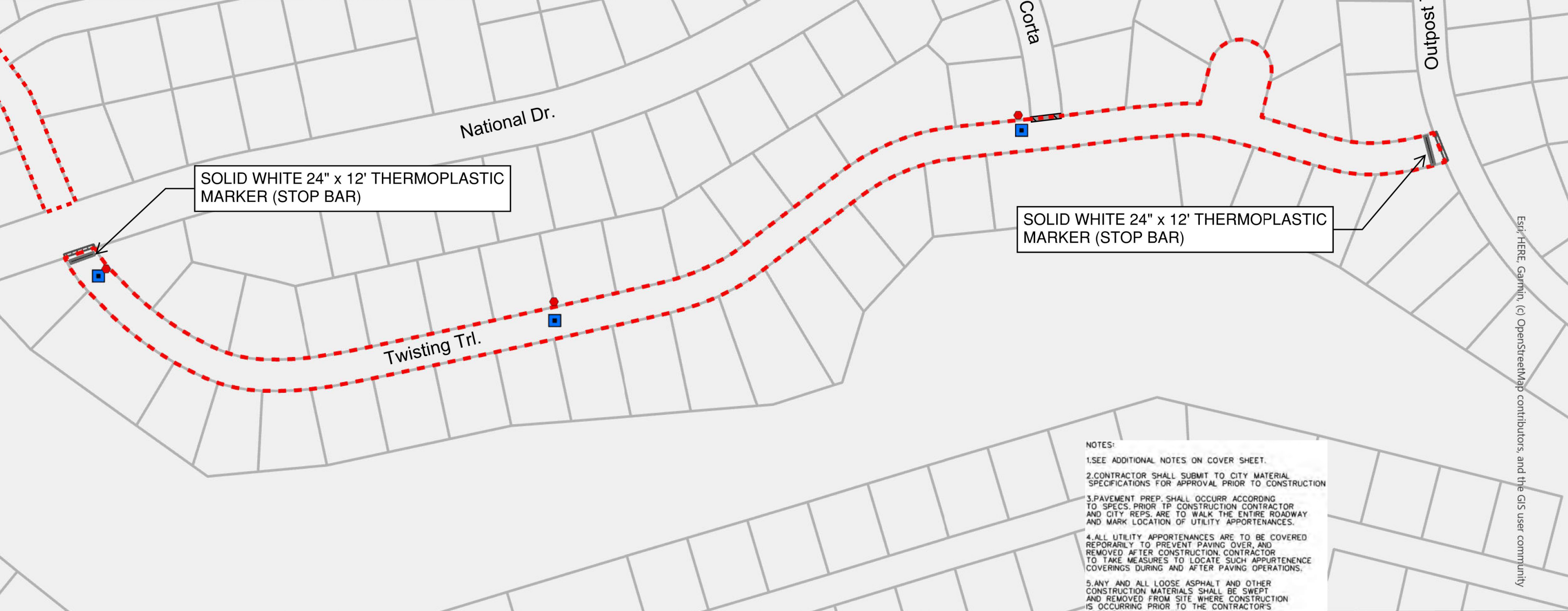
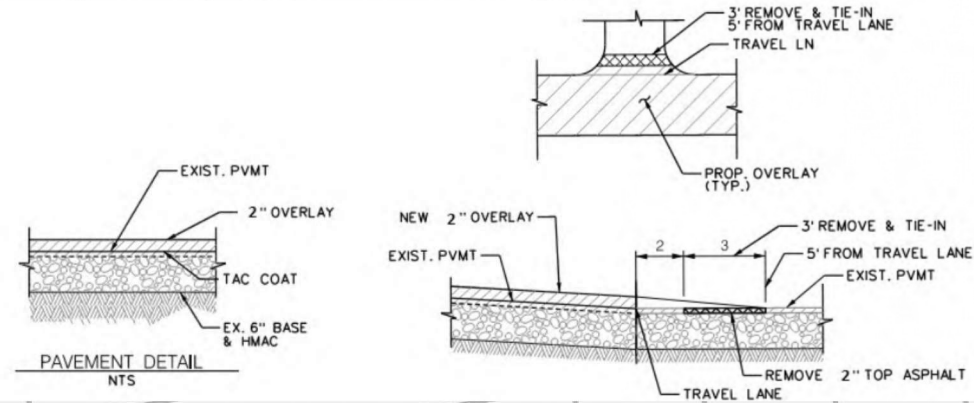
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Date: 7/10/2025

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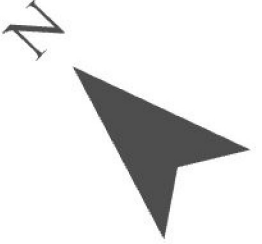
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Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

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1 inch = 150 feet

Twisting Trail South

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Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 7, 2025

SUBMITTED BY: Charles West, City Manager

SUBJECT: Discussion, consideration, and possible action authorizing the City Manager to authorize Freese and Nichols, the City of Lago Vista Consulting Engineer Firm to perform a Development Code Review and Diagnostic Service of the City of Lago Vista's Development Codes.

BACKGROUND: Development Services continues to experience a backlog of applications and receives regular complaints and concerns from developers and citizens regarding unclear and sometimes conflicting ordinances. To address these ongoing issues, a diagnostic review conducted by an independent third party will provide a fair and unbiased assessment of our processes. This review will help identify necessary improvements and offer recommendations to enhance our efficiency, ensure consistency, and better manage the growth and stability of our community.

FINANCIAL IMPACT: \$49,845.00

RECOMMENDATION: Approve the authorization to have the Code Diagnostic and Review done.

ATTACHMENTS:
[PSA - Proposal Letter Lago Vista Code Diagnostic.pdf](#)

July 11, 2025

City of Lago Vista, Texas
Charles West, City Manager
P.O. Box 4727
Lago Vista, TX 78645

Re: Proposal for Development Code Review and Diagnostic Services

Dear Charles,

Freese and Nichols, Inc. (FNI) is pleased to submit this proposal for providing professional services to the City of Lago Vista, Texas (City) for the review of the City's current development regulations across multiple chapters of the Code of Ordinances, and preparation of a diagnostic report.

PROJECT UNDERSTANDING

It is our understanding of the scope of work under this proposal is to review several chapters of the Code of Ordinances relevant to development processes and regulations, creating a diagnostic report, in order to better streamline processes, eliminate conflicting language, improve adequacy of public facilities, align to state law and enhance built environment outcomes.

SCOPE OF SERVICES

FNI will render the following professional services in connection with the development of the Project Development Code Review and Diagnostic Report in accordance with Attachment SC – Scope of Services.

PROJECT SCHEDULE

FNI will commence work upon receipt and execution of contract or task order and agrees to complete the services per the schedule.

COMPENSATION

FNI proposes to provide services as described herein for the lump sum fee of forty-nine thousand eight hundred forty-five dollars \$49,845.00.

We appreciate this opportunity to submit this proposal. If additional information or clarification is desired, please do not hesitate to contact us. If you agree with the services described above and wish for us to proceed with this assignment, please initiate contract proceedings.

Sincerely,
FREESE AND NICHOLS, INC.



Chance Sparks
Principal/Vice President

SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT

PROJECT UNDERSTANDING

The services performed by Freese and Nichols (FNI) under this Agreement shall consist of reviewing the City of Lago Vista's (City) development codes and the creation of a diagnostic report to recommend needed updates and strategies for improving the function and implementation of the codes.

ARTICLE I

BASIC SERVICES:

1. PROJECT DESCRIPTION: Development Code Review and Diagnostic Services

A. DESCRIPTION OF SERVICES:

It is our understanding that the City desires to engage the services of FNI to assist the City with review of the City's development codes and the creation of a diagnostic report to recommend needed updates and strategies for improving the function and implementation of the codes.

Goals of the project are as follows:

- Accommodate continued growth and development while verifying proper development review and appropriate development controls.
- Provide strategies for the creation of regulations and procedures that preserves the character and quality of the community while encouraging new development.

B. DELIVERABLES

In developing the scope of work and associated task budgets discussed in this proposal, FNI will perform the following services:

- FNI will meet with and interview key stakeholders including elected and appointed officials, developers, development professionals, and key City Staff to obtain feedback on key development and code-related issues.
- FNI will produce an initial issues statement based on stakeholder feedback and review of key adopted City documents.
- FNI will develop a final diagnostic report with outlined strategies and needed changes to the City's development regulations, as defined in greater detail in the following section.
- FNI will attend and prepare materials for meetings with the City, including elected and appointed officials, to present and gain feedback on the initial issues and proposed strategies and changes.

2. BASIC SERVICES: FNI shall render the following professional services in connection with the development of the project:

A. PROJECT MANAGEMENT: FNI shall provide professional services in this phase as follows:

1. FNI shall manage scope, time, cost, quality, staff resources, and communications as necessary. This includes:
 - a. Monthly Invoicing: FNI will prepare and submit monthly invoices to the City for payment.

- b. Monthly Reports: FNI will prepare and submit monthly status reports to the City with FNI's monthly invoice. Monthly status reports will comprise a one-page summary of the progress to date on the project, work completed during the prior month, work anticipated to be completed during the upcoming month, and discussion of any scope, schedule, or budget issues that may need to be resolved.
 - c. Quality Assurance / Quality Control: FNI will develop and implement a QA/QC plan for the work.
- 2. Meet with City Staff on a virtual platform to kick-off the project and discuss current issues and opportunities for FNI to provide expertise or assistance.
- 3. The FNI Project Manager will conduct monthly conference calls or TEAMS meetings to discuss status, information needs, technical issues, and schedule with the project team and City Staff.

