



**AGENDA
CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS
5803 THUNDERBIRD
LAGO VISTA, TX
OCTOBER 15, 2026 AT 2:30 PM**

REGULAR SESSION WILL RECONVENE AT 4:00PM

JOIN MEETING VIA VIDEO CONFERENCE

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

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

You can also dial in using your phone.

Access Code: 242-387-805

United States: +1 (646) 749-3122

I. CALL TO ORDER, CALL OF ROLL

Shane R. Saum, Mayor

Amanda Chavarria, Council Member

Jess Hall, Council Member

Adam Benefield, Council Member

Norma Owen, Mayor Pro Tem

Karen Van Ness, Council Member

Paul Prince, Council Member

Interim City Manager, Ron Joy

II. EXECUTIVE SESSION

Convene into a closed Executive Session pursuant to;

1. Consultation with City Attorney pursuant to Texas Government Code § 551.071 regarding legal issues related to one or more items listed on this agenda, where confidential attorney-client advice is necessary.
2. Discussion regarding the reorganization of the City's organizational structure and related personnel matters pursuant to Texas Government Code Section 551.074 Personnel Matters.
3. Consultation with the City Attorney pursuant to Texas Government Code Section 551.071, regarding legal issues related to Lakeside at Tessera.
4. Receive legal briefing regarding from City Attorney regarding pending or contemplated personnel investigations pursuant to Texas Gov't Code Sec. 551.074 (Personnel)

III. ACTION ON EXECUTIVE SESSION ITEMS (action and/or vote may be taken on the following

agenda items):

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

1. Consultation with City Attorney pursuant to Texas Government Code § 551.071 regarding legal issues related to one or more items listed on this agenda, where confidential attorney-client advice is necessary.
2. Discussion regarding the reorganization of the City's organizational structure and related personnel matters pursuant to Texas Government Code Section 551.074 Personnel Matters.
3. Consultation with the City Attorney pursuant to Texas Government Code Section 551.071, regarding legal issues related to Lakeside at Tessera.
4. Receive legal briefing regarding from City Attorney regarding pending or contemplated personnel investigations pursuant to Texas Gov't Code Sec. 551.074 (Personnel)

IV. INVOCATION

V. PLEDGE OF ALLEGIANCE, PLEDGE TO TEXAS FLAG

VI. CITIZEN COMMENTS

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

To participate in the citizen comments portion of the meeting, you must submit a completed form.

If you are attending the meeting in the City Council Chambers you must complete the form available at that location and provide it to the Mayor prior to the start of the meeting. If you will be participating using the online videoconferencing tool, you must complete the form and submit it by email in accordance with the instructions included within the form. It is found on the City's website at the link below. The Council will reconvene from executive session at or around 4:00 p.m.

[Citizen Participation Registration Form](#)

VII. PRESENTATIONS & PROCLAMATIONS

1. Proclamation Declaring October 16-24, 2026 as Friends of the Library Week.

VIII. CONSENT

1. Approve the minutes of the September 25, 2026, Called City Council Meeting.
2. Approve the minutes of the October 1, 2026, City Council Meeting.

IX. ACTION ITEMS

1. Consider, discuss, and possibly take action on Ordinance No. 26-10-15-01; Recommendation from the Building and Standards Commission for the updates to Chapter 3.12 of the Building Regulations regarding Property Maintenance, Substandard And Dangerous Buildings And

Structures.

2. Consider, discuss, and possibly take action regarding the First Amendment to the Development and Annexation Agreement between the City of Lago Vista and W Land Development Management, LLC, for the approximately 109.4251-acre Groseclose Tract, known as the Luna Ridge development.
3. Consider, discuss, and possibly take action regarding the City's partnership with the North Lake Travis Chamber of Commerce & Visitors Center, including a Hotel Occupancy Tax operating agreement, a service agreement for non-HOT eligible City services and events, procedures for HOT-funded event reimbursements, amendment of the current event reimbursement limit from 50% to up to 100% of eligible expenses, and consideration of funding for Brews & Balloons 2026.
4. Consider, discuss, and possibly take action regarding the Comprehensive Plan Update as it relates to the Future Land Use Map (FLUM) limited to review and possible addition of commercial designations to the FLUM, and provide direction to staff regarding preparation of the draft in accordance with direction on commercial designations.
5. Consider, discuss, and possibly take action regarding the selection of a candidate for the Texas Municipal League (TML) Region 10 Director election ballot.
6. Consider, discuss, and possibly take action to ratify the acceptance of Assistant Chief Thomas Franco as Interim Police Chief.

X. WORK SESSION

1. Discuss the 2027 Economic Development and tourism strategy for the city.

XI. ITEMS OF COMMUNITY INTEREST

XII. STAFF AND COUNCIL LIAISON REPORTS

A. Routine Reports from City Staff.

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

XIII. 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 6:00 pm on the 8th day of October 2026.

Robin Smith , City Secretary

THIS MEETING SHALL BE CONDUCTED PURSUANT TO THE TEXAS GOVERNMENT CODE SECTION

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

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

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

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

[2026-2027-Adopted Budget](#)



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 15, 2026

SUBMITTED BY: Shane Saum, Mayor

SUBJECT: Proclamation Declaring October 16-24, 2026 as Friends of the Library Week.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 15, 2026

SUBMITTED BY: Robin Smith, City Secretary

SUBJECT: Approve the minutes of the September 25, 2026, Called City Council Meeting.

RECOMMENDATION: Approval of the September 25, 2026, Called City Council Meeting Minutes.

ATTACHMENTS:
[26-09-25-Called CC- draft minutes - .pdf](#)



**CITY COUNCIL SPECIAL
CALLED MEETING MINUTES
FRIDAY, SEPTEMBER 25, 2026
4:00 PM
CITY COUNCIL CHAMBERS
5803 THUNDERBIRD
LAGO VISTA, TX**

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

Present: Shane R. Saum, Adam Benefield, Norma Owen, Paul Prince, Amanda Chavarria, Karen Van Ness, Jess Hall, Isaac Turner, Brad Bullock

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I. CALL TO ORDER, CALL OF ROLL

Shane R. Saum, Mayor	Norma Owen, Mayor Pro Tem
Amanda Chavarria, Council Member	Karen Van Ness, Council Member
Jess Hall, Council Member	Paul Prince, Council Member
Adam Benefield, Council Member	

II. EXECUTIVE SESSION

Council convened into Executive session at 4:01 pm.

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

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

Council reconvened into open session at 4:19 pm.

Council convened back into executive session at 6:35 pm.

Council reconvened into open session at 7:55 pm.

1. Consultation with City attorney pursuant to Texas Government Code 551.071, (legal advice) and Section 551.074 (personnel matters), to discuss Interim City Manager assignments and duties.

No Action

2. Consultation with City Attorney pursuant to Texas Government Code § 551.071 regarding legal issues related to one or more items listed on this agenda, where confidential attorney-client advice is necessary.

No Action

IV. PLEDGE OF ALLEGIANCE, PLEDGE TO TEXAS FLAG

V. CITIZEN COMMENTS

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[Citizen Participation Registration Form](#)

Citizen Comments received by Michael de Sosa, Mike Zaydel, Larry Russel, David Montgomery-Scott-donated time by Denise Vandere, Paul Roberts, Susie Mumford, Krissy Blystone, Cal Ross, Gene Harris - donated time from Sandi Harris, and Mark Douglas.

VI. ACTION ITEMS

Council Member Adam Benefield Motions to lower the tax rate .42 and accept Mayor prepared budget (long motion).2nd Amanda Chavarria - City Council discussion - Councilor Prince proceeds to discuss his disappointment in the City Council. Council continues discussion prior to finalizing vote.

1. Discussion, consideration, and possible action regarding an ordinance amending Ordinance No. 26-09-17-01; an Ordinance of the City of Lago Vista, Texas adopting a Budget for Fiscal Year beginning October 1, 2026, and ending September 30, 2027; appropriating the various amounts thereof and repealing all Ordinances or parts of Ordinances in conflict therewith; and providing for an effective date.

The City provided the following information in compliance Texas Government Code § 551.043(c): (i) a copy of the City's proposed budget may be located on the City's home page of its website and at <https://tx-lagovista.civicplus.com/184/Budget> ; and (ii) Taxpayer Impact Statement – For the median-valued homestead property a comparison of the current property tax bill in dollars pertaining to the property for the current fiscal year FY 2025/26, an estimate if the proposed budget is adopted for the upcoming FY 2026/27, and an estimate of a balanced budget at the no-new-revenue tax rate for the upcoming FY 2026/27 is below.

Median-Valued Homestead Property of \$300,463.00	Property Tax Bill in Dollars
Current FY 2025/26	\$ 1,261.94
An estimate if the proposed budget is adopted for FY 2026/27	\$ 1,261.94
An estimate if a balanced budget is funded and adopted at the no-new-revenue tax rate for FY 2026/27	\$ 1,358.06

Motion by Councilor Benefield to approve Ordinance 26-09-25-01 amending the 2026-2027 Budget as detailed in Exhibit A with direction on the general fund account – ad valorem taxes shall be reduced to reflect a total tax rate of 0.42.

Roll Call Vote taken.

Moved by Adam Benefield; seconded by Amanda Chavarria to Approve.

Motion Failed: 3- 4

Voting For: Shane R Saum, Adam Benefield, Amanda Chavarria

Voting Against: Norma Owen, Paul Prince, Karen Van Ness, Jess Hall

Motion by Mayor Pro Tem Owen to consider .446795 tax rate, reduce legal services, lower Parks & Rec. Director salary, remove training from City Councils budget.

Roll Call Vote taken.

Motion by Norma Owen; seconded by Paul Prince to Approve.

Motion Failed: 2-5

Voting For: Norma Owen, Jess Hall

Voting Against: Shane R. Saum, Adam Benefield, Amanda Chavarria, Karen Van Ness, Paul Prince

2. Discussion, consideration, and possible action regarding a resolution amending Resolution No. 26-2223, a resolution of the City Council of the City of Lago Vista, Texas, ratifying the increase in total property tax revenue reflected in the Fiscal Year 2026-2027 budget, as required by Section 102.007(c) of the Texas Local Government Code.

3. Discussion, consideration, and possible action regarding an ordinance amending Ordinance No. 26-09-17-02; an Ordinance of the City of Lago Vista, Texas levying Ad Valorem Taxes for use and support of the Municipal Government of the City of Lago Vista for the fiscal year beginning October 1, 2026, and terminating September 2027; providing for apportioning each levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid.

VII. ADJOURNMENT

Mayor Saum Adjourned the meeting at 7:55 pm



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 15, 2026

SUBMITTED BY: Robin Smith, City Secretary

SUBJECT: Approve the minutes of the October 1, 2026, City Council Meeting.

RECOMMENDATION: Approval of the October 1, 2026, City Council Meeting Minutes.

ATTACHMENTS:
[26-10-01-CC-Draft minutes.pdf](#)



**CITY COUNCIL REGULAR
MEETING MINUTES
THURSDAY, OCTOBER 1, 2026
3:00 PM
CITY COUNCIL CHAMBERS
5803 THUNDERBIRD
LAGO VISTA, TX**

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

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

REGULAR SESSION WILL RECONVENE AT

4:00PM JOIN MEETING VIA VIDEO CONFERENCE

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I. CALL TO ORDER, CALL OF ROLL

Shane R. Saum, Mayor

Amanda Chavarria, Council Member

Jess Hall, Council Member

Adam Benefield, Council Member

Norma Owen, Mayor Pro Tem

Karen Van Ness, Council Member

Paul Prince, Council Member Isaac

Ron Joy, Interim City Manager

Mayor Saum called the meeting to order at 3:02 pm.

II. EXECUTIVE SESSION

Convene into a closed Executive Session pursuant to;

Council convened into Executive Session at 3:03 pm.

1. Consultation with City Attorney pursuant to Texas Government Code § 551.071 regarding legal issues related to one or more items listed on this agenda, where confidential attorney-client advice is necessary.
2. Consultation with City attorney pursuant to Texas Government Code 551.074, to discuss Interim City Manager assignments and duties.

3. Discussion with City Attorney pursuant to Gov't Code Sec. 551.071 (legal advice) regarding pending litigation – Alton Moore v. City of Lago Vista; Caelum Capital v. City of Lago Vista.
4. Discussion with City Attorney (Gov't Code Sec 551.071 - legal advice) related to proposed first amendment to agreement with Lago Vista Little League.

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

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

Council reconvened into open session at: 4:30 pm.

Council took a recess at 5:20 pm and reconvened 5:22 pm.

Attorney, Brad Bullock updates discussion in Executive Session on Executive Session items 2, 3, and 4.

1. Consultation with City Attorney pursuant to Texas Government Code § 551.071 regarding legal issues related to one or more items listed on this agenda, where confidential attorney-client advice is necessary.

No Action

2. Consultation with City attorney pursuant to Texas Government Code 551.074, to discuss Interim City Manager assignments and duties.

Move to appoint Ron Joy as Interim City Manager.

Moved by Norma Owen; seconded by Adam Benefield to

Approve. Motion Passed: 6 - 0

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

Absent: Jess Hall

Voting Against: None

3. Discussion with City Attorney pursuant to Gov't Code Sec. 551.071 (legal advice) regarding pending litigation – Alton Moore v. City of Lago Vista; Caelum Capital v. City of Lago Vista.

No Action

4. Discussion with City Attorney (Gov't Code Sec 551.071 - legal advice) related to proposed first amendment to agreement with Lago Vista Little League.

Citizen Comment received by Krissy Blystone with LVUB.

Moved by Norma Owen; seconded by Shane R Saum to Approve; City Council to work with LVUB on amended contract.

Motion Passed: 6 - 0

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

Voting Against: None

IV. INVOCATION

Invocation led by Interim City Manager, Ron Joy.

V. PLEDGE OF ALLEGIANCE, PLEDGE TO TEXAS FLAG

VI. CITIZEN COMMENTS

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Citizen Participation Registration Form

Citizen Comments received by Thomas Burlew, Enrique Lopez, Cal Ross, Steven Cruz, Paul Roberts.

VII. PRESENTATIONS & PROCLAMATIONS

1. Proclamation for Tourism Friendly Texas Community.

Mayor Saum read in proclamation and presented to Jennifer Sandoval, Special Events Coordinator for the City of Lago Vista.

2. Public Works will provide a presentation and project update on WTP3 – Trident.
Director of Development Services, Ernesto Rios, presents update on WTP3. (Trident)

VIII. ACTION ITEMS

1. Consider and take appropriate action to ratify the emergency action taken by staff to authorize repairs to the wastewater treatment plant (WWTP) lift station discharge piping, based on public works' justification that the condition of the discharge piping presented an immediate risk to the continued and reliable operation of the wastewater system and required prompt repair to protect public health, safety, and the proper functioning of the wastewater system.

Moved by Norma Owen; seconded by Paul Prince to Approve.

Motion Passed: 7- 0

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

Voting Against: None

2. Approval of a Resolution No. 26-2226; Authorizing the release of two five-foot public utility and drainage easements adjacent to the common boundary line of Lot 911, a resubdivision of Lot 911A, Country Club Estates, Section Five, and Lot 910, Country Club Estates, Section Five, located at 21534 Lakefront Drive, Lago Vista, Texas.

Moved by Norma Owen; seconded by Paul Prince to approve.

Motion Passed: 7- 0

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

Voting Against: None

3. Consider, discuss, and take action on the Planning and Zoning Commission's recommendation regarding the Comprehensive Plan Update and Future Land Use Map (FLUM), and provide direction to staff regarding preparation of the next draft. *Citizen Comments received by Kevin Sullivan, Joel Scott, Eugene Uecker, Enrique Lopez, Dave Stewart, David vonOhlerking, Di Ann Tjon Joe Pinn, Ray Jones, Paul Roberts - donated time from Deanna Robert and Connie Ross, Paul Struhbaker - donated time Mindy Struhbaker, Norm Spaulding.*

Mayor Saum read in citizen comments for: Ann Cleator, Laurie Dick, Mike Slaughter. Deanna Roberts, John and Ann Vay, Constance Mendez.

Council discusses the item. Council's consensus is to work with Staff on the FLUM and Comprehensive Plan prior to going back to Planning & Zoning.

Interim City Manager, Ron Joy updates Council that the City will contract an Engineer with Freeze & Nichols to work for the City as an Engineer / Dev. Serv. Director.

Moved by Adam Benefield; seconded by to Motion by Adam Benefield - Designate Shoreline Ranch as neighborhood residential. - No second - motion failed.