B. INTERVIEWS AND MEETINGS

- 1. Stakeholder Interviews: FNI will conduct interviews with the following stakeholders and code users over the course of one (1) day in-person, with an additional one (1) day available for virtual, prior to beginning development of the diagnostic report. A final list of interviewees will be determined at or shortly after the project kick-off:
 - a. City Staff and appointed officials.
 - b. City elected officials.
 - c. Members of the professional and technical community, including engineers, architects, planners and site surveyors.
 - d. Members of the development community, including key builders and landowners.
- 2. Public Meeting #1: FNI will summarize feedback from the interviews to assist in development of the key issues within the diagnostic review. These issues may be presented to the Planning and Zoning Commission or City Council prior to finalization of the diagnostic report.
- 3. Public Meeting #2: FNI will present the final draft document and strategies to the Planning and Zoning Commission or City Council to gain concurrence on the strategies and present next suggested steps to update the development regulations.

C. REVIEW OF CURRENT CODES

- 1. FNI will review and provide suggestions and strategies to update the following sections of City code, which may collectively be referred to as "Development Codes":
 - a. Chapter 3 – Building Regulations
 - b. Chapter 3.5 – Site Development
 - c. Chapter 5 – Signs
 - d. Chapter 10 – Subdivisions
 - e. Chapter 13 – Utilities
 - f. Chapter 14 – Zoning
- 2. Strategies may include improving readability, organization or flow of topics, alignment with current State statute, alignment with the currently adopted Comprehensive Plan or components of City master plans, or updates based on accepted best practices in the planning and engineering fields.

D. DELIVERABLES

- 1. Key Issues
 - a. A general analysis of plan-related direction, notable demographic and physical characteristics of the City, development patterns and trends, and a summary of stakeholder discussion.

- b. An initial document that outlines key or priority issues or themes for updating the Development Codes.
 - c. Analysis of key points of misalignment or needed alignment between the Development Codes adopted City plans, manuals, policies or strategies.
- 2. Detailed Strategies and Recommendations
 - a. A full report including both the Key Issues and strategies for detailed updates to the Development Codes.
 - b. The full report may include a list of strategies by topic or by section based on existing Development Codes.
- 3. Document Formatting
 - a. All materials developed for transmission to the City shall be in a format that is consistent with other such materials produced by City Staff and will be delivered to the City in both PDF and native file format.
 - b. The City will make available to FNI any templates, letterhead, logos, or official formatting required by the City.
- 4. Drafts and Reviews
 - a. FNI will provide one (1) consolidated draft of Deliverables D.1 and D.2. for review by the City in accordance with a master schedule agreed to at or following project kick-off. City shall review the draft within two (2) weeks and provide a consolidated set of comments.
 - b. The final report document will be delivered to the City as detailed in D.3. The City may, at its option, present the final report document to City Council for adoption.

Compensation shall be in accordance with Attachment CO.

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, as authorized by the City under a letter of understanding, letter agreement or amendment to this Task Authorization as mutually agreed upon by the City and FNI:

A. ADDITIONAL MEETINGS OR PUBLIC OUTREACH

- 1. Additional meetings or public outreach not listed in Article I, item 2.B above, including additional stakeholder interviews, focus groups, public meetings with City Council, boards or commissions, general public outreach, a project website, or other engagement.
- 2. FNI may request that an additional task authorization for meetings or outreach be accompanied by a detailed public engagement plan listing the exact scope of requested additional meetings.

B. PRIORITY OR TRIAGE AMENDMENTS

- 1. Making targeted amendments to existing codes based on the diagnostic report without a comprehensive update. FNI may assist the City with developing proposed updated language based on existing code structure to be integrated with existing text of the Development Code.
- 2. Additional task authorization must be accompanied by a detailed scope listing the sections or specific issues or topics to be addressed by the triage amendments, along with the purpose of the amendment and associated review and adoption process by the City and any meetings with the public or elected and appointed officials where the City requests FNI support.

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services.

ARTICLE IV

TIME OF COMPLETION:

This effort will be completed within six (6) months of execution and notice to proceed.

ARTICLE V

RESPONSIBILITIES OF CITY: City shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to FNI's services for the Project.
- B. Provide current copies of all standards, ordinances, requirements, criteria and full information as to City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which City will require to be included in the drawings and specifications.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data related to design or construction of the Project.
- D. Examine all reports and documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- E. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and City designate the following representatives:

City's Designated Representative	Name:	Charles West, City Manager
	Address:	P.O. Box 4727 Lago Vista, TX 78645
	Phone:	512-267-1155 x100
	E-mail:	Charles.west@lagovistatexas.gov
City's Accounting Representative	Name:	Same
	Address:	
	Phone:	
	E-mail:	
FNI's Designated Representative	Name:	Evan Olszewski, Project Manager
	Address:	1251 Sadler Dr., Building 1, Ste. 1150 San Marcos, TX 78666
	Phone:	512-298-6382
	E-mail:	evan.olszewski@freese.com
FNI's Accounting Representative	Name:	Raquel Longoria
	Address:	801 Cherry Street, Suite 2800 Fort Worth, TX 76102
	Phone:	(817) 735-7300
	Fax:	(817) 735-7491
	E-mail:	raquel.longoria@freese.com

COMPENSATION

ATTACHMENT CO

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of Forty Nine Thousand Eight Hundred Forty Five Dollars (\$49,845).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<u>Position</u>	<u>Hourly Rate</u>
Professional 1	132
Professional 2	162
Professional 3	180
Professional 4	208
Professional 5	243
Professional 6	278
Construction Manager 1	114
Construction Manager 2	141
Construction Manager 3	154
Construction Manager 4	193
Construction Manager 5	232
Construction Manager 6	265
Construction Representative 1	102
Construction Representative 2	114
Construction Representative 3	141
Construction Representative 4	154
CAD Technician/Designer 1	112
CAD Technician/Designer 2	144
CAD Technician/Designer 3	179
Corporate Project Support 1	107
Corporate Project Support 2	129
Corporate Project Support 3	172
Intern / Coop	72

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each) \$500
	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
<u>Technology Charge</u>	Bond	\$0.25	\$0.75	Microscope (each) \$150
\$8.50 per hour	Glossy / Mylar	\$0.75	\$1.25	Ultrasonic Thickness Guage (per day) \$275
	Vinyl / Adhesive	\$1.50	\$2.00	Coating Inspection Kit (per day) \$275
				Flushing / Cfactor (each) \$500
	Mounting (per sq. ft.)	\$2.00		Backpack Electrofisher (each) \$1,000
	Binding (per binding)	\$0.25		
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2025.

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 7, 2025

SUBMITTED BY: Councilor Owen, City Council

SUBJECT: Discussion, consideration and possible action regarding legislative compliance review on 2025 Texas Legislative Session mandates impacting city operations.

BACKGROUND:

Numerous bills passed during the 89th Legislative Session have near-term or phased implementation deadlines that require city attention. Topics include:

- Procurement Reform (SB 1173): Raises competitive procurement threshold to \$100,000
- Committee Message Boards (SB 710): Permits P&Z, BOA, and others to have online discussion boards
- Mobile Food Regulation Preemption (HB 2844): Restricts local permitting and regulatory authority
- Water Infrastructure Funding (SB 7): Creates funding mechanisms and requires shovel-ready planning
- Severance Contract Addenda (HB 762 / SB 1494): Requires Council policy by September 1, 2025
- Cybersecurity Clause in Contracts (HB 132 / HB 5331): Mandates public disclosure procedures post-incident
- Municipal Court Fund Consolidation (HB 1950): Requires fund combination and accounting realignment
- Public Improvement District Transparency (SB 1106): Requires new website protocols and submission standards by January 1, 2026

A detailed Owner/Status Grid (attached) categorizes the bills by action type (ordinance, resolution, SOP, template update), owner (Council, Clerk, Legal, HR, etc.), and deadline.

FINANCIAL IMPACT:

Costs may include legal drafting fees, policy review time, IT setup (SB 710), and potential stormwater project packaging (SB 7). Fiscal exposure is being evaluated per item and will be brought forward in each corresponding ordinance, resolution, or administrative update.

RECOMMENDATION:

Motion to acknowledge receipt of the Legislative Compliance Grid and to authorize City staff and Council liaisons to proceed with drafting and placing on agenda the action items needed for timely compliance with 2025 state legislative mandates. Where indicated, Council is to confirm which actions require formal adoption by ordinance or resolution, and which may proceed administratively under staff guidance.

ATTACHMENTS:

[Agenda_Item_Legislative_Compliance_2025](#)

CITY COUNCIL AGENDA ITEM REPORT

Date: August 7, 2025

Department: Legal / City Manager / HR / Planning / Finance / Clerk (multi-departmental)

Submitted By: Norma Owen, City Council

Agenda Item Title: Legislative Compliance Review and Initial Action on 2025 Texas Legislative Session Mandates Impacting City Operations

AGENDA ITEM SUMMARY:

Council will review and consider initial action steps and assignments relating to newly passed legislation from the 89th Texas Legislative Session that impacts city procedures, ordinances, and compliance obligations. This item provides formal structure for follow-up actions already initiated in workgroups, led by staff and Council liaisons, and offers Council the opportunity to direct drafting of ordinances, resolutions, standard operating procedures (SOPs), and administrative updates in accordance with state deadlines.

A consolidated Owner/Status Grid has been developed based on Council Forum input and coordination with City legal and HR departments. This item includes Council-level decisions on policy updates (e.g., severance), code revisions (e.g., mobile food vending, annexation protocol), and governance tools (e.g., committee discussion boards). Staff requests direction and approval to proceed with drafting or placing items on future agendas.

RECOMMENDATION:

That Council accept the attached Owner/Status Grid and direct City staff and legal counsel to prepare the necessary actions, as indicated per statute deadline, for Council review and/or administrative implementation.

FISCAL IMPACT:

Costs may include legal drafting fees, policy review time, IT setup (SB 710), and potential stormwater project packaging (SB 7). Fiscal exposure is being evaluated per item and will be brought forward in each corresponding ordinance, resolution, or administrative update.

BACKGROUND & DISCUSSION:

Numerous bills passed during the 89th Legislative Session have near-term or phased implementation deadlines that require city attention. Topics include:

- Procurement Reform (SB 1173): Raises competitive procurement threshold to \$100,000
- Committee Message Boards (SB 710): Permits P&Z, BOA, and others to have online discussion boards
- Mobile Food Regulation Preemption (HB 2844): Restricts local permitting and regulatory authority
- Water Infrastructure Funding (SB 7): Creates funding mechanisms and requires shovel-ready planning
- Severance Contract Addenda (HB 762 / SB 1494): Requires Council policy by September 1, 2025
- Cybersecurity Clause in Contracts (HB 132 / HB 5331): Mandates public disclosure procedures post-incident
- Municipal Court Fund Consolidation (HB 1950): Requires fund combination and accounting realignment
- Public Improvement District Transparency (SB 1106): Requires new website protocols and submission standards by January 1, 2026

A detailed Owner/Status Grid (attached) categorizes the bills by action type (ordinance, resolution, SOP, template update), owner (Council, Clerk, Legal, HR, etc.), and deadline.

ATTACHMENTS: NONE

- See Owner / Status Grid (dated July 2025) on Council Forum

COUNCIL ACTION REQUESTED:

Motion to acknowledge receipt of the Legislative Compliance Grid and to authorize City staff and Council liaisons to proceed with drafting and placing on agenda the action items needed for timely compliance with 2025 state legislative mandates. Where indicated, Council is to confirm which actions require formal adoption by ordinance or resolution, and which may proceed administratively under staff guidance.

Council,

Preface / Update: HR (Tiffany) confirmed she is handling specific Personnel Handbook items internally, and Shane added several bills we should get ahead of. The tables below adjust owners, effective dates, and which items belong on a Council agenda versus those staff can complete administratively. This does **not** reopen prior consensus; it clarifies scope and timing.

Owner / Status Grid

#	Item	Owner (Lead)	Support	Action Type	Statute	Target Meeting / Deadline	Status	N
1	Home Based Businesses ordinance	Legal / Planning	P&Z	Ordinance	HB 2464	First available meeting after P&Z	In progress	Pe in
2	Consolidate Municipal Court Security & Technology Funds	Finance / Municipal Court	Legal	Ordinance	HB 1950	Next available meeting	Drafting	Va tr
3	§ 3.113 CO “acknowledgment” documents	Building / Legal	Clerk	Ordinance	HB 4753	Next available meeting	Drafting	Ue
4	Severance policy and contract addenda	Council / Legal	HR	Resolution + Contract Addenda	HB 762 / SB 1494	Adopt by Sept 1, 2025	Decision needed	Hm w
5	PIA confidentiality and cyber incident clause	Clerk / Legal	IT / Purchasing	Policy memos + template updates	HB 132 / HB 5331	Within 30 days	In progress	Ua li
6	Annexation across railroad right of way SOP	Legal / Planning	Clerk	Policy memo / SOP	SB 250	Next available meeting (receive and file)	To draft	Cl co th
7	Agricultural operations enforcement safe harbor	Legal / Code Enforcement	Planning	Policy memo / Code placement	SB 1035	Next available meeting	To draft	Pl ch un
8	Committee and board discussion boards (P&Z, BOA, etc.)	Council / Clerk	IT / Legal	Resolution (optional)	SB 710	Effective Sept 1, 2025	Policy choice	If or st
9	Purchasing threshold to	Finance /	Legal	Ordinance /	SB 1173	Effective Sept 1,	Review	Re

	\$100,000	Purchasing		Policy update		2025	underway	tr
10	Election order template language (“THIS IS A TAX INCREASE.”)	Clerk / Legal	Finance	Template update	SB 2786	Before next tax or bond election	In progress	U
11	First responder disease presumption	HR (Tiffany)	Legal	Handbook update	HB 331	Sept 1, 2025	In progress	H
12	Code enforcement officer in training	HR (Tiffany)	Code Enforcement	Handbook / SOP	SB 1376	Sept 1, 2025	In progress	H tr re
13	Severance (employee handbook portions)	HR (Tiffany)	Legal	Handbook update	HB 762 / SB 1494	Sept 1, 2025	In progress	C up
14	Texas Water Fund / New Water Supply Fund	Utilities / Engineering	Finance / Legal	Funding readiness	SB 7	Rolling; monitor TWDB rulemaking	Ongoing	P w
15	PID transparency postings and assessment rolls	Clerk / Finance	Legal / IT	SOP + Website process	SB 1106	Go-live Jan 1, 2026	Planning	P as 7
16	Small scale food businesses and mobile vending	Legal / Code / Health	Clerk / Finance	Ordinance overhaul	HB 2844	Phase 1: Sept 1, 2025; Phase 2: July 1, 2026	Audit started	A li m

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 7, 2025

SUBMITTED BY: Charles West, City Manager

SUBJECT: Consideration and possible action to remove the March 20, 2025, Stage 2 Water Restrictions as per the City's and LCRA's adopted Drought Contingency Plan and consider changes to the City's Drought Contingency Plan.

BACKGROUND:

On March 3rd, the City of Lago Vista received official notification from the Lower Colorado River Authority (LCRA) that they have entered Stage 2 of their Drought Contingency Plan due to ongoing drought conditions and declining water levels in Lakes Buchanan and Travis. As a result, the City implemented Stage 2 at the March 20, 2025, City Council meeting adding additional mandatory water restrictions to align with LCRA's drought response measures.

Under Section 7.2 of LCRA's Drought Contingency Plan, Stage 2 was triggered when:

- Combined water storage in Lakes Buchanan and Travis drops below 900,000 acre-feet, or
- On March 1st or July 1st, combined storage is below 1.1 million acre-feet, and the prior three months' inflows have been within the lowest 25% of historical inflows for that period.

During Stage 2, LCRA requires firm water customers, including the City of Lago Vista, to implement stronger water conservation measures. Specifically:

- Water usage must be reduced by 20% across all users.
- Ornamental landscaping irrigation is limited to once per week.

To comply with these requirements and ensure continued access to firm water supplies, the City must adopt updated water use restrictions. These measures will help protect the local water supply while ensuring compliance with LCRA's drought management rules.

However, with the recent rains and the increase in water capacity in Lake Travis, the City of Lago Vista will return to LCRA management rules.

At the July 24, 2025, City Council meeting the item was tabled to be brought back to Council at this meeting.

FINDINGS:

Pages 6 and 7 of the March 20, 2025, meeting minutes indicates Consent Agenda Item number 13 was pulled from consent, discussed and approved as Resolution No. 25-2123. However, Resolution No. 25-2123 was adopted approving the City Council 2025-2026 Work Plan on April 17, 2025.

FINANCIAL IMPACT: N/A

ATTACHMENTS:

[LCRA-Firm-Drought-Contingency-Plan.pdf](#)

[2023-11-16 _ Drought Contingency Plan _ Ordinance #23-11-16-02.pdf](#)

[Pages 6 and 7 3-20-25 minutes - pages 6 and 7](#)

[Resolution No. 25-2123___Adopting Work Plan for 2025-2026](#)



Drought Contingency Plan for Firm Water Customers

Lower Colorado River Authority

April 2024

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1. DECLARATION OF POLICY, PURPOSE, AND INTENT

The Board of Directors of the Lower Colorado River Authority (LCRA) deems it to be in the interest of LCRA to adopt a Drought Contingency Plan (DCP) for the supply of firm water. This DCP constitutes the LCRA's drought contingency plan required under Section 11.1272, Texas Water Code, and associated administrative rules of the Texas Commission on Environmental Quality (Title 30, Texas Administrative Code, Chapter 288).

2. PUBLIC INPUT AND COORDINATION

Firm water customers within LCRA's water service area were provided with information related to the preparation of this DCP and provided an opportunity to give input on its development through LCRA's regularly scheduled public meetings of the LCRA Board in March and April 2024. In addition, LCRA posted its draft proposed DCP on its website, www.lcra.org, provided an opportunity to submit written comments through its website, and held a customer meeting.

Further, LCRA has provided a copy of this Firm Customer DCP to the Region K Regional Water Planning Group to ensure consistency with the Region K water plan.

3. USER EDUCATION

LCRA will provide water users with information about this DCP, including information about the conditions under which drought response measures are to be initiated or terminated. This information will be provided by email to customers, by providing copies of the DCP to each customer, or by posting the DCP on LCRA's public website.

4. AUTHORIZATION

The LCRA General Manager or his designee is hereby authorized and directed to implement the applicable provisions of this DCP consistent with the criteria specified herein. LCRA Board action is not required for actions under this DCP other than those actions set forth below:

- Establishing surcharges or excess use rates applicable to firm water customers (Section 10).
- Declaration of a Drought Worse than Drought of Record (Section 7.4).
- Initiating, modifying and/or lifting of pro rata curtailment, or establishing criteria for such actions. (Section 7.4).
- Establishing the percentage curtailment required under continuing Stage 4 (Section 7.4).
- Updates to the Drought Contingency Plan (Section 13).