Moved by Shane R Saum; seconded by Norma Owen to Approve
Proposed FLUM draft approved by P&Z, correcting the Turnback Ranch designation per our conversation tonight, correcting the park designation near what was referred to as the Peninsula per our conversation tonight, and designating Shoreline Ranch as rural residential tier one with a prominent disclaimer printed on the FLUM stating this does not reflect entitlements, and holding a special called meeting for council to reassess commercial zoning.

Motion Passed: 4- 2

Voting For: Shane R Saum, Paul Prince, Karen Van Ness, Jess Hall

Voting Against: Adam Benefield, Amanda Chavarria

4. Approve the minutes of the September 17, 2026, City Council Meeting.

Moved by Paul Prince; seconded by Amanda Chavarria to Approve

Motion Passed: 7- 0

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

Voting Against: None

IX. WORK SESSION

1. Discussion regarding the growing concerns and recent events related to e-bikes and illegal e-bike operations on city streets, public safety concerns, applicable changes to city ordinances, and other proactive safety measures that could be implemented to mitigate injuries and provide for safe operating behavior.
Interim City Manager Ron Joy discussed the presentation included in the City Council packet. Citizen comment received by David vonOhlerking.
Council discusses options for bike safety.
2. Discussion and possible action regarding next steps for the Texas Water Development Board Clean Water State Revolving Fund Application process.
Mayor states Council would like updates on the development of the application.

X. ITEMS OF COMMUNITY INTEREST

XI. STAFF AND COUNCIL LIAISON REPORTS

- A. Routine Reports from City Staff.
Interim City Manager Ron Joy provided an update on the Police Department audit and reported that the audit went well. He also announced that the Finance Department has Finance Assistant, Jessica Carpenter, who began employment on Monday.

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

Council Member Norma Owen provided an update regarding the Lago Vista Independent School District (LVISD) State of the District.

Mayor Saum provided an update regarding Texas ATM Parks.

XII. ADJOURNMENT

Mayor Saum adjourned the meeting at 8:24 pm.

CITY OF LAGO VISTA

Shane Saum, Mayor

ATTEST:

Robin Smith, City Secretary

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

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 15, 2026

SUBMITTED BY: Tam Pieklik, Development Services Supervisor

SUBJECT: Consider, discuss, and possibly take action on Ordinance No. 26-10-15-01; Recommendation from the Building and Standards Commission for the updates to Chapter 3.12 of the Building Regulations regarding Property Maintenance, Substandard And Dangerous Buildings And Structures.

BACKGROUND:

The Building and Standards Commission is proposing amendments to Chapter 3, Article 3.1200, "Property Maintenance, Substandard and Dangerous Buildings and Structures," of the City of Lago Vista Code of Ordinances. The proposed amendments are intended to update and clarify the City's regulations related to property maintenance, substandard buildings, dangerous buildings, unsafe structures, notice requirements, Building and Standards Commission procedures, orders, abatement, liens, penalties, enforcement, and judicial review.

The proposed amendments also update the City's adoption and local amendments to the International Property Maintenance Code and clarify the relationship between the City's local dangerous building procedures and Chapter 214 of the Texas Local Government Code. The proposed amendments are attached as Exhibit "A: Amendments to Code." The exhibit includes amendments to Chapter 3, Article 3.1200 addressing the International Property Maintenance Code adoption, dangerous building definitions, notice provisions, hearings, Building and Standards Commission orders, liens, penalties, enforcement, and judicial review.

At its June 3, 2026 meeting, the Building and Standards Commission reviewed the proposed amendments and voted to recommend that the amendments be forwarded to the City Council for consideration. The City Council is now being asked to consider approval of the ordinance adopting the proposed amendments.

FINDINGS:

- The proposed amendments update and clarify the City's regulations for property maintenance, dangerous buildings, unsafe structures, and substandard buildings.
- The proposed amendments support the protection of public health, safety, and welfare.
- The proposed amendments clarify procedures for notice, hearings, orders, abatement, liens, penalties, enforcement, and judicial review.
- The Building and Standards Commission reviewed the proposed amendments at its June 3, 2026 meeting and recommended forwarding the amendments to the City Council for consideration.
- Adoption of the ordinance is necessary and appropriate to maintain clear procedures for addressing dangerous, unsafe, and substandard buildings within the City.

RECOMMENDATION:

Staff recommends that the City Council consider approval of an ordinance amending Chapter 3, Article 3.1200, "Property Maintenance, Substandard and Dangerous Buildings and Structures," of the City of Lago Vista Code of Ordinances, as shown in Exhibit "A: Amendments to Code."

ATTACHMENTS:

[Ord_No._26-10-15-01_Amend._Ch_3_Buidling_Reg.pdf](#)

[BSC Unsafe Ex A pdf.pdf](#)

[Exhibit A: Amendments to Code](#)

ORDINANCE NO. 26-10-15-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, AMENDING CHAPTER 3, “BUILDING REGULATIONS,” ARTICLE 3.1200, “PROPERTY MAINTENANCE, SUBSTANDARD AND DANGEROUS BUILDINGS AND STRUCTURES,” OF THE CITY OF LAGO VISTA CODE OF ORDINANCES; ADOPTING AMENDMENTS RELATED TO PROPERTY MAINTENANCE, SUBSTANDARD BUILDINGS, DANGEROUS BUILDINGS, UNSAFE STRUCTURES, NOTICE, HEARINGS, ORDERS, ABATEMENT, LIENS, PENALTIES, AND ENFORCEMENT; ADOPTING EXHIBIT “A: AMENDMENTS TO CODE”; PROVIDING FINDINGS OF FACT; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lago Vista, Texas is a home-rule municipality authorized to adopt regulations necessary to protect the public health, safety, and welfare of the City and its residents; and

WHEREAS, Chapter 214, Texas Local Government Code, authorizes municipalities to establish minimum standards for buildings and to require the repair, securing, vacation, removal, or demolition of buildings that are dilapidated, substandard, dangerous, unsafe, or otherwise hazardous to the public health, safety, and welfare; and

WHEREAS, the City Council finds that dangerous, unsafe, unsecured, dilapidated, and substandard buildings and structures may endanger occupants, neighboring properties, emergency responders, and the general public; and

WHEREAS, the City desires to amend Chapter 3, Article 3.1200 of the City of Lago Vista Code of Ordinances to update and clarify the City’s property maintenance, substandard building, dangerous building, unsafe structure, abatement, and enforcement regulations; and

WHEREAS, the proposed amendments include updates to the City’s adoption of the International Property Maintenance Code, related local amendments, dangerous and unsafe building procedures, notice requirements, Building and Standards Commission procedures, orders, liens, penalties, enforcement, and judicial review, as more specifically set forth in Exhibit “A: Amendments to Code,” attached hereto and incorporated herein for all purposes; and

WHEREAS, the Building and Standards Commission reviewed the proposed amendments at its June 3, 2026 meeting and voted to recommend that the amendments be forwarded to the City Council for consideration; and

WHEREAS, the City Council has reviewed the proposed amendments and finds that adoption of this Ordinance is necessary and appropriate to protect the public health, safety, and welfare.

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

SECTION 1. FINDINGS OF FACT

The foregoing recitals are hereby found to be true and correct and are incorporated into this Ordinance as findings of fact for all purposes.

SECTION 2. AMENDMENT TO CHAPTER 3, ARTICLE 3.1200

Chapter 3, “Building Regulations,” Article 3.1200, “Property Maintenance, Substandard and Dangerous Buildings and Structures,” of the City of Lago Vista Code of Ordinances is hereby amended as set forth in Exhibit “A: Amendments to Code,” attached hereto and incorporated herein for all purposes.

The amendments shown in Exhibit “A: Amendments to Code” shall be codified as part of the City of Lago Vista Code of Ordinances.

SECTION 3. ADOPTION OF EXHIBIT A

Exhibit “A: Amendments to Code” is hereby adopted and incorporated into this Ordinance for all purposes as if fully set forth herein. The amendments shown in Exhibit “A” shall amend Chapter 3, “Building Regulations,” Article 3.1200, “Property Maintenance, Substandard and Dangerous Buildings and Structures,” of the City of Lago Vista Code of Ordinances.

The exhibit provided for this ordinance contains the proposed Chapter 3, Article 3.1200 amendments, including the updated property maintenance code adoption, Chapter 214 consistency language, dangerous building definitions, notice provisions, Building and Standards Commission procedures, orders, liens, penalties, and enforcement provisions.

SECTION 4. REPEALER

All ordinances, parts of ordinances, resolutions, policies, or provisions of the City Code in conflict with this Ordinance are hereby repealed to the extent of such conflict only.

SECTION 5. SEVERABILITY

If any section, subsection, sentence, clause, phrase, provision, or application of this Ordinance is for any reason held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall remain in full force and effect.

SECTION 6. SAVINGS CLAUSE

All rights, remedies, violations, penalties, proceedings, notices, orders, investigations, enforcement actions, and pending matters existing before the effective date of this Ordinance are preserved and may be continued, prosecuted, and enforced as allowed by law.

SECTION 7. PUBLICATION

The City Secretary is authorized and directed to publish the caption or descriptive title of this Ordinance as required by law.

SECTION 8. EFFECTIVE DATE

This Ordinance shall take effect immediately upon passage and publication as required by law.

PASSED AND APPROVED this ____ day of _____, 2026.

CITY OF LAGO VISTA, TEXAS

Shane Saum, Mayor

ATTEST:

Robin Smith, City Secretary

Exhibit A

Chapter 3, Building Regulations, Article 3.1200 Is amended as follows:

1. Article 3.1200 Title is amended by adding the words “Property Maintenance” to the beginning of the title.

2. Sec.3.1201 opening paragraph is deleted and replaced with the following:

Sec. 3.1201 Adoption of the International Property Maintenance Code and Amendments

(a) A certain document, one copy of which is on file in the office of the City Secretary, being marked and designated as the “International Property Maintenance Code,” 2024 Edition, including all applicable appendices and local amendments adopted by the City, published by the International Code Council, Inc., is hereby adopted as the Property Maintenance Code of the City of Lago Vista for regulating and governing the conditions and maintenance of all property, buildings, and structures; establishing standards for utilities, facilities, and other physical conditions essential to ensure structures are safe, sanitary, and fit for occupancy and use; and providing procedures for the condemnation, repair, securing, relocation of occupants, demolition, and removal of dangerous buildings and structures in accordance with Chapter 214, Texas Local Government Code.

(b) In the event of a conflict between the International Property Maintenance Code and this Article, the provisions of this Article shall govern. In the event of a conflict between this Article and Chapter 214, Texas Local Government Code, Chapter 214 shall control

(c) The 2024 International Property Maintenance Code is amended as follows

(1) Each reference to “board of adjustments and appeals” is hereby amended to mean the building and standards commission for the city and the membership of the building and standards commission as appointed by the city council.

(2) Each reference to the qualification requirements for members of the “board of adjustments and appeals” is hereby repealed. Appeals under the International Property Maintenance Code shall be governed by Section 3.1211 of this Article.

(3) The following numbered section is deleted and replaced in full with as follows:

Section 1076.4 Violation penalties. Any person who violates a provision of this code, or fails to comply therewith, or with any of the requirements thereof, shall be guilty of a misdemeanor, and subject to a fine of between \$1.00 and \$2,000.00. Each day a violation occurs constitutes a separate offense.

(4) Section 302.4. Weeds is deleted

(5) Section 602.3. Heat supply. The words “the period from (DATE) to (DATE)” is deleted and replaced with “the winter outdoor design temperature for Lago Vista as indicated in Appendix D of the International Plumbing Code”.

(6) Section 602.4. Occupiable work spaces. The words “during the period from (DATE) to (DATE)” are deleted.

3. Sec 3.1202 is deleted and replaced with the following:

Sec. 3.1202 This Article shall be interpreted and enforced consistently with Chapter 214, Texas Local Government Code. In the event of any conflict, Chapter 214 shall control.

4. Sec. 1203 Chapter 214 Adopted is amended by adding the following sentence:

If any section, subsection, sentence, clause, phrase, or provision of this Article is for any reason held unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Article, and the City Council hereby declares it would have adopted this Article and each provision thereof irrespective of the invalidity of any particular provision.

5. Sec. 1204 Definitions is amended as follows:

a. In the definition of Code Enforcement Authority, the word “manager” is added after the word “city”.

b. In the definition of Dangerous Buildings, Unsafe Building and Substandard Building in (a) (4) is amended by deleting the word “morals”.

c. In the definition of Dangerous Buildings, Unsafe Building and Substandard Building in (d) (3) the number 2021 is deleted and replaced with 2024.

6. Section 3.1206 Is amended as follows:

The following words are added to the leading paragraph after the words “therefore reported”: “or found”.

7. Section 3.1206 as follows:

a. (b) is amended by adding the words “or cause to be inspected” after the word “inspect”.

b. (c) is amended by deleting the word “secretary” and replacing it with the word “chairman”.

8. Section 3.1206 (e) is amended by deleting the words “as shown by the records of the city secretary”.

9. Section 3.1206 (f) is deleted and replaced with the following:

(f) The code enforcement authority or city manager, as applicable, may acquire appropriate engineer(s) or building inspector(s) to provide additional inspections, reports and act as an expert witness at hearings.

10. Sec 3.1207 (a) is amended by adding the words ” ...and the Property Maintenance Code...” after the words “in this Section”.

11. Sec. 3.1209 is amended by deleting paragraph (a) and replacing it with the following:

(a) If the code enforcement authority determines that a building or structure presents an immediate danger to public health or safety, is open and unsecured creating a hazard of unauthorized entry, or poses an imminent risk of collapse, fire hazard, or injury to persons, the city may cause the structure to be secured pending further proceedings under this Article.

12. Sec. 3.1210 (a) is amended by adding the words “...any expert witnesses acquired by the city...” after the words “enforcement authority”.

13. Sec. 3.1210 (h) is amended by adding the words “...may file..” and deleting the word “has” after the words “and the city” in the second sentence.

14. Sec. 3.1210 by deleting paragraph (j) and replacing it with the following:

(j) In addition to the authority set forth in subsection (h) above, after the expiration of the time allotted in the order for the repair, removal, or demolition of a dangerous building or structure, the city may repair the building or structure and its premises at its expense and assess the expenses on the land on which the building, structure, and premises stands or to which it is attached. The repairs contemplated by this section may only be accomplished to the extent necessary to bring the building, structure and premises into compliance with the minimum standards established by city ordinance, and to the extent such repairs do not exceed minimum city code of ordinance standards. The city shall follow the procedures set forth in subsection (h) above for filing a lien on the property on which the building, structure or premises is located.

15. Sec. 3.1211 is deleted and replaced with the following:

Sec 3.1211 Appeal Of The Building And Standards Commission Order

(a) Any owner, lienholder, mortgagee, or other aggrieved party affected by an order of the Building and Standards Commission may appeal the order to the City Council by filing a written notice of appeal with the City Secretary within thirty (30) calendar days after the date the order is mailed or delivered.

(b) An appeal to the City Council shall be optional and shall not impair or limit any rights otherwise provided under Chapter 214, Texas Local Government Code.

(c) The appeal shall state the specific grounds upon which the appellant contends the order is incorrect.

(d) The City Council shall review the record of the Building and Standards Commission hearing and may affirm, modify, or reverse the order.

(e) The filing of an appeal shall not stay emergency actions authorized by law to protect public health or safety.

(f) Judicial review shall be governed exclusively by Chapter 214, Texas Local Government Code.

16. Sec. 3.1212 is amended by relabeling paragraph (b) to (c) and adding a new paragraph (b) as follows:

(b) Assess civil penalties as authorized by Chapter 54 and Chapter 214, Texas Local Government Code, including penalties authorized for violations of health and safety ordinances.

17. Sec. 3.1214 (b) is amended by deleting the word “shall” in the first sentence with the word “may”.

18. Sec. 3.1215 is amended by deleting paragraphs (a), (b), and (c) and replacing them with the following:

(a) The owner of any dangerous building, structure or premises who shall fail to comply with any notice or order to repair, secure, vacate or demolish said building or structure, such notice or order given by the authority of the building and standards commission, or the city council, shall be guilty of a misdemeanor.

(b) Any owner, operator, property manager, or person exercising control over a dangerous building, structure, or premises who fails to comply with a lawful order issued under this Article shall be guilty of a misdemeanor.

(c) Any person removing the notice of a secured building as provided for in this article shall be guilty of a misdemeanor.

EXHIBIT “A”

CHAPTER 3

BUILDING REGULATIONS

**ARTICLE 3.1200 PROPERTY MAINTENANCE, SUBSTANDARD AND DANGEROUS
BUILDINGS AND STRUCTURES**

Sec 3.1201 Findings

~~The foregoing recitals are hereby found to be true and correct and are hereby adopted by the city council and made a part hereof for all purposes as findings of fact. The city council hereby further finds and determines that the rules, regulations, terms, conditions, provisions and requirements of this article are reasonable and necessary to protect the public health, safety and quality of life.~~

Commented [FR1]: The Property Maintenance Code covers grounds or premises not just buildings and structures.