LCRA will carry out an appropriate public information campaign related to any item requiring Board action under this DCP as required by 30 Tex. Admin. Code Ch. 288.

5. APPLICATION

The provisions of this DCP shall apply to the use of water by all persons using firm water provided by LCRA. To the extent a person also is using groundwater, or surface water from sources outside the Colorado River Basin, the provisions of this DCP do not limit the use of that source of water. The term "person" as used in this DCP includes individuals, corporations, partnerships, associations, and all other legal entities.

6. NOTICE

Notice of the initiation of drought response measures will be given by posting on the LCRA website and by U.S. Mail or email, where available, to each individual firm water customer.

7. DROUGHT RESPONSE STAGES

This DCP sets forth the procedures by which LCRA will implement drought response stages for firm water uses. LCRA will encourage its firm water customers to implement long-term water conservation measures year-round to meet the goals included in their water conservation plans. LCRA will, as needed, share information with the public on water supply conditions, water use and conservation. LCRA's Water Contract Rules, including its Drought Contingency Plan Rules and Pro Rata Curtailment Rules may include additional requirements and details applicable to the following stages.

7.1 Drought Contingency Plan Stage 1

If the total combined storage in lakes Buchanan and Travis drops below 1.1 million acre-feet, and interruptible stored water supplied to the Lakeside, Gulf Coast and Pierce Ranch agricultural operations is curtailed, LCRA will request its firm water customers implement mandatory drought response measures in their individual drought contingency plans with a target demand reduction goal of 10 percent. If the combined storage in lakes Buchanan and Travis subsequently increases to 1.2 million acre-feet, the stage will be exited.

7.2 Drought Contingency Plan Stage 2

LCRA will enter Stage 2 if interruptible stored water supplied to the Lakeside, Gulf Coast and Pierce Ranch agricultural operations is curtailed, and:

- a) the total combined storage in lakes Buchanan and Travis drops below 900,000 acre-feet; or
- b) on March 1 or July 1, the combined storage in lakes Buchanan and Travis is below 1.1 million acre-feet and the cumulative prior three months of inflows total to those lakes is less than the 25th percentile of historic inflows for the three-month periods.

In this stage, LCRA firm water customers must implement additional mandatory drought response measures in their individual drought contingency plans with a target demand reduction goal of 20 percent. In this stage, firm customers' water use reduction measures must include a no more than once-per-week watering schedule for ornamental landscaping.

If the combined storage in lakes Buchanan and Travis subsequently increases above 1.1 million acre-feet, the stage will be exited and replaced by Stage 1.

7.3 Drought Contingency Plan Stage 3

If the total combined storage in lakes Buchanan and Travis drops below 750,000 acre-feet and interruptible stored water supplied to the Lakeside, Gulf Coast and Pierce Ranch agricultural operations is curtailed, LCRA firm water customers must implement additional mandatory drought response measures in their individual drought contingency plans with a target demand reduction goal of 25 percent. In this stage, LCRA firm customers' water use reduction measures for ornamental landscaping must include a) a prohibition on the operation of automatic or manual sprinkler irrigation systems; or b) a maximum of no more than 6 hours per week for operating automatic or manual sprinkler irrigation systems. If the combined storage

in lakes Buchanan and Travis subsequently increases to 825,000 acre-feet, the stage will be exited and replaced by Stage 2.

7.4 Drought Contingency Plan Stage 4

If the total combined storage in lakes Buchanan and Travis drops below 600,000 acre-feet, and the LCRA Board of Directors declares a Drought Worse than the Drought of Record consistent with the LCRA Water Management Plan (WMP), LCRA will curtail and distribute the available supply of firm water among its firm water customers and firm environmental flow commitments on a pro rata basis according to the amount of firm water to which they are legally entitled consistent with the Pro Rata Plan for Firm Water Demands approved by TCEQ. All uses of interruptible stored water will be cut off prior to and during any mandatory pro rata curtailment of firm water supplies. The initial curtailment of firm water supplies under pro rata will be 20 percent with a target demand reduction goal of 30 percent. In this stage, LCRA will require that firm customers implement mandatory water use reduction measures for ornamental landscaping that must include a prohibition on irrigation of ornamental turfgrass using automatic or manual irrigation systems, including drip irrigation and hose-end sprinklers. Upon entering Stage 4, the LCRA Board also shall determine the conditions under which additional mandatory actions shall be triggered, consistent with Appendix C of LCRA's Water Contract Rules, which include specific procedures and requirements related to a pro rata curtailment of firm water supplies. During Stage 4, LCRA will further encourage firm water customers to use alternative water supplies, if available.

The LCRA Board also may set additional criteria for ending or easing pro rata curtailment, such as combined storage increasing to a given level. If such criteria are subsequently met, the Board may increase or decrease the pro rata curtailment percentage. A declaration of a Drought Worse than Drought of Record will be canceled if combined storage in lakes Buchanan and Travis increases to 1.4 million acre-feet. In that event, mandatory pro rata curtailment would be lifted, and the stage would be exited.

8. FIRM CUSTOMER DROUGHT CONTINGENCY PLANS

As part of its contracts, LCRA requires its firm water customers to prepare and adopt a drought contingency plan that is legally enforceable by the firm water customer and specifies the actions to be taken to comply with this Drought Contingency Plan regarding the implementation of drought response measures, including a plan to reduce demand during curtailment of firm supplies consistent with LCRA's approved Pro Rata Plan and LCRA's Water Contract Rules, including its Drought Contingency Plan Rules and Pro Rata Curtailment Rules. Customers' DCPs should be developed pursuant to LCRA guidelines and submitted for LCRA review and acceptance within 60 days of the approval of this plan. LCRA will provide firm customers a template DCP outlining recommended drought response measures for each stage that may be voluntarily adopted. For temporary contracts, domestic use contracts and landscape irrigation contracts for up to 30 acre-feet per year, customers shall follow an LCRA-developed DCP that is specific to such uses unless customers develop a stand-alone DCP that meets LCRA requirements.

9. VARIANCES

The General Manager may, in writing, grant to a firm water customer a temporary variance from the pro rata curtailment required under this DCP and LCRA's Pro Rata Plan, consistent with Appendix C of LCRA's Water Contract Rules.

In addition, the General Manager may, in writing, grant a temporary variance to the pro rata curtailment of water supplied to meet environmental flow criteria under sections of the LCRA WMP if the Texas Parks and Wildlife Department submits a written variance request, and the General Manager determines a variance is justified to avoid severe adverse biological conditions and/or a variance would not result in an increase in the amount of water made available for environmental flows during the curtailment.

10. ENFORCEMENT

LCRA will monitor firm customers' compliance with its DCP requirements. Specific enforcement provisions are included in customer contracts, LCRA's Drought Contingency Plan Rules (which are incorporated into this DCP by reference), and LCRA's Drought Contingency Plan for Domestic, Temporary, and Landscape Irrigation and Recreation Contracts. Monitoring and enforcement of water-use restrictions at the end-user level is the customers' responsibility. In addition, all LCRA firm water contracts include a provision requiring that, in cases of a shortage of water resulting from drought, the water will be distributed in accordance with the LCRA's WMP and Texas Water Code section 11.039. Customers that exceed their allotted supply during a pro rata curtailment will be subject to excess use rates or surcharges, to be specified by the LCRA Board, in addition to LCRA's firm water rate. They also may be subject to civil action to enjoin them for breach of contract.

11. SEVERABILITY

It is hereby declared to be the intention of the LCRA Board that, if the sections, paragraphs, sentences, clauses, and phrases of this DCP shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this DCP.

12. EFFECTIVE DATE OF PLAN

The effective date of this DCP shall be the date of approval by the LCRA Board and shall supersede all other Firm Water DCPs and amendments thereto, previously adopted by LCRA through resolution or otherwise. Ignorance of the DCP is not a defense to a prosecution for enforcement of a violation of the DCP.

13. DROUGHT CONTINGENCY PLAN UPDATES

LCRA will make any necessary conforming changes to this DCP within 90 days of TCEQ's approval of changes to the LCRA WMP that affect the firm customer drought response measures contained in this DCP. Further, LCRA may make other updates or amendments to the DCP in accordance with other applicable law.

14. NOTIFICATION OF EXECUTIVE DIRECTOR

The LCRA General Manager will provide all required notices to the TCEQ Executive Director as required by applicable law, including but not limited to notifying the Executive Director within five business days of the implementation of any mandatory provisions under this DCP.

ORDINANCE NO. 23-11-16-02

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AND, IT IS SO ORDERED.

ADOPTED AND APPROVED on this 16th day of November, 2023 by a vote of the City Council of the City of Lago Vista, Texas.


Kevin Sullivan, Mayor

ATTEST:


Lucy Aldrich, City Secretary



On a motion by Councilor Prince, seconded by Councilor Roberts,
the above and foregoing ordinance was passed and approved.

Exhibit “A”

Drought Contingency Plan

For



The City of Lago Vista

Municipal Purchased Water Customers

Prepared by

Taylor M. Whichard
Director of Public Works

October 3, 2023

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City of Lago Vista

DROUGHT CONTINGENCY PLAN

Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 1: Declaration of Policy, Purpose, and Intent

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

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

Section 2: Public Education

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

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

Section 3: Permanent Purchased Water Use Restrictions

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

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

C. During irrigation, allow purchased water to:

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

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

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

(1) Normal Water Storage Conditions

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

D. Target Purchased Water Use Reduction: None.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Purchased Water Use Reduction Response Measures:

- Irrigation of Landscaped Areas:

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

- Aesthetic purchased water use prohibited.