Sec 3.1201~~2~~ Adoption Of International Property Maintenance Code And Amendments

- (a) ~~A certain document, one copy of which is on file in the office of the City Secretary, being marked and designated as the “International Property Maintenance Code,” 2024 Edition, including all applicable appendices and local amendments adopted by the City, published by the International Code Council, Inc., is hereby adopted as the Property Maintenance Code of the City of Lago Vista for regulating and governing the conditions and maintenance of all property, buildings, and structures; establishing standards for utilities, facilities, and other physical conditions essential to ensure structures are safe, sanitary, and fit for occupancy and use; and providing procedures for the condemnation, repair, securing, relocation of occupants, demolition, and removal of dangerous buildings and structures in accordance with Chapter 214, Texas Local Government Code.~~
- (b) ~~In the event of a conflict between the International Property Maintenance Code and this Article, the provisions of this Article shall govern. In the event of a conflict between this Article and Chapter 214, Texas Local Government Code, Chapter 214 shall control.~~
- (a) ~~A certain document, one copy of which is on file in the Development Services Department, office of the city secretary, being marked and designated as the “International Property Maintenance Code,” 2021-15 edition, including all appendices x ordinances, published by the International Code Council, Inc., is has been adopted as the property maintenance code, of the city establishing the minimum regulations governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures in connection with the city’s dangerous building regulations and subchapter A, chapter 214, Texas Local Government Code. Each and all of the regulations, provisions, conditions and terms of such “International Property Maintenance Code,” 2015 edition, published by the International Code Council, Inc., are hereby referred to, adopted and made a part of this section as if fully set out in this article, except as amended by the following.~~

Commented [FR2]: This Sec. is part of the ordinance that adopted the text. Does not belong in text.

Exhibit “A” (1)

~~(b)(c)~~ The 2024~~15~~ International Property Maintenance Code is ~~further~~ amended as follows:

Commented [FR3]: Adopt a newer version. Amendment drafting include review of Cedar Park's unsafe article. Cedar Park uses the 2021 version.

(1) Each reference to "board of adjustments and appeals" is hereby amended to mean and refer to the building and standards commission for the city and the membership of the building and standards commission as appointed by the city council.

(2) Each reference to the qualification requirements for members of the "board of adjustments and appeals" is hereby repealed.

~~(3) Section 111.1 is amended to delete any reference or requirement that requires a written application for appeal to be filed within 20 days after the decision of a code official.~~

~~(4) Appeals under the International Property Maintenance Code shall be governed by Section 3.1211 of this Article. Section 111.3 is deleted.~~

~~(e)~~ (3) The following numbered section is deleted and replaced in full with as follows:~~the text indicated:~~

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Section 1076.4 Violation penalties. Any person who violates a provision of this code, or fails to comply therewith, or with any of the requirements thereof, shall be guilty of a misdemeanor, and subject to a fine of between \$1.00 and \$2,000.00. Each day a violation occurs constitutes a separate offense.

~~(4) Section 302.4. Weeds is deleted.~~

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~~(5) Section 602.3. Heat supply. The words "the period from (DATE) to (DATE)" is deleted and replaced with "the winter outdoor design temperature for Lago Vista as indicated in Appendix D of the International Plumbing Code".~~

~~(6) Section 602.4. Occupiable work spaces. The words "during the period from (DATE) to (DATE) are deleted.~~

~~(+) This Article shall be interpreted and enforced consistently with Chapter 214, Texas Local Government Code. In the event of any conflict, Chapter 214 shall control.~~

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Sec 3.1203 Chapter 214 Adopted

Subchapter A, ~~C~~chapter 214, Texas Local Government Code (TLGC) is hereby adopted by the city and made a part of this article. In the event of any conflict or inconsistency between the terms and provisions of this article and ~~C~~chapter 214, TLGC, the terms and provisions of ~~C~~chapter 214, TLGC, shall govern and control. If any section, subsection, sentence, clause, phrase, or provision of this Article is for any reason held unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Article, and the City Council hereby declares it would have adopted this Article and each provision thereof irrespective of the invalidity of any particular provision.

Sec 3.1204 Definitions

As used in this article the following terms shall have the meanings given below:

Building. Any building or structure built for the support, shelter, use or enclosure of persons, animals, chattels or property of any kind.

Code Enforcement Authority. The person designated by the city manager for purposes of making inspections, sending notices, and otherwise enforcing the provisions of this article.

Commented [FR4]: There are a number of improvements to Sec 3.1206 and the process if the building official were made the code enforcement authority.

County. The County of Travis, Texas.

Dangerous Building, Unsafe Building, and Substandard Building. Any building located within the incorporated limits of the city that is:

- (a) In such a state or condition of repair or disrepair that all or any of the following conditions exist:
 - (1) Walls or other vertical structural members list, lean, or buckle;
 - (2) Damage or deterioration exists to the extent the building cannot be used or occupied without risk of injury, or to the extent the building poses a danger to persons on the property or adjacent property;
 - (3) Loads on floors or roofs are improperly distributed or the floors or roofs are of insufficient strength to be reasonably safe for the purposes used;
 - (4) Damage by fire, wind, or other cause has rendered the building or structure dangerous to life, safety, ~~morals~~ or the general health and welfare of the occupants or the people of the city;
 - (5) The building or structure is so dilapidated, substandard, decayed, unsafe, unsanitary or otherwise lacking in the amenities essential to decent living or use that the same is unfit for human habitation or occupancy, or is likely to cause sickness, disease or injury or otherwise to constitute a detriment to the health, ~~morals~~, safety or general welfare of those persons assembled, working, or living therein or is a hazard to the public health, safety and welfare;
 - (6) Light, air, and sanitation facilities are inadequate to protect the health, ~~morals~~, safety, or general welfare of persons who assemble, work, or live therein;
 - (7) Stairways, fire escapes, and other facilities of egress in case of fire or panic are inadequate;
 - (8) Parts or appendages of the building or structure are so attached that they are likely to fall and injure persons or property;
 - (9) The floors, exterior walls, or roof fail to protect occupants of the building or structure from weather, injury, and the danger of collapse due to the presence of holes, cracks, and loose, rotten, warped, or protruding boards or other similar damage in floors, exterior walls or the roof;
 - (10) Conditions of the structure or building constitute a material violation of provisions of the city's building codes, plumbing code, fire prevention code, or electrical code (the "codes"). For the purposes of this section, a "material" violation is a violation of any provision or provision of the codes that creates a significant risk of personal injury, death, or property damage;
- (b) Dilapidated, substandard, or unfit for human habitation and a hazard to the public health, safety, and welfare of the city's residents;
- (c) Regardless of its structural condition, unoccupied by its owners, lessees, or other invitees and is unsecured from unauthorized entry to the extent that it could be entered or used by vagrants or other uninvited persons as a place of harborage or could be entered or used by children; or

Exhibit "A" (3)

- (d) Boarded up, fenced or otherwise secured in any manner if:
- (1) The building constitutes a danger to the public even though secured from entry;
 - (2) The means used to secure the building are inadequate to prevent unauthorized entry or use of the building to the extent it could be entered or used by vagrants or other uninvited persons as a place of harborage or could be entered or used by children; or
 - (3) Defined as a dangerous or unsafe building by the 2021~~42~~ International Property Maintenance Code, published by the International Code Council, Inc.

Responsible Parties. The owner, and any mortgagee or lienholder identified by the owner or by search of the public tax records and real property records of the county, and any occupant or person residing within, or in custody of, the building or structure.

Structure. That which is constructed.

Sec 3.1205 Dangerous Buildings Declared A Nuisance

- (a) It shall be unlawful for any person to maintain or permit the existence of any dangerous building in the city; and it shall be unlawful for any person to permit same to remain in such condition.
- (b) All dangerous buildings, unsafe buildings, and substandard buildings are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition, or removal in accordance with the procedures provided in this article.
- (c) The code enforcement authority shall enforce the provisions of this article.

Sec 3.1206 Inspections And Duties Of The Code Enforcement Authority

The code enforcement authority shall inspect, or cause to be inspected, every building, or portion thereof, reported or found to be dangerous. If such building, or any portion thereof, is determined to be dangerous, the code enforcement authority shall give the responsible parties notice in accordance with the requirements set forth in section 3.1207 of this article. The code enforcement authority shall also:

- (a) Inspect or cause to be inspected, when necessary, any building or structure within the incorporated limits of the city, including public buildings, schools, halls, churches, theaters, hotels, tenements, or apartments, multifamily residences, single-family residences, garages, warehouses, and other commercial and industrial structures of any nature whatsoever for the purpose of determining whether any conditions exist which render such places a “dangerous building” as defined herein.
- (b) Inspect or cause to be inspected any building, wall or structure about which complaints have been filed by any person to the effect that a building, wall or structure is or may be existing in violation of this article.
- (c) Report to the building and standards commission any noncompliance with the minimum standards set forth in this article. The city code enforcement authority shall obtain from the chairman secretary of the building and standards commission a hearing date for a public hearing by the building and standards commission on any building believed to be a dangerous building and shall provide the chairman secretary of the building and standards commission with copies of the written notice to persons with interests in the property as required under this article.

Commented [FR5]: Generally, code enforcement personnel, especially those in the police department, are not qualified to make unsafe building inspections as they do not know the ICC codes. Designate building official.

Commented [FR6]: There is no secretary of BSC. Currently, the development services director advises the chair of the issue and between staff, the chair, and the council liaison, the agenda is prepared.

- (d) Appear at all hearings conducted by the building and standards commission and testify as to the conditions of dangerous buildings within the city.
- (e) Place a notice on all dangerous buildings reading as follows: "This building has been found to be a dangerous building by the City of Lago Vista code enforcement authority. This notice is to remain on this building until it is repaired, vacated, or demolished in accordance with the notice which has been given to the owner(s), occupant(s) and person(s) with interests in the property ~~as shown by the records of the city secretary~~ and the tax appraisal district. It is unlawful to remove this notice until such notice is complied with."
- (f) ~~The code enforcement authority Request the mayor, city administrator,~~ or city manager, as applicable, ~~to have the building inspector, or an~~ may acquire appropriate engineer(s) or building inspector(s) to provide additional inspections, reports and act as an expert witness at hearings, ~~for buildings that appear marginally dangerous.~~
- (g) Make a diligent effort to determine the identity and address of each owner, lienholder, or mortgagee. The code enforcement authority satisfies the requirements of this subsection to make a diligent effort, to use best efforts, or to make a reasonable effort to determine the identity and address of an owner, a lienholder, or a mortgagee if the code enforcement authority searches the following records:
 - (1) County real property records of the county in which the building is located;
 - (2) Appraisal district records of the appraisal district in which the building is located;
 - (3) Records of the secretary of state;
 - (4) Assumed name records of the county in which the building is located;
 - (5) Tax records of the city; and
 - (6) Utility records of the city.
- (h) Perform the other requirements with respect to notification of public hearings as are set forth more specifically in this article.

Commented [FR7]: There are other means to find property owners.

Sec 3.1207 Notice Of Dangerous Building Or Dangerous Condition Of Property

- (a) Should the code enforcement authority determine that a building within the city is a dangerous building, he/she shall, in the manner provided for in this section ~~and the Property Maintenance Code~~, attempt to identify all the responsible parties that have an interest in the building, and give written notification of the dangerous building or condition by certified mail return receipt requested and regular U.S. mail to each of the identified responsible parties that are identified by the search made pursuant to subsection (a)(4) below. Such notice shall include:
 - (1) The address or legal description of the property where the building or structure deemed unsafe is located;
 - (2) A statement of the specific conditions, violations, or defects which make the building or structure a dangerous building;
 - (3) Notice of the date and time of a public hearing before the building commission to determine whether the building complies with the standards set out in this article; and

- (4) A statement that the owner, lienholder, mortgagee, or persons with a legal interest in the building will be required to submit at the hearing proof of the scope of any work that may be required to comply with the article and the amount of time it will take to reasonably perform the work.
- (b) The notice required under this section must be either personally delivered or mailed on or before the 10th day before the date of the hearing unless the code enforcement authority determines that the property, building, or structure is in immediate need to be secured, repaired, or abated and the property, building, or structure presents an immediate threat to the health, safety, and welfare of the public. For purposes of providing the minimum notice under this subsection, the notice of dangerous building or dangerous condition of property shall be deemed served upon the responsible parties on the date the notice is deposited with the U.S. Postal Service.
- (c) Such notice shall be served upon the responsible parties both by certified mail and regular U.S. mail as required in this section.

Sec 3.1208 Sufficiency Of Notice

- (a) A notice of dangerous building or dangerous condition of property as required under this article shall include notice of the date and time of a public hearing and shall be deemed properly served upon the responsible parties if a copy thereof is:
 - (1) Served upon him/her personally;
 - (2) Sent by registered or certified mail, return receipt requested, and regular U.S. mail to the last known address of such person as shown on the records of the city; or
 - (3) Posted in a conspicuous place in or about the building affected by the notice.
- (b) When the city mails a notice in accordance with this section to a property owner, lienholder, or mortgagee, and the United States Postal Service returns the notice “refused” or “unclaimed,” the validity of the notice is not affected, and the notice is considered delivered.
- (c) The city shall file notice of the hearing in the public records of real property of the county.

Sec 3.1209 Securing Dangerous Building

- ~~(a) If the code enforcement authority determines that a building or structure presents an immediate danger to public health or safety, is open and unsecured creating a hazard of unauthorized entry, or poses an imminent risk of collapse, fire hazard, or injury to persons, the city may cause the structure to be secured pending further proceedings under this Article.~~
- ~~(a) Should the code enforcement authority determine that any building or structure within the incorporated limits of the city is a dangerous building, or is unoccupied and unsecured, or is occupied only by persons who do not have a right of possession of the building, he/she shall cause the building to be secured.~~
- (b) Before the 11th day after the date the building is secured, the ~~city municipality~~ shall give notice to the owner by:
 - (1) Personally serving the owner with written notice;

- (2) Depositing the notice in the United States mail addressed to the owner at the owner's post office address;
 - (3) Publishing the notice at least twice within a 10-day period in a newspaper of general circulation in the county in which the building is located if personal service cannot be obtained and the owner's post office address is unknown; or
 - (4) Posting the notice on or near the front door of the building if personal service cannot be obtained and the owner's post office address is unknown.
- (c) The notice must contain:
- (1) Identification, which is not required to be a legal description, of the building and the property on which it is located;
 - (2) A description of the violation of the city standards that is present at the building;
 - (3) A statement that the city will secure or has secured, as the case may be, the building; and
 - (4) An explanation of the owner's entitlement to request a hearing about any matter relating to the municipality's securing of the building.
- (d) The building and standards commission shall conduct a hearing at which any of the responsible parties may testify and present witnesses and written information about any matter relating to the city's securing of the building, if, within 30 days after the date the code enforcement authority secures or causes to be secured the building, a responsible party files a written request for the hearing. The building and standards commission shall conduct the hearing within 20 days after the date the request is filed with the city.
- (e) The city may shall impose a lien against the land on which the building stands, unless it is a homestead, to secure the payment of the cost of securing the building. Promptly after the imposition of the lien, the city shall file for record, in recordable form in the official public records of the county, a written notice of the imposition of the lien. The notice shall contain a legal description of the land.

Sec 3.1210 Duties Of The Building And Standards Commission

The building and standards commission shall:

- (a) Schedule and conduct a hearing and hear testimony from the code enforcement authority, any expert witnesses acquired by the city, the owner and other persons having an interest in the dangerous building, and any person desiring to present factual evidence relevant to the dangerous building. Such testimony shall relate to the determination of the question of whether the building or structure in question is a dangerous building and the scope of any work that may be required to comply with this article and the amount of time it will take to reasonably perform the work. The owner or a person having an interest in the dangerous building shall have the burden of proof to demonstrate the scope of any work that may be required to comply with this article and the time it will take to reasonably perform the work.
- (b) Upon conclusion of the hearing, the building and standards commission shall determine by majority vote whether the building or structure in question is a dangerous building. Upon a determination that the building or structure in question constitutes a dangerous building, the building and standards commission shall issue a written order:

Commented [FR8]: This should be prepared by the city attorney, and ideally be in the BSC packet. If approved by the BSC, the chair would sign.

- (1) Containing an identification of the building and the property on which it is located;
 - (2) Making written findings of the minimum standards violations that are present at the building;
 - (3) Requiring the owner and persons having an interest in the building to secure, repair, vacate, and/or demolish the building within 30 days from the issuance of such order, unless the owner or a person with an interest in the building establishes at the hearing that the work cannot reasonably be performed within 30 days, in which instance the building and standards commission shall specify a reasonable time for the completion of the work; and further provided that the building and standards commission may require the owner and occupants to vacate the building within a shorter period of time if the building has fallen, is at risk of immediate collapse, or is in such a condition that life is endangered by further occupation of the building; and
 - (4) Containing a statement that the city will vacate, secure, remove or demolish the dangerous building and relocate the occupants of the building if the ordered action is not taken within the time specified by the building and standards commission and it is found and determined by the building and standards commission in its order that there is an immediate clear and present danger to other property or the public.
- (c) If repair or demolition is ordered, the building and standards commission shall send a copy of the order by certified mail to the owner and all persons having an interest in the property, including all identifiable mortgagees and lienholders within a reasonable period of time after the hearing. Within 10 days after the date that the order is issued, the city shall:
- (1) File a copy of the order in the office of the city secretary; and
 - (2) Publish in a newspaper of general circulation in the municipality in which the building is located a notice containing:
 - (A) The street address or legal description of the property;
 - (B) The date of the hearing;
 - (C) A brief statement indicating the results of the order (may be a copy of the order); and
 - (D) If not provided in the notice, instructions stating where a complete copy of the order may be obtained.
- (d) If repair or demolition is ordered and notice of public hearing was not filed in the official public records of real property of the county, the city may file and record a copy of the order in such records of the county.
- (e) If the building and standards commission allows the owner or a person with an interest in the dangerous building more than the 30 days to repair, remove, or demolish the building, the building and standards commission in its written order shall establish specific time schedules for the commencement and performance of the work and shall require the owner or person to secure the property in a reasonable manner from unauthorized entry while the work is being performed. The securing of the property shall be in a manner found to be acceptable by the city code enforcement authority. Any required permits or approvals shall be obtained prior to commencing the repair, removal, or demolition of the building.

Exhibit "A" (8)

- (f) The building and standards commission may not allow the owner or person with an interest in the dangerous building more than 90 days to repair, remove, or demolish the building or fully perform all work required to comply with the written order unless the owner or person:
- (1) Submits a detailed plan and time schedule for the work at the hearing; and
 - (2) Establishes at the hearing that the work cannot reasonably be completed within 90 days because of the scope and complexity of the work.
- (g) If the building and standards commission allows the owner or person with an interest in the dangerous building more than 90 days to complete any part of the work required to repair, remove, or demolish the building, the building and standards commission shall require the owner or person to regularly submit progress reports to the building and standards commission to demonstrate that the owner or person has complied with the time schedules established for commencement and performance of the work. The written order may require that the owner or person with an interest in the building appear before the city code enforcement authority to demonstrate compliance with the time schedules.
- (h) In the event the owner or a person with an interest in a dangerous building fails to comply with the order within the time specified therein, the city may cause any occupants of the dangerous building to be relocated, and may cause the dangerous building to be secured, removed, or demolished at the city's expense. The city may assess the expenses on, and the city ~~may file~~ ~~has~~ a lien against, unless it is a homestead as protected by the state constitution, the property on which the dangerous building was located. The lien is extinguished if the property owner or a person having an interest in the building reimburses the city for the expenses. The lien arises and attaches to the property at the time the notice of the lien is recorded and indexed in the office of the county clerk in the county in which the property is located. The notice of lien must contain:
- (1) The name and address of the owner of the dangerous building if that information can be determined by a diligent effort;
 - (2) A legal description of the real property on which the building was located;
 - (3) The amount of expenses incurred by the city; and
 - (4) The balance due.
- (i) Such lien is a privileged lien subordinate only to tax liens and all previously recorded bona fide mortgage liens attached to the real property.
- (j) In addition to the authority set forth in subsection (h) above, after the expiration of the time allotted in the order for the repair, removal, or demolition of a dangerous building ~~or structure~~, the city may repair the building ~~or structure and its premises~~ at its expense and assess the expenses on the land on which the building, ~~structure, and premises~~ stands or to which it is attached. The repairs contemplated by this section may only be accomplished to the extent necessary to bring the building, ~~structure and premises~~ into compliance with the minimum standards established by city ordinance, and to the extent such repairs do not exceed minimum ~~city code of ordinance housing~~ standards. ~~This section shall be applicable only to residential buildings with 10 or fewer dwelling units.~~ The city shall follow the procedures set forth in subsection (h) above for filing a lien on the property on which the building, ~~structure or premises~~ is located.

Sec 3.1211 Appeal Of The Building And Standards Commission Order

Commented [FR9]: Why is this sentence in this paragraph?

Commented [FR10]: Several cities do not have an appeal to the city council.

- (a) Any owner, lienholder, mortgagee, or other aggrieved party affected by an order of the Building and Standards Commission may appeal the order to the City Council by filing a written notice of appeal with the City Secretary within thirty (30) calendar days after the date the order is mailed or delivered.
- (b) An appeal to the City Council shall be optional and shall not impair or limit any rights otherwise provided under Chapter 214, Texas Local Government Code.
- (c) The appeal shall state the specific grounds upon which the appellant contends the order is incorrect.
- (d) The City Council shall review the record of the Building and Standards Commission hearing and may affirm, modify, or reverse the order.
- (e) The filing of an appeal shall not stay emergency actions authorized by law to protect public health or safety.
- (f) Judicial review shall be governed exclusively by Chapter 214, Texas Local Government Code.
- ~~(a) Any responsible party affected by a building and standards commission order who desires to appeal the decision of the building and standards commission or the findings set forth in the building and standards commission order, must appeal the order of the building and standards commission to the city council in accordance with the following procedures:~~
 - ~~(1) The responsible party shall file a written notice of appeal with the building and standards commission and the code enforcement authority within 30 calendar days of receiving the building and standards commission order.~~
 - ~~(2) The notice of appeal must set forth and describe the factual and legal grounds why the building and standards commission decision is in error, wrong, or incorrect.~~
 - ~~(3) The responsible party must request a public hearing before the city council.~~
 - ~~(4) The responsible party has the burden of proof of demonstrating at a public hearing before the city council that the building and standards commission order is in error, wrong, or incorrect.~~
 - ~~(5) The city council shall only consider evidence that was available to the building and standards commission at the time of the hearing before the building and standards commission.~~
 - ~~(6) The building and standards commission order shall be deemed final and not subject to further appeal if a responsible party fails to timely submit an appeal in accordance with this section.~~
- ~~(b) In conducting its review of a building and standards commission order, the city council shall by ordinance either affirm the order or modify or reverse the order.~~
- ~~(c) If the city council affirms the building and standards commission order, the findings and decision set forth in the building and standards commission order shall be deemed final and the city council's ordinance shall include the following:~~
 - ~~(1) Findings of fact as to the specific conditions which make the building or structure a dangerous building;~~
 - ~~(2) If city council orders the demolition of the dangerous building, the ordinance ordering the demolition of the dangerous building must include:~~

Exhibit "A" (10)

- ~~(A) — A finding that there is an immediate clear and present danger to other property or the public; and~~
- ~~(B) — The ordinance must specify that the demolition of the dangerous building cannot occur earlier than 35 calendar days from the date of the city council's order affirming the building and standards commission.~~
- ~~(d) — If the city council reverses the building and standards commission order, the city council shall set forth in factual findings in the ordinance the grounds and reasons for the reversal.~~
- ~~(e) — The building and standards commission order shall be deemed final:~~
 - ~~(1) — In the absence of a timely filed appeal in accordance with the appeal procedures established in this section; or~~
 - ~~(2) — Due to a failure of an appealing party to comply with the appeal procedures set forth in this section.~~

Sec 3.1212 City Council Action

If the responsible parties that have an interest in a building or structure that is ordered to be repaired, rehabilitated, demolished, or removed, fail to timely comply with such order, the city council may:

- (a) Authorize the code enforcement authority to obtain the repair and/or securing of the building or structure, and to file a lien against such property for the cost and expense of such work;
- ~~(b) — Assess civil penalties as authorized by Chapter 54 and Chapter 214, Texas Local Government Code, including penalties authorized for violations of health and safety ordinances. By ordinance, assess a civil penalty of up to \$1,000.00 per day against the owners and persons having an interest in the property; and~~
- ~~(c)~~ (b) Authorize and take such other action as contemplated by this article, or chapter 214, TLGC, as is necessary or advisable in the judgment of the city council to protect the public health, safety or welfare.

Sec 3.1213 Judicial Review

- (a) Any owner, lienholder, or mortgagee of record of property jointly or severally aggrieved by an order of the city council issued under this article and section 214.001 of the Texas Local Government Code may file in district court a verified petition setting forth that the decision is illegal, in whole or in part, and specifying the grounds of the illegality. The petition must be filed by an owner, lienholder, or mortgagee within 30 calendar days after the respective dates a copy of the final decision of the municipality is personally delivered to them, mailed to them by first class mail with certified return receipt requested, or delivered to them by the United States Postal Service using signature confirmation service, or such decision shall become final as to each of them upon the expiration of each such 30 calendar day period.
- (b) On the filing of the petition, the court may issue a writ of certiorari directed to the municipality to review the order of the municipality and shall prescribe in the writ the time within which a return on the writ must be made, which must be longer than 10 days, and served on the relator or the relator's attorney.

- (c) The city may not be required to return the original papers acted on by it, but it is sufficient for the municipality to return certified or sworn copies of the papers or of parts of the papers as may be called for by the writ.
- (d) The return must concisely set forth other facts as may be pertinent and material to show the grounds of the decision appealed from and shall be verified.
- (e) The issuance of the writ does not stay proceedings on the decision appealed from.
- (f) Appeal in the district court shall be limited to a hearing under the substantial evidence rule. The court may reverse or affirm, in whole or in part, or may modify the decision brought up for review.
- (g) Costs may not be allowed against the city.
- (h) If the decision of the municipality is affirmed or not substantially reversed but only modified, the district court shall allow to the city all attorney's fees and other costs and expenses incurred by it and shall enter a judgment for those items, which may be entered against the property owners, lienholders, or mortgagees as well as all persons subject to the proceedings before the city.

Sec 3.1214 Assessment Of Expenses And Penalties

- (a) If the time allotted for the repair, removal or demolition of a building under this article has expired, then the city council may, in addition to the authority granted under chapter 214, TLGC, and the foregoing sections of this article:
 - (1) Order the repair of the building at the city's expense and assess the expenses on the land on which the building stands or to which it is attached;
 - (2) Assess a civil penalty of up to \$1,000.00 per day against the responsible party for failure to repair, remove, or demolish the building; or
 - (3) Authorize the city code enforcement authority to invite at least two or more building contractors to make estimates pertaining to the needed repair, removal or demolition of a building. The code enforcement authority shall cause to be made an assessment of expenses, and may also recommend civil penalties, based on such estimates. The code enforcement authority shall endeavor to minimize the expenses of any building repairs, removal or demolitions order pursuant to this article.
- (b) The city ~~may~~ shall impose a lien against the land on which the building stands or stood, unless it is a homestead as protected by the state constitution, to secure the payment of the repair, removal, or demolition expenses or the civil penalty. Promptly after the imposition of the lien, the city shall file for record, in recordable form in the office of the county clerk, a written notice of the imposition of the lien. The notice shall contain a legal description of the land.
- (c) The city's lien to secure the payment of a civil penalty or the costs of repairs, removal, or demolition is inferior to any previously recorded bona fide mortgage lien attached to the real property to which the city's lien attaches if the mortgage lien was filed for record in the office of the county clerk before the date the civil penalty is assessed or the repair, removal, or demolition is begun by the city. The city's lien is superior to all other previously recorded judgment liens.
- (d) Any civil penalty or other assessment imposed under this section accrues interest at the rate of 10 percent a year from the date of the assessment until paid in full. The city may further file with the district clerk a copy of an ordinance assessing a civil penalty pursuant to this article.

Exhibit "A" (12)

- (e) In any judicial proceeding regarding enforcement of the city's rights under this section, the prevailing party is entitled to recover reasonable attorney's fees as otherwise provided by statute.
- (f) A lien acquired under this section by the city for repair expenses may not be foreclosed if the property on which the repairs were made is occupied as a residential homestead by a person 65 years of age or older.

Sec 3.1215 Violations

- (a) The owner of any ~~dangerous building, structure or premises~~ who shall fail to comply with any notice or order to repair, secure, vacate or demolish said building or structure, such notice or order given by the authority of the building and standards commission, or the city council, shall be guilty of a misdemeanor.
- ~~(b) Any owner, operator, property manager, or person exercising control over a dangerous building, structure, or premises who fails to comply with a lawful order issued under this Article shall be guilty of a misdemeanor. An occupant or lessee in possession of any dangerous or unsafe building, structure, or premises who fails to comply with any notice or order to vacate such building and fails to repair such building in accordance with an order given by the building and standards commission or the city council shall be guilty of a misdemeanor.~~
- ~~(c)~~ (b) Any person removing the notice of a secured building as provided for in ~~section 3.1209(b)(4), and/or a notice of dangerous building as provided in section 3.1208(a)(3)~~ of this article, shall be guilty of a misdemeanor.

Sec 3.1216 Penalty

Any person who shall violate any of the provisions of this article, or shall fail to comply therewith, or with any of the requirements thereof, within the city limits shall be deemed guilty of an offense and shall be liable for a fine not to exceed the sum of two thousand dollars (\$2,000.00). Each day the violation exists shall constitute a separate offense. Such penalty shall be in addition to all the other remedies provided herein. To the extent of any conflict between this section and a penalty provision in the codes adopted herein, such penalty provision shall be amended and this section shall control.

Sec 3.1217 Enforcement Of Regulations

- (a) No building permit, certificate of occupancy, plumbing permit, electrical permit, or utility tap shall be issued by the city for or with respect to any lot, tract or parcel of land within the city limits, after the effective date of this article, except in compliance with all then applicable requirements of this article and the above codes.
- (b) Whenever any building work is being done contrary to the provisions of this article, another controlling ordinance or statute governing the building, the building official or code enforcement officer designated by the city manager may order the work stopped by notice verbally or in writing served on any persons engaged in the doing or causing such work to be done and the city shall post a stop-work order on the property adjacent to the posted building permit, and any such persons shall forthwith stop such work until authorized by the building official or code enforcement officer to proceed with the work. If no permit has been issued, all work shall stop until a permit has been properly issued and all errors corrected to the satisfaction of the building official or code enforcement officer. The building official or code enforcement officer may also issue a work correction order, which shall be served upon any persons who are working on a certain aspect of the construction

project. The work on other aspects of the construction not in violation of the city's ordinances may proceed, but work shall cease as to that aspect in violation of the city's ordinances.

- (c) This article and any code or provision adopted by this article may be further enforced by injunction and other judicial proceedings, either at law or in equity; and, in lieu of or in addition to any other authorized enforcement or action taken, any person who violates any term or provision of this article, with respect to any land, building or development within the city, by fine and penalties as provided herein.

Sec 3.1218 Amendment Of Ordinances

All other ordinances, or parts thereof, regulating the abatement of dangerous structures, that are in conflict herewith are amended to the extent of such conflict only. In the event of a conflict or inconsistency between this article and any other code or ordinance of the city, the terms and provisions of this article shall govern.

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 15, 2026

SUBMITTED BY: Tam Pieklik, Development Services Supervisor

SUBJECT: Consider, discuss, and possibly take action regarding the First Amendment to the Development and Annexation Agreement between the City of Lago Vista and W Land Development Management, LLC, for the approximately 109.4251-acre Groseclose Tract, known as the Luna Ridge development.

BACKGROUND: The applicant submitted a request to amend the Development and Annexation Agreement dated October 21, 2021, for the Luna Ridge development, located southwest of the intersection of Lohman Ford Road and Boggy Ford Road. The property is subject to the Luna Ridge Planned Development District established by Ordinance No. 23-07-06-03, adopted July 6, 2023. The minor plat was conditionally approved on October 24, 2025 and the conditions associated with the minor plat approval are not subject to change with this development agreement amendment.

The original Agreement established development regulations and commitments applicable to the property, including provisions related to development standards, utilities, development review, vesting, and the term of the Agreement. Section 8.01 establishes an initial term of 15 years and provides for a potential additional 15-year extension upon a showing of progress toward completion by the developer.

The proposed amendment states the purpose of the request is to provide additional time for the project to commence while retaining the completion date established by the original Agreement.