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

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

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

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

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

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

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

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

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

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

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

(6) STAGE 5 Emergency Water Conservation Conditions

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

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

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

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

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

E. Purchased Water Use Reduction Response Measures:

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

F. Drought Fee (\$/LUE per month): Forty-five dollars (\$45)

Section 5: Wholesale Purchased Water Customers

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

(1) Normal Water Storage Conditions

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

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

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

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

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

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

(4) STAGE 3 Severe Water Storage Conditions

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

(5) STAGE 4 Emergency Water Conditions

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

(6) STAGE 5 Emergency Water Conditions

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

Section 6: Enforcement

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

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

- Following the third documented purchased water violation, the violator shall:
 1. Be notified in writing that they are in violation of the City Ordinance and a misuse fee of \$250.00 shall be included in the customer's monthly water bill. .
 - Following the fourth documented purchased water violation, the CoLV may, upon due notice to the customer, and opportunity to appeal as provided in Subsection F, below, discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge, hereby established at \$500.00, and any outstanding charges including late payment fees, misuse fees, or penalties. In addition, a deposit of \$1000.00 shall be submitted to CoLV prior to reconnection of services.. The CoLV may apply the deposit to any surcharges, fees, or penalties subsequently assessed under this Article against a customer. The deposit does not sanction continued violation of this article and disconnection may be initiated if violations continue. The deposit, if any, shall be returned to the customer at the time of the customer's voluntary disconnection from the utility system.
- C. Each day that one or more of the provisions in this plan is violated shall constitute as a separate purchased water violation. Any person, including one classified as a purchased water customer of the CoLV, in apparent control of the property where a violation occurs or originates, shall be presumed to be the violator. Any such person, however, shall have the right to show they did not commit the violation.
- D. The City Manager or their designee shall have the power to enforce the provisions of this Article.
- E. Enforcement of fees and penalties issued pursuant to this Article is an administrative process. Customers who wish to appeal their violations, may do so in writing to the City Manager or their designee.
- F. Compliance with this Article also may be sought through civil action, including injunctive relief in state district court. A civil penalty sought through civil action may not exceed \$1,000 a day for a violation of an ordinance.
- G. Enforcement for Wholesale Customers:
- Wholesale purchased water customers shall provide the CoLV with an order, ordinance, or resolution to demonstrate adequate enforcement provisions for the wholesale purchased water customer's own DCP.
 - In addition, wholesale purchased water customers who fail to comply with the drought contingency measures in the plan may be subject to the following civil penalties, in addition to any other remedies available to the CoLV by law or under the terms of the wholesale water contracts.

- Penalties for wholesale purchased water customers:
 1. First documented violation: written notice of violation.
 2. Second documented violation: penalty fee of a minimum of \$2,500.00 and a maximum fee of \$10,000.00.
 3. Third documented violation: penalty fee of a minimum of \$5,000.00 and a maximum fee of \$10,000.00.

Section 7: Variances

A. The City Manager may grant variances:

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

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

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

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

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

complies with this DCP.

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

Section 8: DCP Updates

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

Section 9: Notification to LCRA

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

Section 10: Implementation

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

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

Approved and Accepted by Authorized CoLV Representative:

Ed Tidwell, Mayor, City of Lago Vista

Date

SECTION 13.1112: CoLV Purchased Water Irrigation Schedule

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

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

Residential

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

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

Tuesdays and Fridays

Watering Hours:

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

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

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

Residential

Odd number addresses: Saturdays
Even number addresses: Sundays

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

Fridays

Watering Hours:

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

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

Residential

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

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

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

Watering Hours:

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

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

Residential

All irrigation prohibited. No hand-watering allowed.

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

Watering Hours:

None.

(5) STAGE 5: Emergency Water Restrictions

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

Drought Contingency Plan

For



The City of Lago Vista

Municipal Purchased Water Customers

Prepared by

Taylor M. Whichard
Director of Public Works

October 3, 2023

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City of Lago Vista

DROUGHT CONTINGENCY PLAN

Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 1: Declaration of Policy, Purpose, and Intent

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

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

Section 2: Public Education

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

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

Section 3: Permanent Purchased Water Use Restrictions

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

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

C. During irrigation, allow purchased water to:

- run off a property and form a stream of purchased water in any street ~~for a distance of 50 feet, driveway, or greater parking area.~~
- pool ~~in~~ on any impervious surface such as a street, driveway, or parking ~~lot to a depth greater than one-quarter of an inch area.~~

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

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

(1) Normal Water Storage Conditions

- A. **Requirements for Initiation:** Normal Water Storage Conditions exist when the combined storage of Lakes Travis and Buchanan exceeds 9001,400,000 AF ~~for 30 consecutive days.~~
- B. **Requirements for Termination:** The City Council shall implement Stage 1 when the combined storage of Lakes Travis and Buchanan equals or falls below 9001,400,000 AF ~~for 30 consecutive days.~~

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

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

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

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

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

A. **Requirements for Initiation:** The City Council shall implement Stage 1 Moderate Water Shortage Conditions when the combined storage of Lakes Travis and Buchanan equals or falls below 9001,400,000 AF ~~for 30 consecutive days~~ or as required by LCRA.

B. **Requirements for termination:** The City Council shall implement Normal Water Storage Conditions when the combined storage of Lakes Travis and Buchanan exceeds 9001,400,000 AF ~~for 30 consecutive days~~ or as required by LCRA.

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

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

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

- Limit irrigation with purchased water of landscaped turf grass and planting beds to no more than the CoLV's mandatory outdoor watering schedule.
- ~~Limit irrigation with purchased water of all practice areas (putting and driving ranges) to no more than LCRA's recommended outdoor watering schedule.~~
- ~~Reduce irrigation with purchased water of all play areas (greens, teeing area, and fairways) to achieve reduction target.~~
- ~~Discontinue irrigation with purchased water of all roughs and other non-play areas.~~

- ~~Discontinue using purchased water for washing/rinsing of buildings, walls, structures, paved and other hard surfaced areas including sport courts.~~
- ~~Discontinue aesthetic purchased water use.~~
- Monitor and enforce these watering restrictions utilizing CoLV's Automated Metering Infrastructure.

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

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

- A. Requirements for Initiation:** The City Council shall implement Stage 2 Moderate Water Shortage Conditions when the combined storage of Lakes Travis and Buchanan equals or falls below 750,000 AF ~~for 30 consecutive days, or as required by LCRA.~~
- B. Requirements for termination:** The City Council shall implement Stage 1 Moderate Water Shortage Conditions when the combined storage of Lakes Travis and Buchanan exceeds 750,000 AF ~~for 30 consecutive days or as required by LCRA.~~
- C. Irrigation Restrictions:** ONCE per week as outlined in Section 13.1112 and summarized in Section 13.1113. Hand-watering allowed daily between midnight and 10:00 AM or between 7:00 PM and midnight.
- D. Target Purchased Water Use Reduction:** Achieve a 10% - 20% reduction in total purchased water use.
- E. Purchased Water Use Reduction Response Measures:** Select as many response measures, as appropriate to ~~the all residential, commercial, industrial, and wholesale Municipal Customers~~ golf course operation, which will achieve the target reduction indicated.
 - Watering of landscaped turf grass and planting beds with purchased water restricted to one day per week, except by use of hand-held hose, hand-held bucket, or drip irrigation. Customers wishing to install new landscaping or revegetating an established area may apply for a variance as outlined in Section 13.1108.
 - Vehicle and Boat Washing: Use of purchased water to wash any motor vehicle, such as a motorbike, boat, trailer, or airplane is prohibited except on the designated irrigation day during normal irrigation hours. Such activity shall be done with a hand-held bucket or a hand-held hose equipped with a positive

shutoff nozzle. A vehicle may be washed any time at a commercial car wash facility or commercial service station. Further, this activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.

- Pools: The City Council may limit the filling of all new and existing swimming pools, hot tubs, wading pools. Replenishing to maintenance level is permitted. Draining may be permitted only onto pervious surfaces or onto a surface where water will be transmitted directly to a pervious surface, and only if:
 1. Draining excess water from pool due to rain in order to lower water to maintenance level.
 2. Repairing, maintaining, or replacing pool components that have become hazardous.
 3. Repair of a pool leak.
 4. Refilling of public/community swimming pools is permitted only if the pool has been drained for repairs, maintenance, or replacement as outlined in above.
- Outside Water Features: The City Council may limit the operation of outside purchased water features, such as, but not limited to, fountains, splash pad type fountains or outdoor misting systems, except where such features are used to sustain aquatic life or maintain water quality. This provision includes fountains associated with aesthetic ponds and swimming pools.
- Ponds: Ponds used for aesthetic, amenity, and/or storm water purposes may maintain water levels only necessary to preserve the integrity of the liner and operating system. The City Manager or ~~his~~their designee may request specific design documentation regarding a pond and the intended purpose.
- Events: Events involving the use of purchased water such as: car washes, festivals, parties, water slides, and other activities involving the use of purchased water are permitted, if the purchased water being used drains to a recirculating device, or onto a pervious surface to prevent water waste.
- Restaurants: All restaurants are encouraged to serve purchased water to their patrons only upon request.
- Fire Hydrants: Use of purchased water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare. Use of purchased water from designated fire hydrants for construction purposes may be allowed under special conditions and requires a meter; a

variance application must be submitted with an explanation of the special conditions.