As submitted, the proposed First Amendment would modify two sections of the original Agreement as follows:

- Section 5.01 Water and Wastewater Utilities. Replace Section 5.01 to reserve 350 water and wastewater living unit equivalents (LUEs) through October 21, 2031. Any LUEs not utilized by that date would be forfeited. The proposed amendment provides that LUEs would be purchased through payment of the City impact fee assessed as of the date the project plat is recorded.

- Section 6.03 Development Review and Submittal Process. Add language to Section 6.03 providing that the minor plat identified in the draft amendment as conditionally approved by the City on October 24, 2025 (APP-PL-13608) would not lapse until September 1, 2027.

FINDINGS:

Based on the Applicant's request, the terms of the proposed First Amendment, the original Development and Annexation Agreement, and applicable City regulations, the City Council may approve, approve with conditions, or deny the proposed First Amendment.

FINANCIAL IMPACT:

Approval would commit water and wastewater capacity through October 21, 2031 and establish the impact fee assessment date at plat recordation. Financial and utility capacity effects have not been quantified in the submittal materials.

ATTACHMENTS:

[26-3049-23-07-06-03 - luna ridge pdd.pdf](#)
[26-3049-23-2518-2024-09-19 _ luna ridge _ tia _ approved.pdf](#)
[26-3049-lago vista da 1st amend 8-21-26\(1759913.1\) \(1\).docx](#)
[Exhibit B -26-3049-lago vista da 1st amend 8-21-26\(1759913.1\) \(1\).docx](#)
[Luna DA FNI.pdf](#)
[Luna DA PW.pdf](#)
[26-3049-lago vista development agreement_wland development_fully executed_11.17.2021.pdf](#)
[26-3049-luna ridge warranty deed-2021260343.pdf](#)
[Microsoft Word - Summary Letter.pdf](#)
[26-3049-luna ridge agent authorization.pdf](#)
[Luna Ridge Utility Service and Impact Fee Review.pdf](#)

ORDINANCE NO. 23-07-06-03

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

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

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

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

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

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

WHEREAS, the City, by and through its legislative discretion, has adopted a comprehensive plan for the City of Lago Vista, and having considered and reviewed such comprehensive plan, the City Council finds the rezoning approved herein is consistent with the comprehensive plan except as specifically described below, which shall not be interpreted as inconsistent with this rezoning; and

WHEREAS, the City desires that development within its corporate limits occur in an orderly manner in order to protect the health, safety, and welfare of its present and future citizens, protect property values and provide for the growth of the City’s tax base; and

WHEREAS, the City desires to control the development standards for the Property, protect third party property owners in the City, and to ensure the benefits of planned development and an enhanced tax base that are achieved through rezoning the Property; and

WHEREAS, pursuant to Section 51.001 of the *Texas Local Government Code*, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Chapter 211 of the *Texas Local Government Code*, the City has the authority to zone and rezone property; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City of Lago Vista to adopt this Ordinance.

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact. The Planning and Zoning Commission and City Council find that this Ordinance satisfies the requirements of Section 10 and Section 13 of the City of Lago Vista Zoning Ordinance as more specifically described below, codified under Ordinance No. 98-04-27-03, as amended (the "Zoning Code").

Section 2. Enactment. The Zoning Ordinance and other applicable ordinances are hereby modified and amended by rezoning the Property as set forth in Section 3.

Section 3. Rezoned Property. The Zoning Ordinance is hereby amended by changing the zoning of the approximately 109.522-acre tract of land described in the attached **Exhibit "A"** from the TR-1 ("Temporary Restricted") district to a Planned Development District ("PDD") to be known as the "Luna Ridge PDD" with the uses and limitations of individual land areas as set forth in this Ordinance.

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

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

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

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

1. Zoning. The use and development of the Property shall comply with the zoning requirements and development standards of the City of Lago Vista, except as specifically modified herein.
 - A. Parcel A, the “Residential Parcel.” The uses and development standards for this area shall comply with the requirements of the existing R-4 (“Multifamily Residential”) zoning district except as specifically modified herein.
 - i. In addition to the uses permitted by right in the R-4 zoning district, condominiums may be included in Parcel A.
 - ii. The existing single-family residence may be renovated for use as an amenity center serving the development that includes the leasing and management offices, subject to compliance with all applicable building code requirements.
 - iii. The maximum number of residential living units within Parcel A shall be as shown in **Exhibit “B”** which complies with the requirements for a concept and detail plan approval.
 - iv. The minimum living area for any residential unit, exclusive of the required garage, shall be 1,000 square feet.
 - v. Each unit shall include a two-car or larger garage, but there is no minimum area for that garage beyond the required size of each parking space.
 - vi. There is no required enclosed storage area associated with the parking requirement.
 - vii. Residential structures shall maintain a minimum front yard setback of twenty (20) feet and a minimum reverse corner setback of fifteen (15) feet from a lot line or parcel designation.
 - viii. Except for the ten (10) townhouse units fronting the alley at the southeast corner of the Property which shall be a maximum of twenty-five (25) feet as measured from the finished ground floor elevation and include no more than two stories or levels, the maximum height for any structure within Parcel A shall be thirty (30) feet as measured from the

finished ground floor elevation and may not include more than two stories or levels.

- ix. Attached residential units may be constructed with distinct ground floor elevations to help preserve the existing topography and to minimize the natural slope excavation otherwise required. This “split-level” or “multi-level” alignment of floor levels between separate attached residential units shall not be construed as creating additional floor levels beyond the number in each individual unit.
 - x. The locations of entrances to Parcel A shown in Exhibit “B” are subject to confirmation by the required traffic impact analysis (TIA) referenced below. Each entrance to Parcel A may be controlled by an access gate at the discretion of the Developer, subject to compliance with the provisions of the International Fire Code for emergency vehicle access.
- B. Parcel B, the “Commercial Parcel.” The uses and development standards for this area shall comply with the requirements of the existing C-2 (“Commercial, Large Scale”) zoning district except as specifically modified herein.
- i. The boundaries of the “Commercial Parcel” shall be as shown in Exhibit “B” which complies with the requirements for a concept plan only approval upon the effective date of an ordinance amending the comprehensive plan to attain the consistency required by the Lago Vista Zoning Ordinance.
 - ii. Parcel B may be used to accommodate temporary construction operations associated with Parcel A in accordance with the provisions of the Lago Vista Zoning Ordinance.
 - iii. In addition to the required subsequent detail plan approval, development of the “Commercial Parcel” is contingent upon a successful site development plan review, an amended plat that complies with the Lago Vista subdivision regulations including Section 3.16 and all applicable building and permit regulations.
 - iv. A traffic impact analysis (TIA) shall be provided to inform the required site development plan review for any proposed commercial use that generates the threshold volume specified in the Lago Vista Code of Ordinances (two hundred vehicle trips per day).
 - v. The public utility and drainage easements requirements shall be determined during the site development plan review and prior to the required plat amendment but may include depths of up to twenty-five (25) feet adjacent to any public right-of-way.
- C. Parcel C, the “Open Space Parcel.” The uses and development standards for this area shall comply with the requirements of the existing P-1A

(“Undeveloped Park, Active”) zoning district except as specifically modified herein.

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

2. Other Development Standards.

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

on each side as needed. The minimum pavement width for all alleys within the Property shall be twenty-two (22) feet.

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

adjacent to the Lohman Ford Road right-of-way designated for preservation in the 2021 Thoroughfare Plan Update adopted by the Lago Vista City Council on August 5, 2021, and as might be updated prior to the approval of the required site development plan.

4. Municipal Utility Services. All water and wastewater services to the Property shall be provided by the City of Lago Vista. Wells and private wastewater systems are prohibited. The Developer shall be responsible for the cost of all extensions and offsite improvements to the City's municipal utility systems required to provide service to the Property. The Developer shall also be responsible for the cost of all onsite improvements required to provide municipal utility services to the Property or any separate parcel or lot within it.
5. Property Owners' Association. A property owners' association shall be established prior to the issuance of any permits and will be responsible for maintenance of all streets, alleys, common areas, and community facilities.
6. Parkland Dedication. The parkland required by the Lago Vista subdivision regulations shall be satisfied by a fee-in-lieu of dedication in the amount current within the Lago Vista Code of Ordinances at the time approval of the final plat that includes the "Residential Parcel" is sought.
7. Building Permits. The Developer shall be eligible to apply for building permits when all prerequisite approvals specified herein and in the Lago Vista Code of Ordinances have been obtained and any required fiscal security delivered.
8. The City Council finds that this Ordinance serves as both a concept plan and a detail plan approval for both the "Residential Parcel" and the "Open Space Parcel," that no additional detail plans are required by the Zoning Ordinance, and that the requirements of Section 10.20 and Section 13.20 have been met. The City Council also finds that this Ordinance serves as a concept plan only approval for the "Commercial Parcel," upon the effective date of an ordinance amending the comprehensive plan to attain the consistency required by Section 13.20 of the Lago Vista Zoning Ordinance. Only after that amendment to the comprehensive plan has been approved may the application for the detail plan approval required for development of the "Commercial Parcel" be submitted. It is with this specific condition and limitation that the appropriate departments of the City, the Planning and Zoning Commission and the City Council hereby find and agree that this Ordinance and the project contemplated herein complies with and satisfies the requirements of Section 10.20 and Section 13.20 of the Zoning Ordinance as well as the comprehensive plan of the City of Lago Vista.
9. Phasing. Given the additional approvals required for the "Commercial Parcel," it is understood that it will be pursued as a separate future phase of development. In addition, components of the "Residential Parcel" and "Open Space" may be

developed in distinct phases so long as the health and safety of the public and residents is maintained by an approved staging plan.

10. **Land Use Plans.** The depiction of the concept and detail plan for the “Residential Parcel” and “Open Space Parcel” of the “Luna Ridge PDD” in Exhibit “B” is not intended to reflect the level of detail and finality associated with construction permit documents. In accordance with Section 10.60 of the Zoning Ordinance, non-substantive changes which do not alter the basic relationship of the proposed development to adjacent property, which do not alter the uses permitted, increase the density, height, or impervious surface coverage of the site, which do not decrease the off-street parking ratio or reduce the required setbacks within the boundary of the site and which do not decrease any buffers shown on the approved detail plan may be administratively approved. Conversely, substantive changes in any component of an approved detail plan shall be considered in accordance with the requirements of Section 10 of the Zoning Ordinance.

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

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

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

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

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

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

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

AND, IT IS SO ORDERED.

PASSED AND APPROVED this 6th day of July 2023.

Ed Tidwell
Ed Tidwell, Mayor

ATTEST:

Lucy Aldrich
Lucy Aldrich, City Secretary



On a motion by Councilman Hunt, seconded by Councilman Sullivan, the above and foregoing ordinance was passed and approved.

EXHIBIT "A"

Legal Description

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "B"
Concept / Detail Plan

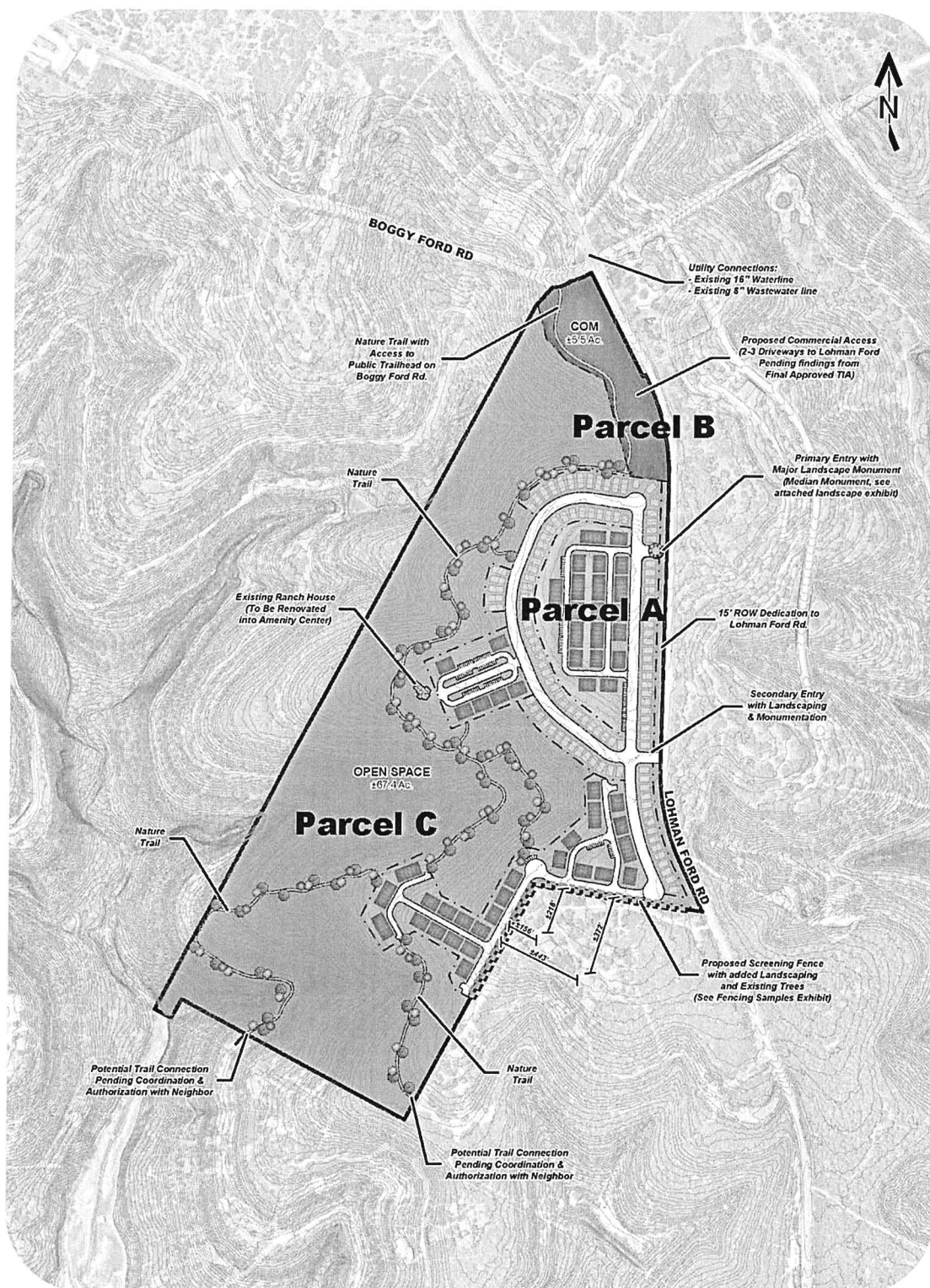
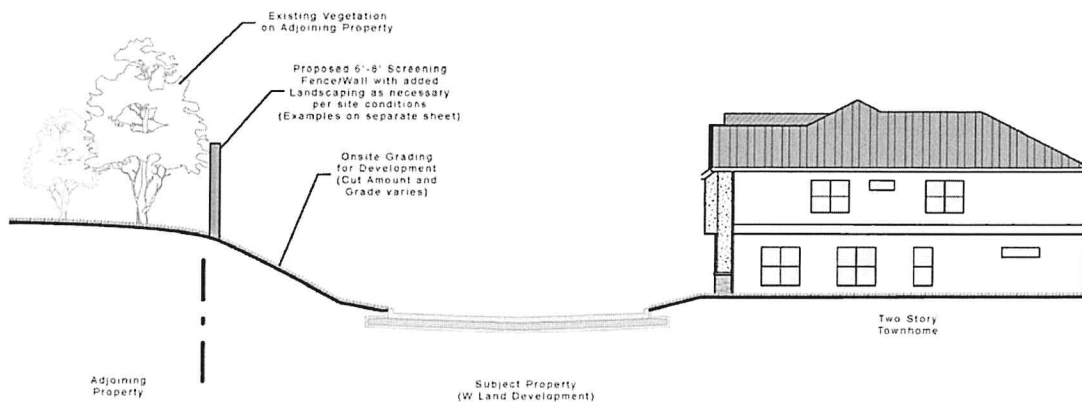


Exhibit "B" (1)

EXHIBIT "B"