- Recreational areas (includes parks and athletic fields): The areas can only be used for designated or scheduled events or activities. Unnecessary foot traffic must be discouraged. Watering must follow a no more than ~~twice~~once per week schedule. A variance can be obtained if watering cannot be completed on the designated two day schedule.
- Purchased Water Waste: The City Council may restrict the following non-essential uses of purchased water at all times during periods in which restrictions have gone into effect:
 1. Washing sidewalks, walkways, driveways, parking lots, street, tennis courts, and other impervious surfaces may be prohibited except for immediate health and safety.
 2. Washing buildings, houses or structures with a pressure washer or garden hose may be prohibited for aesthetic purposes but allowable for surface preparation of maintenance work to be performed.
 3. Flushing gutters or flooding gutters may be prohibited except for immediate health and safety.
 4. Controlling dust may be prohibited, unless there is a demonstrated need to do so for reasons of public health and safety, or as part of an approved construction plan.
- The CoLV shall discontinue water line flushing unless necessary for public health reasons.
- The CoLV shall keep customers informed about issues regarding current and projected purchased water supply and demand conditions.
- ~~Reduce irrigation with purchased water of all play areas (greens, teeing area, and fairways) to achieve reduction target.~~
- ~~Irrigation with purchased water of all roughs and other non-play areas prohibited.~~
- ~~Reduce irrigation with purchased water of all practice areas (putting and driving ranges).~~
- Using purchased water for washing/rinsing of buildings, walls, structures, paved, and other hard-surfaced areas including sport courts is prohibited.

- Aesthetic purchased water use is prohibited.

F. **Drought Fee (\$/LUE per month):** ~~Ten~~Fifteen dollars (\$~~10~~15).

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

- A. **Requirements for Initiation:** The City Council shall implement Stage 3 Severe Water Shortage Conditions when the combined storage of Lakes Travis and Buchanan equals or falls below ~~600~~750,000 AF ~~for 30 consecutive days, or as required by LCRA.~~
- B. **Requirements for Termination:** The City Council shall implement Stage 2 Moderate Water Shortage Conditions when the combined storage of Lakes Travis and Buchanan exceeds ~~600~~750,000 AF ~~for 30 consecutive days, or as required by LCRA.~~
- C. **Irrigation Restrictions:** ~~No automatic~~Automatic or hose-end irrigation with purchased water is restricted to 6 hours once per week. All other non-essential outdoor water use is prohibited unless water source is from an alternate supply, such as reuse water, rainwater, or graywater. Hand-watering allowed for 6 hours daily between ~~midnight~~7:00 A.M. and 10:00 AM or between 7:00 PM and ~~midnight~~10:00 P.M.
- D. **Target Purchased Water Use Reduction:** Achieve a 20% - 30% reduction in total purchased water use or in accordance with LCRA DCP.

E. Purchased Water Use Reduction Response Measures:

- Irrigation of Landscaped Areas:
 - ~~1. Irrigation of landscaped areas is prohibited, except with hand-held hoses, hand-held buckets, or drip irrigation. The use of hose-end sprinklers or in-ground irrigation systems are prohibited.~~
 1. Automatic or hose-end irrigation is restricted to once per week for 6 hours between midnight and 6:00 A.M.
 2. Hand-watering is allowed for 6 hours daily between 7:00 A.M. and 10:00 A.M. or between 7:00 PM and 10:00 P.M.
 - ~~2.3. New landscape installation is prohibited. discouraged during this time, but is allowed with an approved variance.~~
- **Vehicle and Boat Washing:** Use of purchased water to wash any motor vehicle, such as a motorbike, boat, trailer, or airplane is prohibited except on the designated irrigation day during normal irrigation hours. Such activity shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle. A vehicle may be washed any time at a commercial car wash

facility or commercial service station. Further, this activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.

- **Pools**: The installation of new swimming pools may be prohibited unless the pool is built with a pool cover. ~~The filling~~Filling or replenishing of swimming pools with purchased water is prohibited unless the swimming pool is covered with a pool cover when not in use. The filling or replenishing of hot tubs, wading pools, and other types of pools with purchased water is prohibited. Public/community swimming pools may be exempt from this prohibition to maintain safe levels of water quality for human contact.
- **Events**: Events involving the use of purchased water such as car washes, festivals, parties, water slides, and other activities involving the use of purchased water may be prohibited.
- **Recreational areas (includes parks and athletic fields)**: The areas can only be used for designated or scheduled events or activities. Unnecessary foot traffic must be discouraged. ~~Watering is prohibited except with a hand held hose~~Automatic or hose-end irrigation is restricted to 6-hours once per week between midnight and 6:00 A.M. Hand watering is allowed for 6 hours daily between 7:00 A.M. and 10:00 A.M. or between 7:00 PM and 10:00 P.M.
- All purchased water customers are required to further reduce non-essential purchased water uses.
 - ~~Limit irrigation with purchased water of greens and teeing area to no more than LCRA's recommended outdoor watering schedule and to hand watering only.~~
 - ~~Irrigation with purchased water of landscaped turf grass and planting beds prohibited.~~
 - ~~Irrigation with purchased water of all roughs and other non-play areas prohibited.~~
 - ~~Limit irrigation with purchased water of all practice areas (putting and driving ranges) to once per week.~~
 - ~~Irrigation with purchased water of all fairways prohibited.~~
- Using purchased water for washing/rinsing of buildings, walls, structures, paved, and other hard-surfaced areas including sport courts ~~prohibited~~are restricted to the designated irrigation day.
- Aesthetic purchased water use prohibited.

F. **Drought Fee (\$/LUE per month):** ~~Twenty~~Thirty dollars (\$~~20~~30).

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

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

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

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

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

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

E. Purchased Water Use Reduction Response Measures:

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

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

F. Drought Fee (\$/LUE per month): ~~Twenty~~Thirty-Five dollars (~~\$20~~35).

(6) STAGE 5 Emergency Water Conservation Conditions

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

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

- B. **Requirements for Termination:** When the LCRA and/or City Manager announce that ~~the~~ Stage 5 Emergency Water Conservation Conditions water restrictions are no longer required.
- C. **Irrigation Restrictions:** All irrigation with purchased water is prohibited. All other non-essential outdoor water use is prohibited unless water source is from an alternate supply, such as reuse water, rainwater, or graywater. No hand-watering allowed.
- D. **Target Purchased Water Use Reduction:** Reduce purchased water use for affected area to minimum possible purchased water use.

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

- Irrigation of landscaped areas is prohibited.
- Use of purchased water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare only.
- ~~Irrigation with purchased water of greens and teeing area prohibited.~~
- Irrigation with with purchased water of landscaped turf grass and planting beds prohibited.
- ~~Irrigation with purchased water of all roughs and other non-play areas prohibited.~~
- ~~Irrigation with purchased water of all roughs and other non-play areas prohibited.~~
- ~~Irrigation with purchased water of all practice areas (putting and driving ranges) prohibited.~~
- ~~Irrigation with purchased water of all fairways prohibited.~~
- Using purchased water for washing/rinsing of buildings, walls, structures, paved, and other hard-surfaced areas including sport courts prohibited.
- Aesthetic purchased water use prohibited.

F. **Drought Fee (\$/LUE per month):** ~~TBD~~ Forty-five dollars (\$45). ~~by City Manager~~

Section 5: Wholesale Purchased Water Customers

All CoLV wholesale purchased water customers are required to develop and formally adopt DCPs plans for their own systems in accordance with Title 30 Texas Administrative Code Sections 288.20 and

City of Lago Vista

DCP for Municipal Purchased Water Customers

October 3, 2023

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

(1) Normal Water Storage Conditions

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

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

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

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

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

(4) STAGE 3 Severe Water Storage Conditions

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

(5) STAGE 4 Emergency Water Conditions

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

(6) STAGE 5 Emergency Water Conditions

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

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

Section 6: Enforcement

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

- A. No person shall knowingly or intentionally use or allow the use of purchased water from the CoLV water utility system for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Article, or in an amount in excess of that permitted by the drought response stage in effect at the time.
- B. Any person who violates this Article shall be subject to the following fees, fines, penalties and/or conditions of service:
 - Following the first documented purchased water violation, the violator shall be given a written notice specifying the type of violation and the date and time it was observed. This notice must include the ~~F~~fees, fines, and restrictions on service that may result from additional violations.
 - Following the second documented purchased water violation, the violator shall:
 - ~~1. Be notified in writing that they are criminally responsible for the in~~ violation of ~~the this Article, City Ordinance and~~ a misuse fee of ~~punishable by a minimum fine of~~ \$100.00 ~~shall be included in the customer's monthly water bill. and a maximum fine not to exceed \$500.00.~~
 - ~~2.1. And may which shall be subject to a civil penalty not to exceed \$1000.00 included in the customer's monthly water bill.~~
 - Following the third documented purchased water violation, the violator shall:
 - ~~1. Be notified in writing that they are criminally responsible for the in~~ violation of ~~the this Plan, City Ordinance and~~ punishable by a ~~misuse fee minimum fine~~ of \$250.00 ~~and a maximum fine of \$500.00. shall be included in the customer's monthly water bill.~~
 - ~~2.1. And may which shall be subject to a civil penalty of not to exceed \$1000.00 included in the customer's monthly water bill.~~
 - Following the fourth documented purchased water violation, the CoLV may, upon due notice to the customer, and opportunity to appeal as provided in Subsection F, below, discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge, hereby established at \$500.00, and any outstanding charges including late payment fees, misuse fees, or penalties. In addition, ~~suitable assurance in the amount~~

~~of a deposit of \$1000.00 shall be submitted to CoLV prior to reconnection of services, must be given to the CoLV so that the same action shall not be repeated while this Article is in effect.~~ The CoLV may apply the deposit to any surcharges, fees, or penalties subsequently assessed under this Article against a customer. The deposit does not sanction continued violation of this article and disconnection may be initiated if violations continue. The deposit, if any, shall be returned to the customer at the time of the customer's voluntary disconnection from the utility system.