Concept / Detail Plan



Screening / Edge Treatment



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

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

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

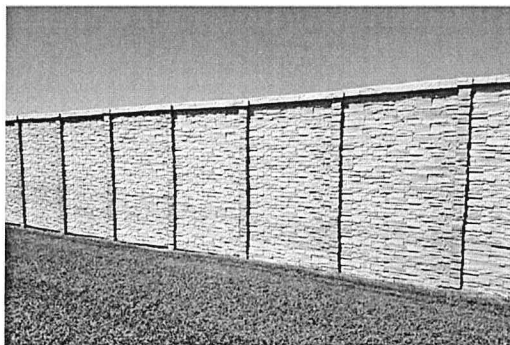
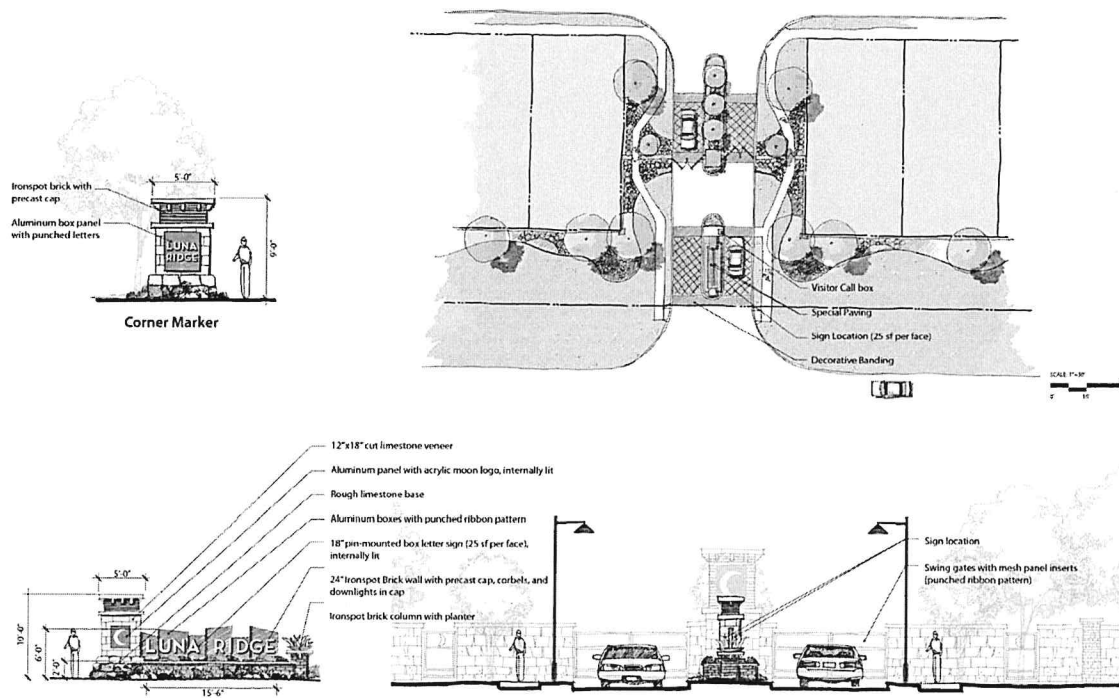
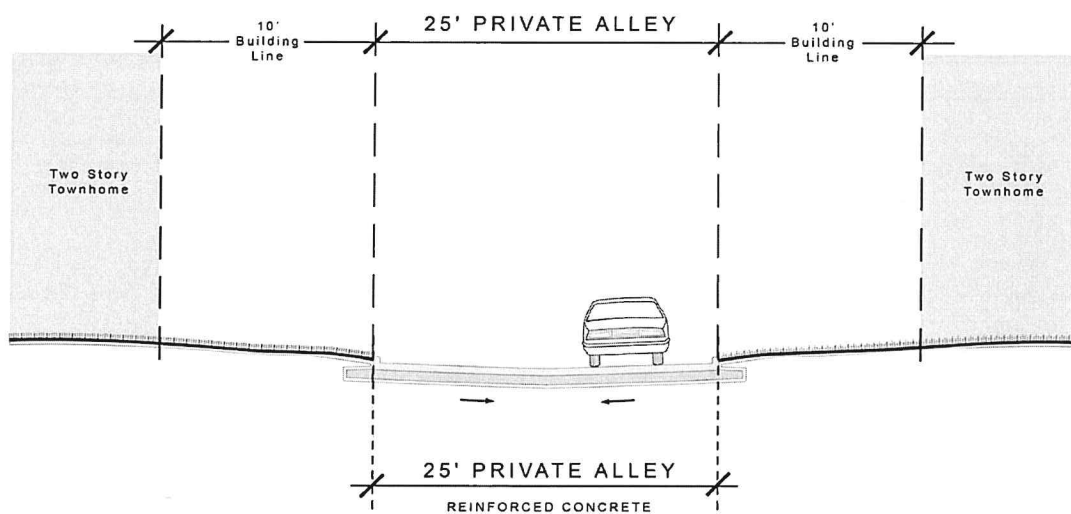


EXHIBIT "B"

Concept / Detail Plan



Entry Landscaping / Monument Signs



Typical Private Alley (Street)

EXHIBIT "B"
Concept / Detail Plan

Typical Elevations (two-story, maximum)

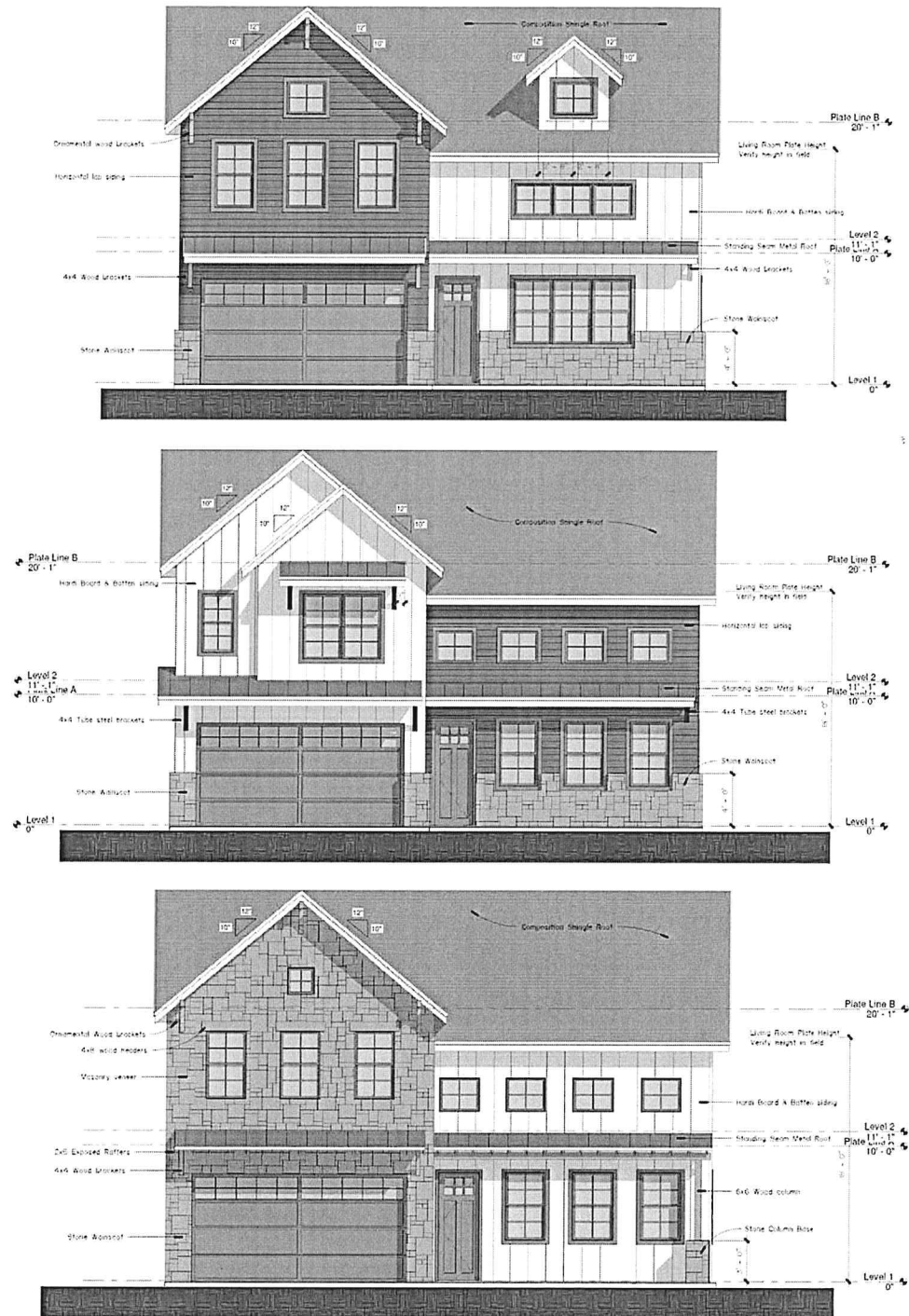


Exhibit "B" (4)

EXHIBIT "B"
Concept / Detail Plan



Typical Elevations (two-story, maximum)



EXHIBIT “B”
Concept / Detail Plan



Typical Elevations (two-story, maximum)





Lago Vista Tract

**Lohman Ford
Road
&
Boggy Ford Road**

TRAFFIC IMPACT ANALYSIS

PREPARED FOR:



PREPARED BY:



08/30/2024

Oscar Michael Garza, PE, PTOE, PTP, RSP₁
Legacy Engineering Group

City of Lago Vista

August 2024

APPROVED
By Taylor Whichard at 9:17 am, Sep 19, 2024

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PROJECT DESCRIPTION

INTRODUCTION

Legacy Engineering Group was retained to prepare a Traffic Impact Analysis for the proposed Lago Vista Tract located at the southwest corner of the Boggy Ford Road & Lohman Ford Road intersection in Lago Vista, Texas. A general project location map is shown in Figure 1 with a zoom-in of the study area.

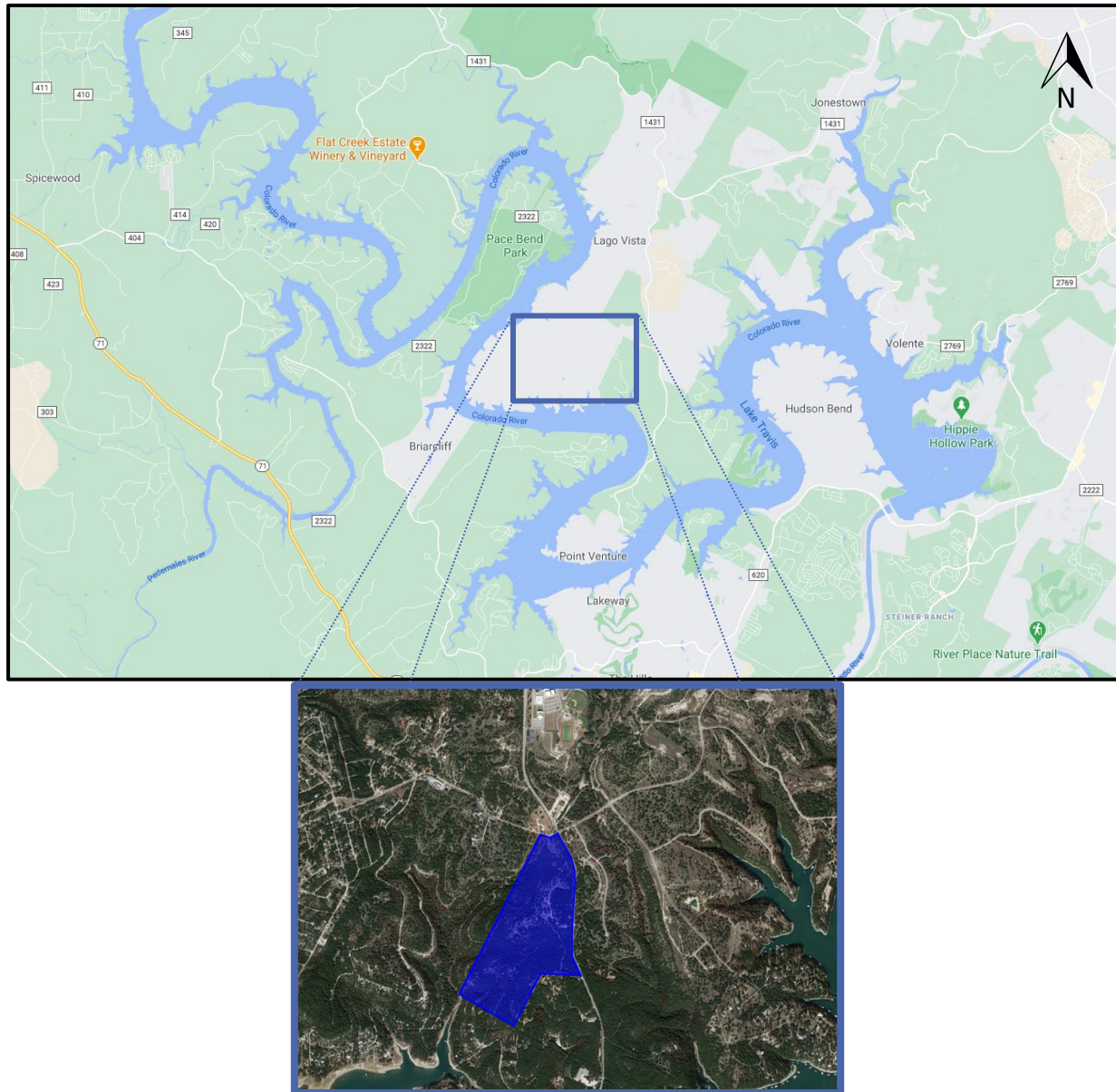


Figure 1 – Project Location Map

In accordance with the City of Lago Vista, a Traffic Impact Analysis (TIA) has been prepared for this project. Figure 2 shows the proposed site plan.

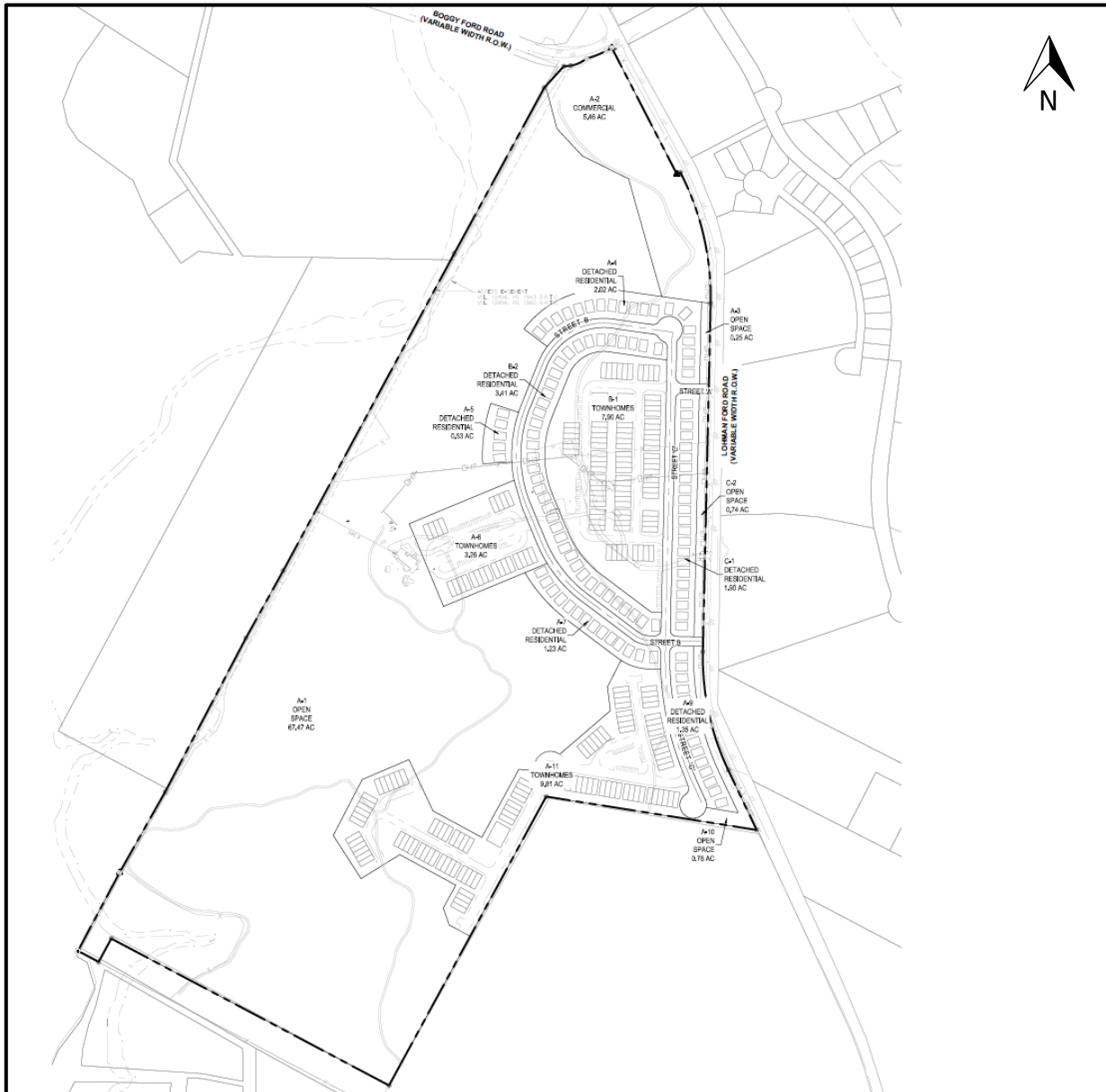


Figure 2 – Lago Vista Site Plan

The proposed development will include a 114-Unit Single-Family Detached Housing (ITE Code: 210) Subdivision, a 224-Unit Residential Condominium/Townhomes (ITE Code: 230), and 59,460 SF of Commercial Retail (ITE Code: 820) space. Access to the retail portion of the development will include three full-access driveways (Retail Driveway #1, Retail Driveway #2, & Retail Driveway #3) to be located along Lohman Ford Road approximately 325 LF, 630 LF, and 1,095 LF south of Boggy Ford Road, respectively. The residential portion of the development will be served by two additional access points (Residential Driveway #1 & Residential Driveway #2) located along Lohman Ford Road approximately 1,400 LF and 1,875 LF south of Boggy Ford Road, respectively.