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

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

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

~~F.E. Judicial enforcement~~Enforcement of ~~fin~~es-~~fee~~s and penalties issued pursuant to this Article ~~may be sought through a municipal court, district court or small claims court having jurisdiction over~~is an administrative process. Customers who wish to appeal their violations, may do so in writing to the ~~matter~~City Manager or their designee.

~~G.F.~~ Compliance with this Article also may be sought through civil action, including injunctive relief in state district court. A civil penalty sought through civil action may not exceed \$1,000 a day for a violation of an ordinance.

~~H.G.~~ Enforcement for Wholesale Customers:

- Wholesale purchased water customers shall provide the CoLV with an order, ordinance, or resolution to demonstrate adequate enforcement provisions for the wholesale purchased water customer's own DCP.
- In addition, wholesale purchased water customers who fail to comply with the drought contingency measures in the plan may be subject to the following civil penalties, in addition to any other remedies available to the CoLV by law or under the terms of the wholesale water contracts.
- Penalties for wholesale purchased water customers:
 1. First documented violation: written notice of violation.
 2. Second documented violation: penalty fee of a minimum of \$2,500.00 and a

maximum fee of \$10,000.00.

3. Third documented violation: penalty fee of a minimum of \$5,000.00 and a maximum fee of \$10,000.00.

Section 7: Variances

A. The City Manager may grant variances:

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

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

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

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

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

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

Section 8: DCP Updates

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

Section 9: Notification to LCRA

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

Section 10: Implementation

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

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

Approved and Accepted by Authorized CoLV Representative:

Ed Tidwell, Mayor, City of Lago Vista

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

Date

SECTION 13.1112: CoLV Purchased Water Irrigation Schedule

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

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

Residential

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

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

Tuesdays and Fridays

Watering Hours:

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

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

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

Residential

Odd number addresses: Saturdays
Even number addresses: Sundays

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

Fridays

Watering Hours:

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

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

Residential

~~No-hose~~Hose-end sprinkler or automatic irrigation is restricted to **ONCE per Week** for 6-hours between midnight and 6:00 A.M. Hand-watering allowed for 6 hours daily between ~~midnight and 10:00 AM or between 7:00 A.M. and 10:00 AM~~ or between 7:00 PM and ~~midnight~~10:00 P.M.

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

~~No-hose~~Hose-end sprinkler or automatic irrigation is restricted to **ONCE per Week** for 6-hours between midnight and 6:00 A.M. Hand-watering allowed for 6 hours daily between ~~midnight~~7:00 A.M. and 10:00 ~~AM~~A.M. or between 7:00 ~~PM~~P.M. and ~~midnight~~10:00 P.M.

Watering Hours:

- ~~Hose-end or automatic irrigation is between~~ Midnight ~~to 10 a.m.~~ and 6:00 A.M.
- ~~Hand watering allowed daily between 7 p.m. to midnight~~00 A.M. and 10:00 A.M. or between 7:00 P.M. and 10:00 P.M.

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

Residential

All irrigation prohibited. No hand-watering allowed.

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

Watering Hours:

None.

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

	Trigger	Action	Purchased Water Irrigation Restriction	Goal	Drought Fee (\$/LUE/mo)	End Condition
Demand Triggers	When total daily water demand equals or exceeds 97% in a single day	City Manager implements Stage 4 Severe Water Shortage Condition Restrictions	Prohibited	Reduce purchased water use for affected area to minimum possible water usage		City Manager ends Stage 4 Severe Water Shortage Condition Restrictions when triggering events has ceased to exist for 5 consecutive days
	When total daily water demand equals or exceeds 95% for 3 consecutive days	City Manager implements Stage 4 Severe Water Shortage Condition Restrictions	Prohibited	Reduce purchased water use for affected area to minimum possible water usage		City Manager ends Stage 4 Severe Water Shortage Condition Restrictions when triggering event has ceased to exist for 5 consecutive days
Supply Triggers	Combined lake storage > 900,000 AF		2 Days per Week			
	Combined lake storage falls below 900,000 AF	City Council implements Stage 1 Moderate Water Shortage Condition Restrictions	2 Days per Week	Reduce average purchased water use by 10% (use appropriate historical baseline)	\$0	Stage 1 Moderate Water Shortage Condition Restrictions ends when combined lake storage rises above 900,000 AF for 30 days.
	Combined lake storage falls below 750,000 AF	City Council implements Stage 2 Moderate Water Shortage Condition Restrictions	1 Day per Week	Reduce average purchased average water use by 20% (use appropriate historical baseline)	\$10	City Council ends Stage 2 Moderate Water Shortage Condition Restrictions when combined lake storage rises above 750,000 AF for 30 days
	Combined lake storage falls below 600,000 AF	City Council implements Stage 3 Severe Water Shortage Condition Restrictions	No automatic or hose-end irrigation. Hand-watering allowed for 6 hours per day.	Reduce average purchased water use by 30% (use appropriate historical baseline) or in accordance LCRA DCP	\$20	City Council ends Stage 3 Severe Water Shortage Condition Restrictions when combined lake storage rises above 600,000 AF for 30 days
Emergency Triggers	LCRA declares Drought Worse than Drought of Record	City Council implements Stage 4 Severe Water Condition Restrictions	Prohibited	Reduce purchased water use in accordance LCRA DCP	\$20	City Council ends Stage 4 Severe Water Condition Restrictions when LCRA rescinds DWDOR restrictions
	Declared by City Manager because of a CoLV Water Plant failure, a CoLV water distribution system outage, or an LCRA water supply emergency	City Manager implements Stage 5 Emergency Water Conservation Condition Restrictions	Prohibited	Reduce purchased water use for affected area to minimum possible water usage	TBD	City Manager ends Stage 5 Emergency Water Conservation Condition Restrictions once the CoLV or LCRA emergency water supply event has been resolved

(5)

STAGE 5: Emergency Water Restrictions

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

|

1:59:44 – 2:17:58

6. Discussion on Asset Management and provide Council with an update.

Eric De la Cruz gave an update on asset management and informed the Council that the City uses Beehive program for the city vehicles maintenance status.

No action taken.

2:46:01-2:49:17

7. Discussion regarding the Irrigation System Sub-Committee Report.

No action taken.

1:27:09 –1:57:57

CONSENT AGENDA

The Consent Agenda Items Are Self-Explanatory by The City Council or Have Been Previously Discussed and Will Be Enacted with One Motion. There Will Be No Separate Discussion of These Items Unless a Council Member Requests. The Consent Agenda Is for Consideration by The City Council Only and Not Subject to Public Discussion.

8. Consider approval of the Minutes of March 6, 2025, Regular City Council Meeting.
9. Consider approval of February 25, 2025, Special Called City Council Meeting Strategic Planning minutes.
10. Consider approval of February 26, 2025, Special called City Council Meeting Strategic Planning minutes.
11. Consider approval of March 6, 2025, Special Called City Council Meeting minutes.

2:50:49 - 3:12:36

12. Discussion, consideration, and possible action approving and authorizing the City Manager to purchase a new 2025 Ford PIU Interceptor with up-fitting in the amount of \$79,872 which was approved in FY-25's budget.

3:12:36 – 3:20:13

13. Discussion, consideration, and possible action on passing Resolution No. 25-2123 initiating and entering into Stage 2 Watering Restrictions as per the City's and LCRA's adopted Drought Contingency Plans.

Councilor Durbin requested that Item #12 be removed from the Consent Agenda for discussion.

Councilor Prince requested that Item #13 be removed from the Consent Agenda for discussion.

MOTION: Councilor Owen made a motion seconded by Councilor Durbin to approve the Consent Agenda, Items #8,9,10 &11. The motion carried unanimously six (6) ayes to zero (0) nays.

MOTION: Councilor Benefield made a motion seconded by Councilor Owen to table **Item #12** on the Consent Agenda, and bring at a next Council meeting to discuss the possibility of leasing PD vehicles, and to not make any purchases until the financial city statements are posted on the website, motion carried, unanimously six (6) ayes to zero (0) nays.

MOTION: Councilor Owen made a motion seconded by Councilor Prince to approve **Item #13** on the Consent Agenda, approving **Resolution No. 25-2123**. The motion carried unanimously six (6) ayes to zero (0) nays.

ACTION ITEM

3:20:13 – 3:50:03

14. Discussion, consideration and possible action regarding Resolution No. 25-2122 establishing enhanced reporting requirements for the City Manager's Weekly Report.

MOTION: Councilor Benefield made a motion seconded by Councilor Durbin to table item and for Mr. Whichard to produce a metrics template, Motion carried unanimously six (6) ayes to zero (0) nays.

3:50:03 – 4:13:47

15. Discussion, consideration and possible awarding Bennett Paving's bid for RFP 25-04 in the amount of \$2,917,882.45 to re-pave over 47 City streets and authorize the Interim City Manager to execute the contract.

MOTION: Councilor Benefield made a motion seconded by Councilor Saum to table item until the next Council meeting, motion carried five (5) ayes to one (1) nay. Mayor Sullivan being the dissenting vote.

2:17:58 – 2:46:01

16. Discussion, consideration and possible action regarding approval of the City Facility Naming/Renaming application submitted by the Friends of the Library to name the greenspace as "Friends of the Library Park".

MOTION: Councilor Benefield made a motion seconded by Councilor Saum to table until both the KLV B and Friends of the Library agree on what to name the greenspace and bring item back to the Council, motion carried unanimously six (6) ayes to zero (0) nays.

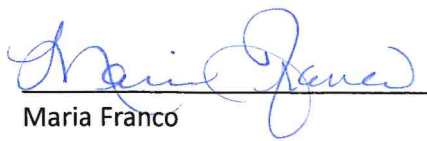
4:13:47

ADJOURNMENT

Mayor Sullivan adjourned the meeting at 7:18 PM

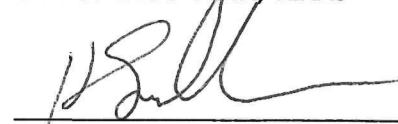
Respectfully submitted,

ATTEST:


Maria Franco
City Secretary, TRMC



CITY OF LAGO VISTA, TEXAS


Kevin Sullivan, Mayor

On a motion by Councilor Mayor Sullivan, seconded by Councilor Saum, the above and foregoing instrument was passed and approved this 3rd day of April 2025.

CITY OF LAGO VISTA

RESOLUTION NO. 25-2123

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS,
ADOPTING A CITY COUNCIL WORK PLAN FOR 2025–2026; PROVIDING FOR AN
EFFECTIVE DATE; AND PROVIDING FOR RELATED MATTERS.**

WHEREAS, the City Council of the City of Lago Vista, Texas, is committed to transparency, accountability, and long-term strategic planning to meet the needs of the community; and

WHEREAS, the City Council Work Plan for 2025–2026 is a guiding document that outlines key goals, priorities, and initiatives to be undertaken by the City to improve service delivery, infrastructure, economic development, quality of life, and government operations; and

WHEREAS, the development of the Work Plan was informed by staff input, community feedback, and Council discussions during prior meetings and planning sessions; and

WHEREAS, on April 3, 2025, during a duly posted City Council meeting, the City Council provided direction to staff to bring the proposed City Council Work Plan forward for formal approval at the next regular meeting; and

WHEREAS, the City Council finds that formal adoption of the Work Plan will provide a clear and unified direction for the organization and will assist in guiding staff work programs and the preparation of the City’s annual budget.

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

1. The City Council Work Plan for Fiscal Years 2025–2026, attached hereto as **Exhibit A**, is hereby adopted as the guiding document for City initiatives and priorities during the specified time period.

2. City staff is hereby directed to implement the goals and objectives contained in the Work Plan and to provide regular updates on progress to the City Council.
3. This Resolution shall take effect immediately upon its passage.

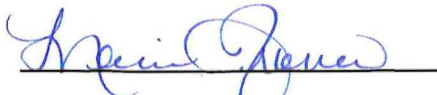
PASSED AND APPROVED this 17 day of April, 2025.

CITY OF LAGO VISTA, TEXAS



Kevin Sullivan, Mayor

ATTEST:



Maria Franco, City Secretary

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



City Council Work Plan

2025 – 2026

Prepared by

City Council

April 17th, 2025

EXHIBIT “A”
CITY COUNCIL WORK PLAN

City Council Vision Statement

To be a premier destination for businesses and residents, leveraging our unique location, natural beauty, rich culture, and strong educational opportunities while preserving the character and quality of life that make Lago Vista exceptional.

Goal #1: Quality of Life

Preserve and enhance the quality of life for Lago Vista residents by maintaining a safe, clean, and attractive community, ensuring responsible growth, and prioritizing conservation without compromising the city's unique character.

Top Priority Objectives:

1. Implement and review progress on the 2024-2029 Capital Improvement Plan.
 - a. The CM will execute on the approved CIP plan, with robust reporting as close to real time as possible. Variations from the approved CIP plan will be explained and justified to council routinely.
 - b. Update the 5 year CIP during the budget process to align with the Water and Wastewater Master Plans and the Traffic Safety Analysis
2. Complete and publish the updated Comprehensive Master Plan, including the Parks Master Plan and Future Land Use Map.
 - a. Begin aligning long term plans and projects, including updates as needed to the 5 year CIP and by defining a 10 year outlook for Capital Improvements
 - b. Define a prioritized long term plan for Parks, including large capital projects, Trails, and pocket parks
3. Maintain and improve major infrastructure
 - a. Begin actions to meet recommendations from the completed Traffic Safety Analysis. Large projects should be added to the 5 year CIP.
 - b. Conduct a comprehensive review of all water and wastewater infrastructure to ensure appropriate maintenance and identify future rehabilitation needs.
 - c. Complete and get approval on all plans necessary to begin an Impact Fee Review process and then execute on the process as expeditiously as possible

Additional Objectives

4. Implement recommendations from the completed Traffic Safety Analysis as part of ongoing department workplans where possible
5. Track and maintain a publicly available document showing current status of all Planned Development Districts.
6. Implement Citizen engagement activities such as the Civic Academy and Citizens' Police Academy.

Goal #2: Collaboration

Continue collaborative efforts with ESD, North Lake Travis Chamber of Commerce, Lago Vista ISD, Lago Vista Property Owners Association, Rusty Allen Airport Property Owners Association, and other state and federal entities

Top Priority Objectives:

1. Engage efficiently and effectively with key organizations including Travis County ESD, Lago Vista ISD, TxDOT, and others
 - a. Hold regularly scheduled coordination meetings as appropriate
 - b. Hold annual joint public meetings with appropriate organizations for public information and input.
 - c. Continue advocating for safety improvements on 1431 and explore potential joint initiatives with neighboring jurisdictions.
2. Build collaborative efforts and partnerships among area jurisdictions pertaining to water and wastewater operations and systems to share knowledge, experience, tools, and equipment when possible.

Additional Objectives

3. Collaborate with citizen advisory committees and boards to incorporate feedback and influence workplans of city staff
4. Support ad-hoc special committees as approved by City Council

Goal #3: Organization Effectiveness

Enhance efficiency and effectiveness of the organization through transparency and a quality workplace for employees

Top Priority Objectives:

1. Implement and improve activities to enhance staff productivity
 - a. Refine and expand Department Performance metrics to drive continuous improvement.
 - b. Increase effective use of AI by training staff members and incorporating into City tools and processes.
 - c. Replace computers that have reached the end of their life cycle and upgrade older systems to support the latest operating systems.
2. Implement and improve activities to improve staff working conditions
 - a. staff comradery initiatives.
 - b. Analyze trends from annual employee surveys and develop action plans to address key findings.
 - c. Evaluate and enhance the Employee Appreciation Program based on feedback and best practices.
3. Improve Communications to and from citizens
 - a. Continue to implement Customer Service Assessments for the public to provide feedback on staff performance
 - b. Release a usable public tool for visibility into city finance details. Either address limitations of OpenGov or replace it with a better solution.
 - c. Define the allowable content for the digital signage along Lohman Ford Road and 1431 to maximize its effectiveness and usefulness for local information.
 - d. Police Department will conduct at least 7 community events with varying themes, at different times, to reach a substantial portion of our community.

Additional Objectives

4. Complete Texas Police Chief's Association Accreditation Program.

Goal #4: Easy to work with

Make Lago Vista a great place to live and work for citizens

Top Priority Objectives:

1. Take the Home-Based Business Ordinance through the appropriate process and bring it forward to council to review
2. Enhance the city communications to include checklists and/or workflows for businesses, citizens and developers
 - a. Make it easier for businesses to understand the process for starting a business in our city.
 - b. Make it easier for citizens to understand how they can complete projects (fencing, accessory buildings, etc).
 - c. Make it easier for developers to understand the process to bring new projects to the city.

Additional Objectives

3. Analyze usage data of the "Notify Me" system and FAQ section on the city website to improve communication effectiveness.
4. Conduct a user satisfaction survey for the Camino software permitting and licensing system and implement improvements based on feedback.

Goal #5: Financial efficiency and transparency

Manage the City's financial activities with a commitment to transparency, accountability, and adherence to best practices.

Top Priority Objectives:

1. Financial Reporting Transparency:
 - a. Publish monthly financial reports detailing fund balances, departmental revenues, and expenditures within 30 calendar days following the end of each month.
 - b. Provide quarterly financial summaries to the City Council, comparing actual performance against the approved budget within 45 calendar days of quarter-

end. These reports should highlight any major variances along with explanations and recommended actions.

- c. Prepare and publish a post-mortem financial analysis of the prior fiscal year by February to support the annual budget development process.

2. Budget Accessibility and Public Engagement:

- a. Ensure the annual budget includes a summary in a format consistent with quarterly reports to facilitate year-over-year comparisons.
- b. Publish budget documents and financial reports in a searchable, analyzable format that is easy for both the City Council and the public to review during the budget development process.

3. Enhanced Public Access to Financial Information:

- a. Develop a centralized "City Overview" dashboard page accessible under the Government tab with links to all City dashboards as they are developed, including financials, infrastructure projects, and strategic initiatives to be completed by the end of March.
- b. Implement a Financial Transparency Dashboard on the City's website,
- c. The dashboard should consolidate key financial reports, including monthly, quarterly, and annual updates, allowing residents to easily track the city's financial position by August 2025.

4. Efficient and effective Budget development:

- a. Publish baseline budget no later than June.
- b. All departments should be no higher than 5% below the lower of the previous year's budget or the previous year's actual expense
- c. Develop and utilize a standard form to justify any department increases over the baseline budget.
- d. Develop and utilize a standard form to justify any individual expenses for Assets, Services, or Supplies in excess of \$30,000