PROJECT STUDY AREA

The proposed project study area is highlighted in Figure 3 (an aerial image taken in November 2019 obtained from Google Earth Pro) and includes the study intersections (Lohman Ford Road & Boggy Ford Road/Shoreline Ranch Drive and the proposed site access locations).

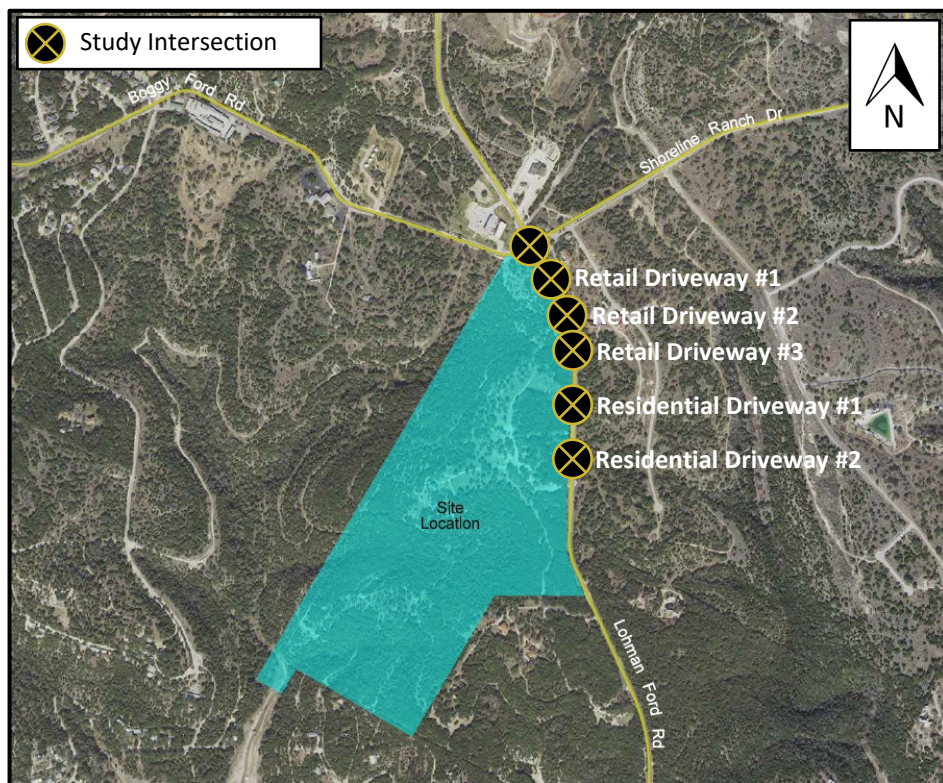


Figure 3 – Aerial Image of Lago Vista Tract & Study Intersections

PHASE TIME-LINE

The proposed development is anticipated to be constructed over two phases. A full build-out year of 2026 (with a 2.0% growth rate per year) will be analyzed within the study. The LOS analysis will be conducted in two phases as follows:

1. Phase 1 – 114 Single Family Residential Units & 224 Townhome Residential Units, 2025
2. Phase 2 – 59,460 SF of Commercial Retail, 2026

EXISTING CONDITIONS

EXISTING ROADWAYS

Boggy Ford Road

Boggy Ford Road is a two-lane roadway that extends in a general east-west direction adjacent to the proposed development. Boggy Ford Road has a posted speed limit of 40 mph. In 2019, Boggy Ford Road had an average annual daily traffic (AADT) volume of 7,449 west of Lohman Ford Road. Boggy Ford Road is shown in Figure 4.



Figure 4 – Boggy Ford Road Facing East Towards Lohman Ford Road

Lohman Ford Road

Lohman Ford Road is a two-lane roadway that extends in a general north-south direction near the proposed development. Lohman Ford Road has a posted speed limit of 50 mph. Lohman Ford Road is shown in Figure 5.



Figure 5 – Lohman Ford Road Adjacent to the Proposed Development

The intersection of Lohman Ford Road and Boggy Ford Road is shown in Figure 6.



Figure 6 – Lohman Ford Road at Boggy Ford Road

As shown in Figure 6, the northbound and eastbound approaches to the intersection of Lohman Ford Road and Boggy Ford Road operate with two lanes each (one departure lane and one receiving lane), while the southbound and westbound approaches each operate with three lanes each. The southbound and westbound approaches each have a dedicated right-turn lane, a shared left/through lane, and a single receiving lane. Additionally, a raised concrete median separates both directions of travel along the westbound approach to the intersection.

LAND USE & ZONING

The existing land use for the proposed development is zoned as Extraterritorial Jurisdiction by the City of Lago Vista as shown in Figure 7. The areas surrounding the proposed development are zoned Residential (R-1B, R-1C, R-1E) and Planned Development Districts (PDD). Figure 7 shows the existing zoning map in the surrounding area.

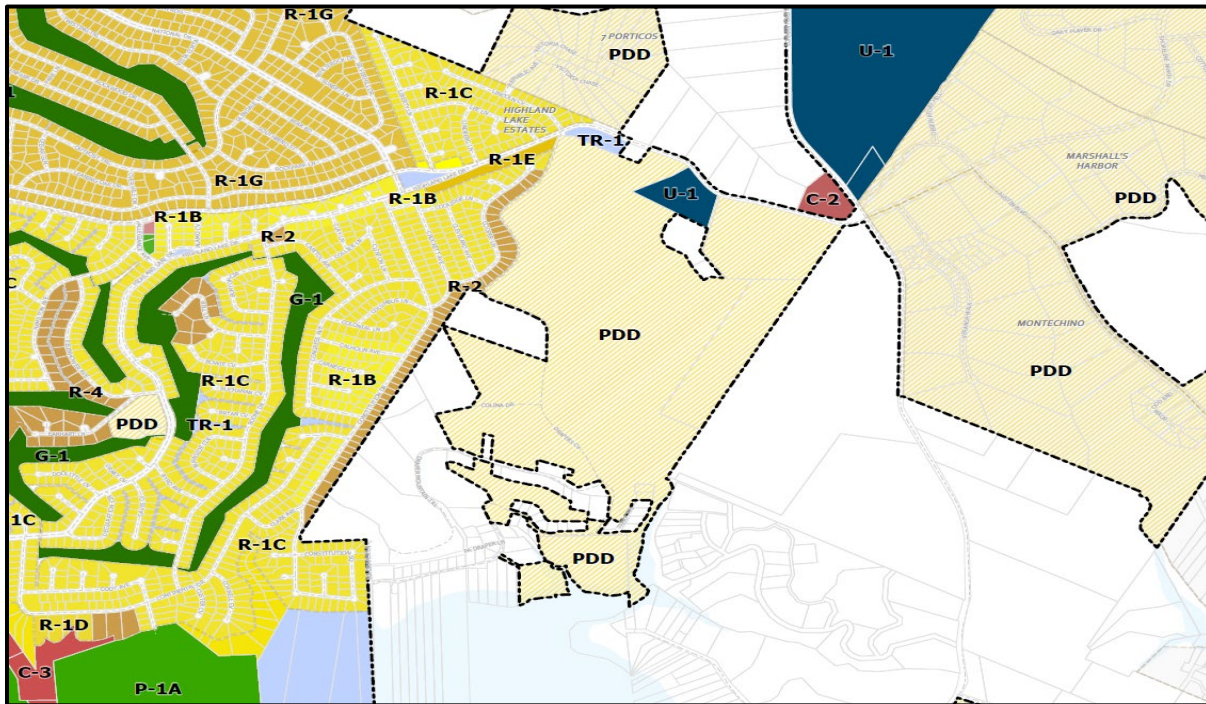


Figure 7 – Zoning Map – Lago Vista and Surrounding Areas

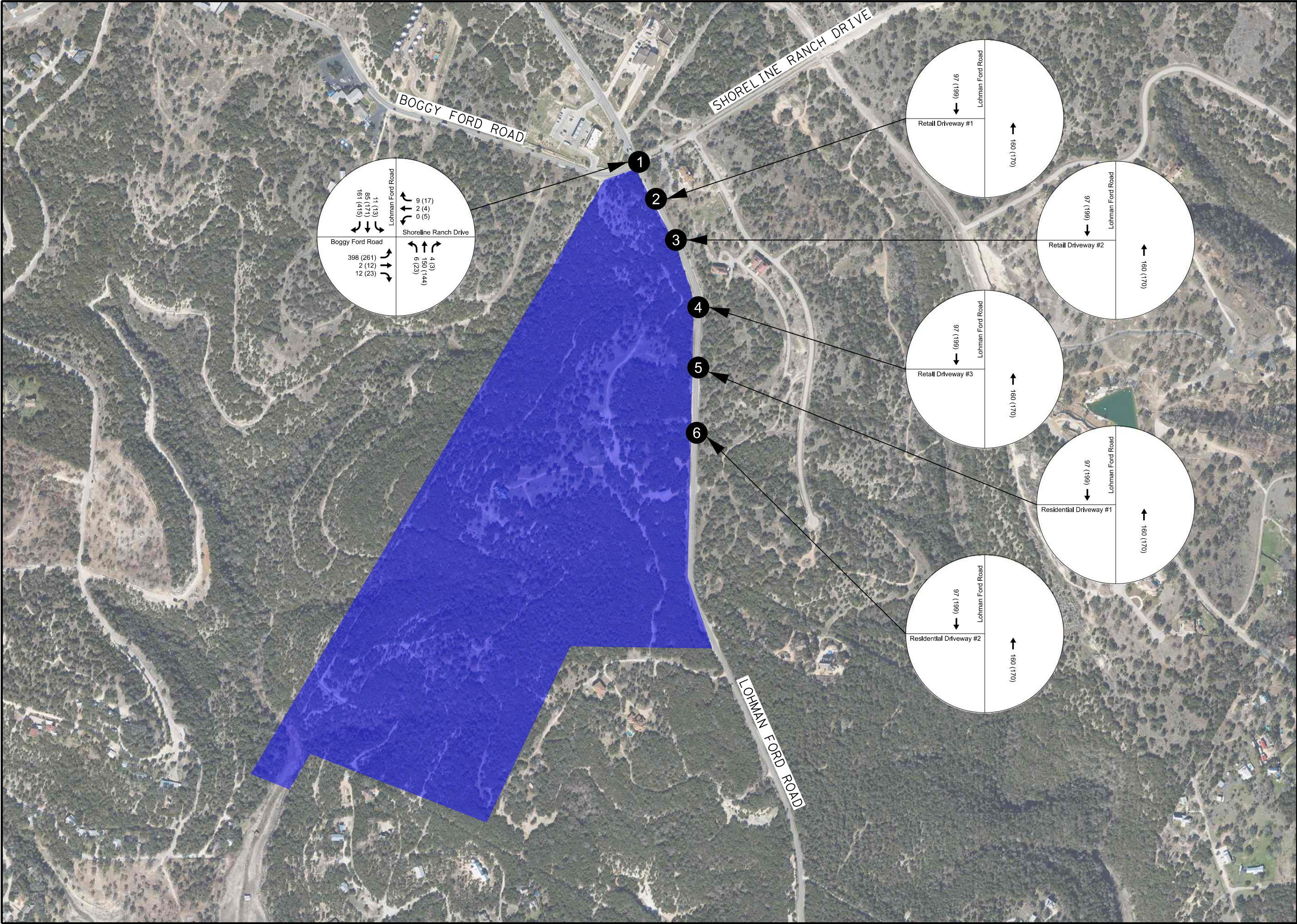
TRAFFIC DATA

Existing traffic data in the form of Turning Movement Counts (TMCs) was collected on Wednesday September 8, 2021, at the intersection of Lohman Ford Road and Boggy Ford Roads. All traffic data can be found in Appendix B.

Background traffic taken from the approved Firefly Cove and Nature's Point TIA Reports were incorporated into this analysis. Please note that the Nature's Point development is not expected to come online until 2026. Pages taken from the Firefly Cove and Nature's Point TIA Reports can be found in Appendix E and Appendix F, respectively.

Additionally, background traffic incorporated into this analysis from the unapproved Montechino development using information provided by the developer of this project. It was assumed that this development will have constructed 125 single-family dwelling units by the end of 2025 (Phase I), and that the development will reach full-build out in 2026 (Phase II). Based on guidance provided by the developer of this property, the Montechino development is expected to contain 202 single-family dwelling units, 350 senior adult housing units, and 61,500 square feet of commercial retail space. Correspondence from the developer of this property has been included in Appendix G.

The following traffic exhibit summarizes the existing volumes without the proposed development.



LEGACY
ENGINEERING GROUP

Legacy Engineering Group, PLLC
7800 W Interstate 10, Ste 830, San Antonio, Texas 78230
210.660.1960 / TBPE Firm Registration No. 20623

Lago Vista Tract

Lohman Ford Road and Boggy Ford Road

Existing Traffic Volumes (2021)

Legend

AM / (PM)

XX

Intersection No.

XX%

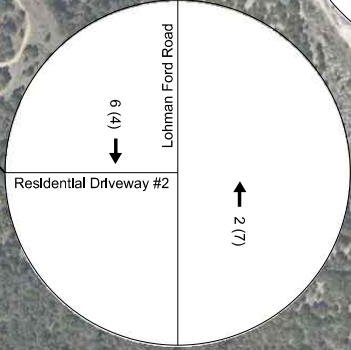
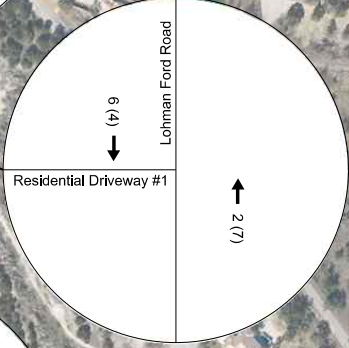
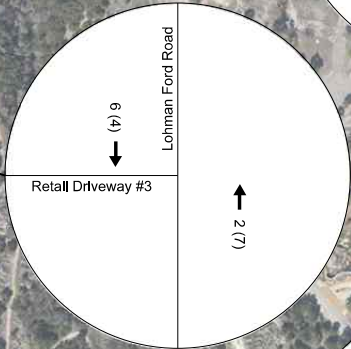
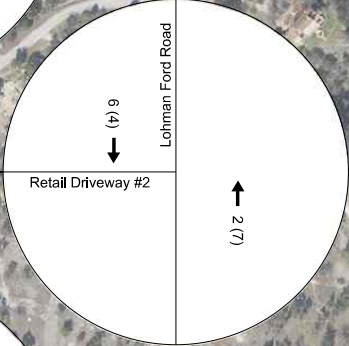
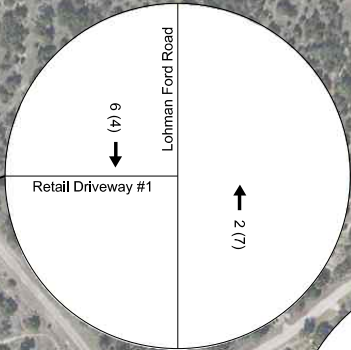
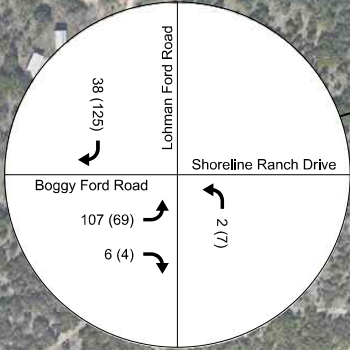
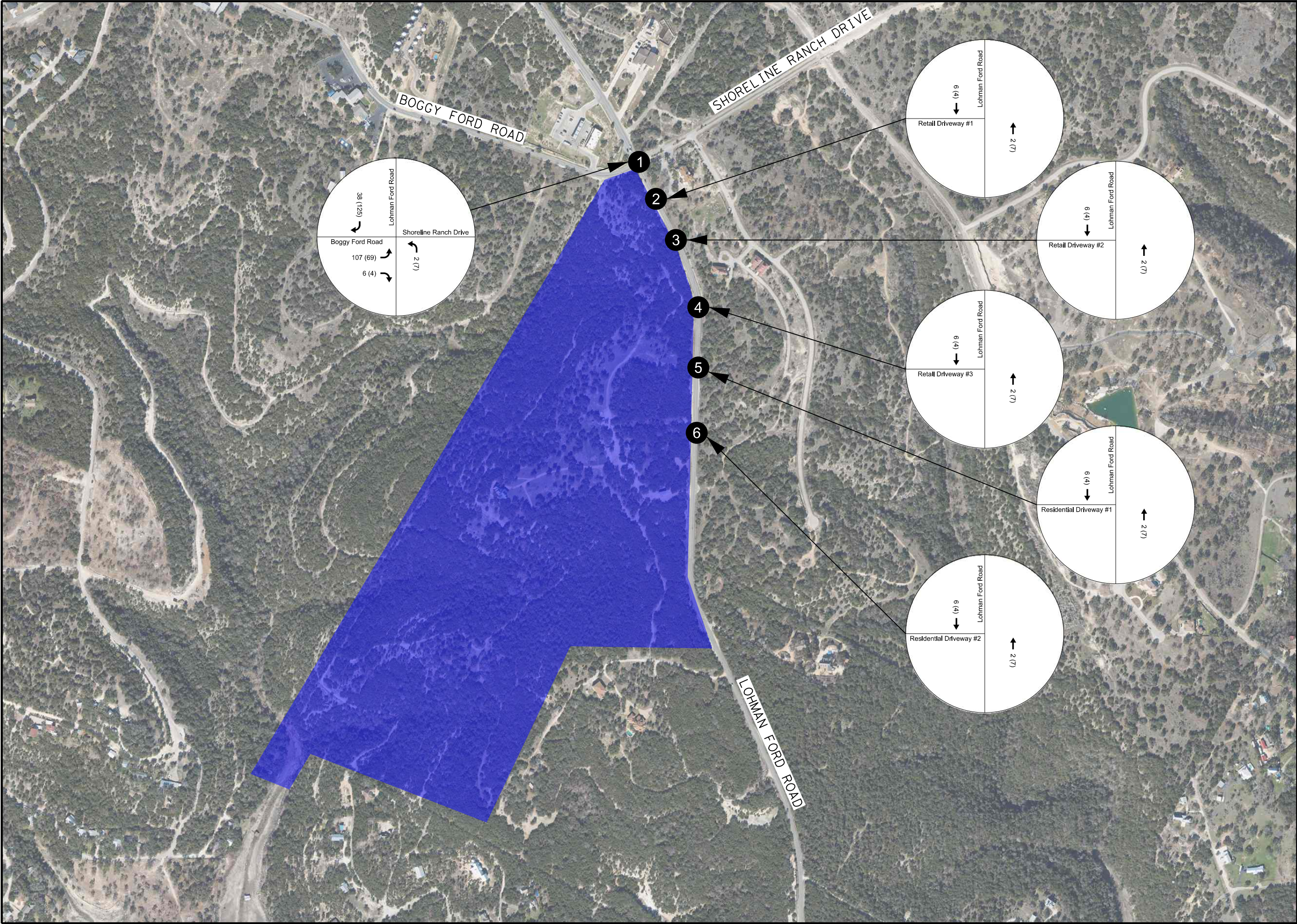
Global Distribution %

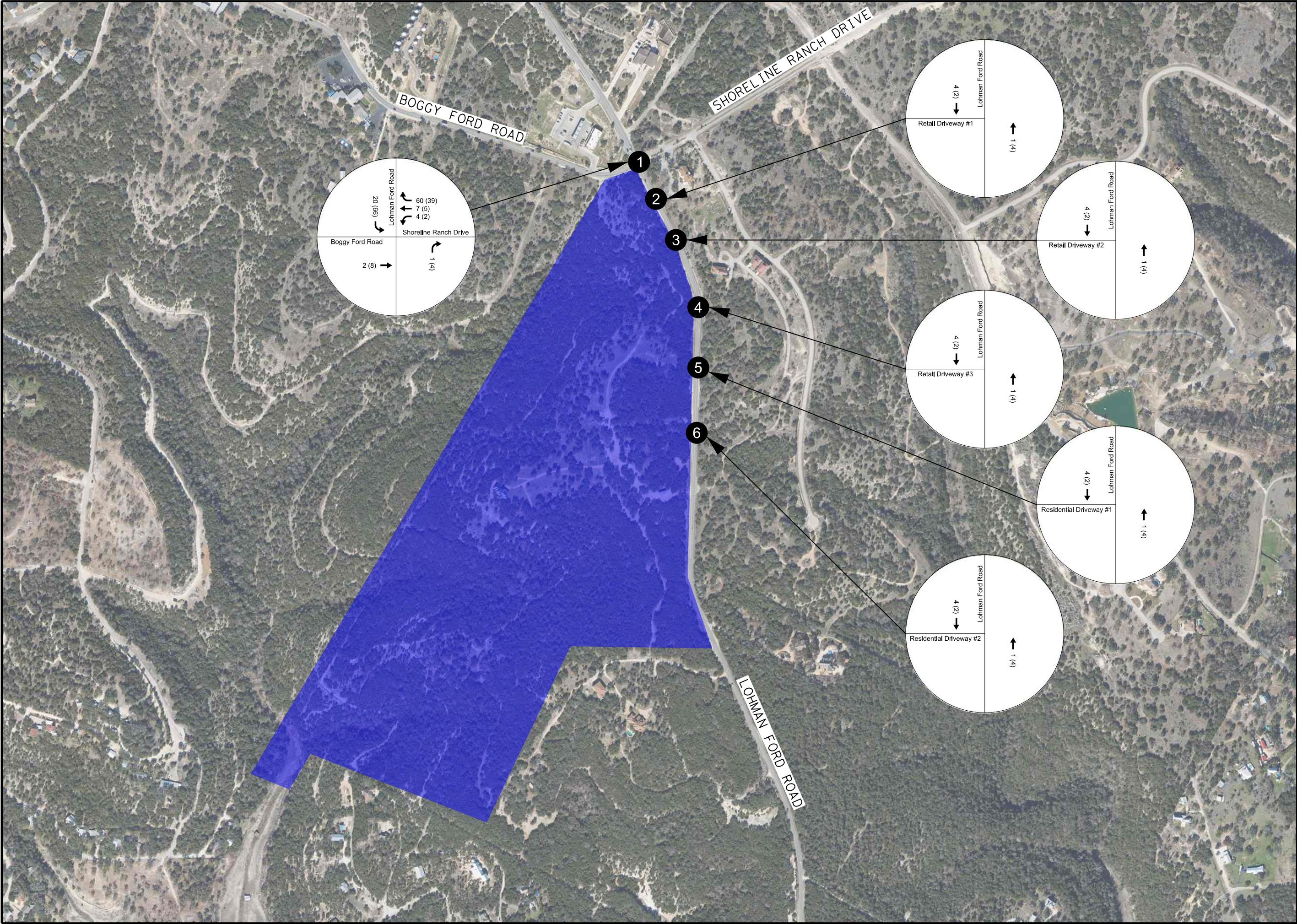
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8/29/2024

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1" = 800'

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LEGACY
ENGINEERING GROUP

Legacy Engineering Group, PLLC
7800 W Interstate 10, Ste 830, San Antonio, Texas 78230
210.660.1960 / TBPE Firm Registration No. 20623

Lago Vista Tract

Lohman Ford Road and Boggy Ford Road

Montechino Background Traffic Volumes (2025)

Legend

AM / (PM)

Intersection No. XX

XX%

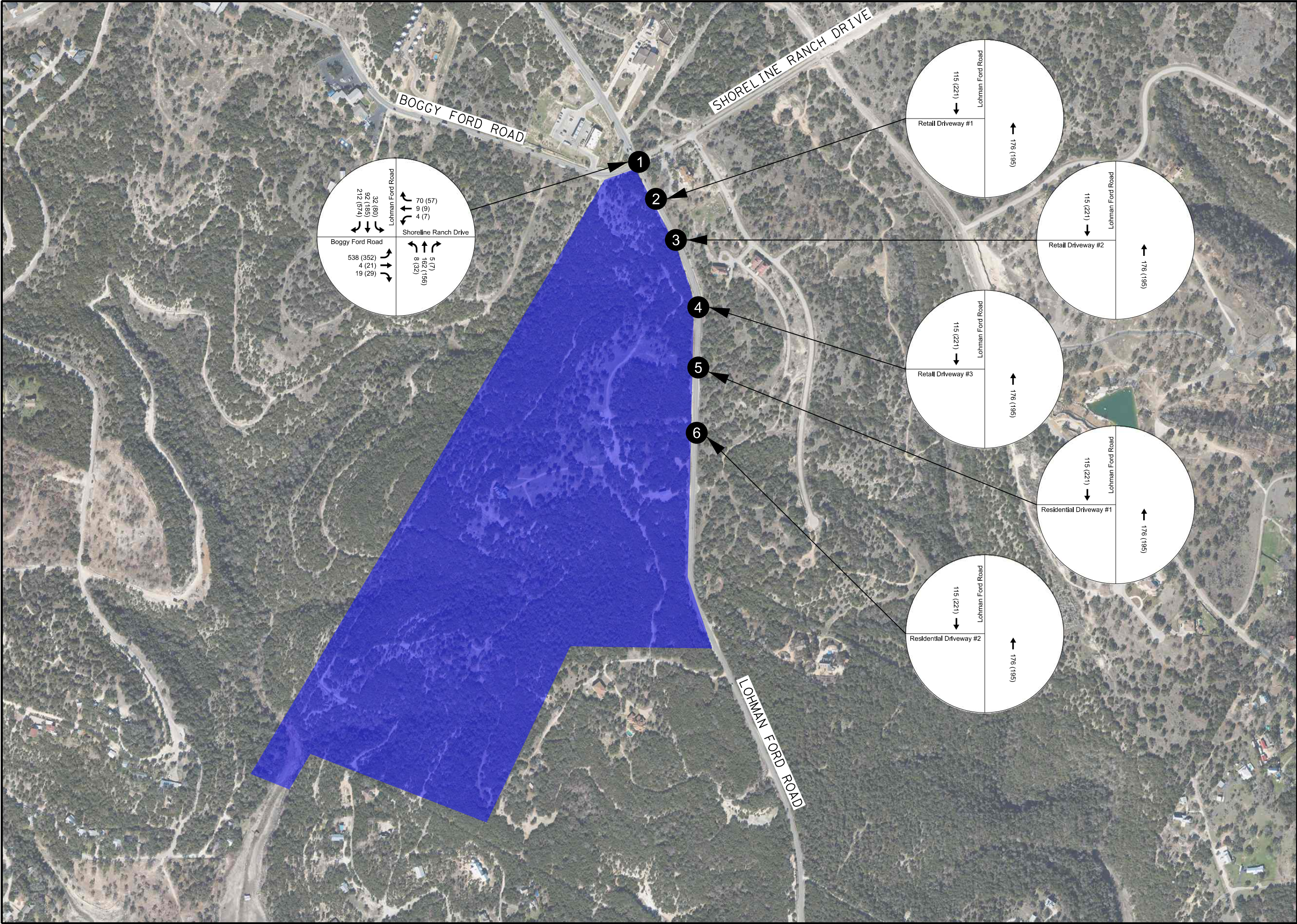
Global Distribution %

DATE:
8/29/2024

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1" = 800'

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73



Callout 1: Intersection of Boggy Ford Road and Shoreline Ranch Drive

Direction	AM (PM)	Global Distribution %
Boggy Ford Road (Left)	32 (80)	92 (183)
Boggy Ford Road (Right)	212 (974)	538 (352)
Shoreline Ranch Drive (Left)	70 (57)	9 (9)
Shoreline Ranch Drive (Right)	4 (7)	162 (156)

Callout 2: Intersection of Lohman Ford Road and Retail Driveway #1

Direction	AM (PM)	Global Distribution %
Lohman Ford Road (Left)	115 (221)	176 (195)
Retail Driveway #1 (Right)	115 (221)	176 (195)

Callout 3: Intersection of Lohman Ford Road and Retail Driveway #2

Direction	AM (PM)	Global Distribution %
Lohman Ford Road (Left)	115 (221)	176 (195)
Retail Driveway #2 (Right)	115 (221)	176 (195)

Callout 4: Intersection of Lohman Ford Road and Retail Driveway #3

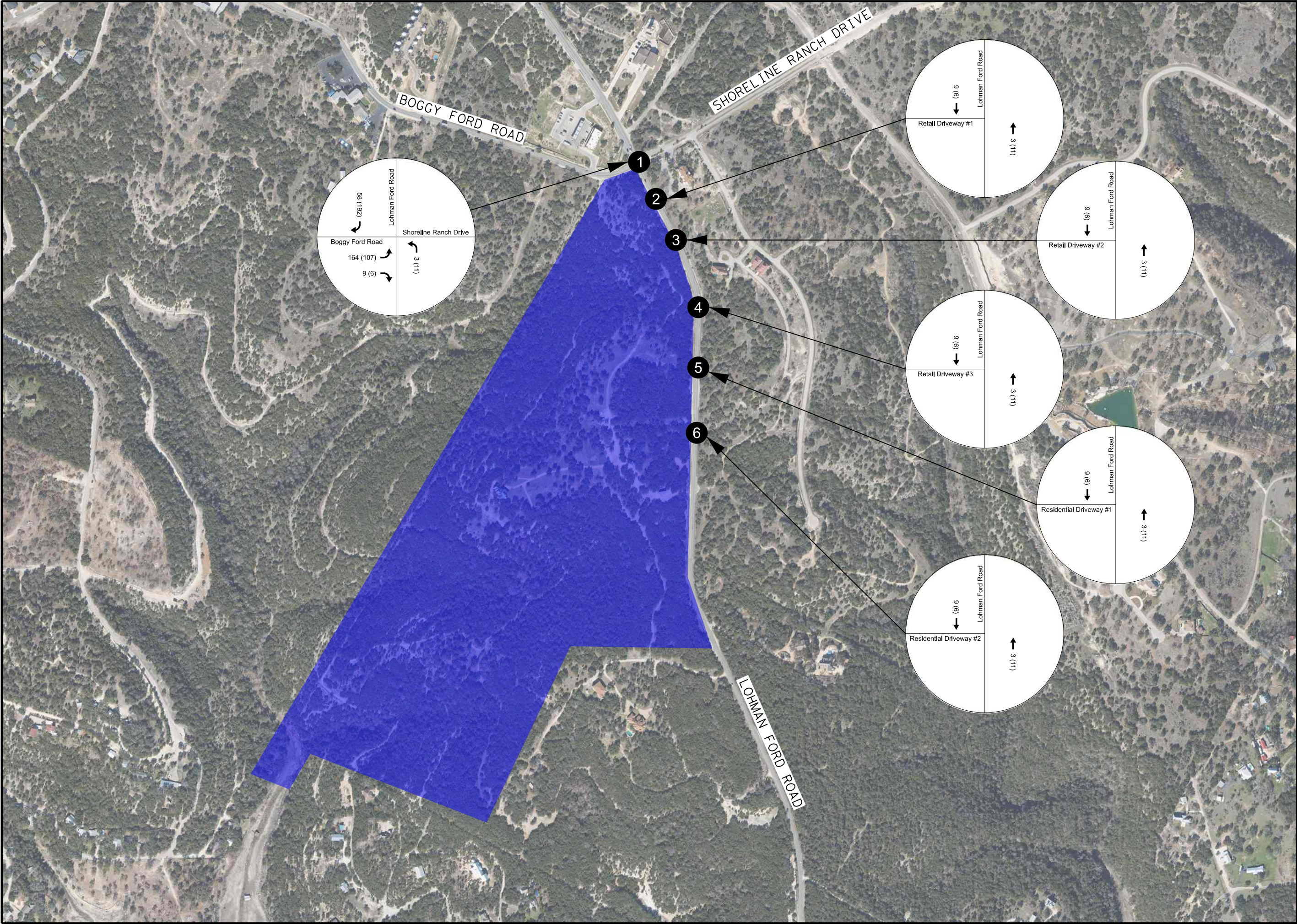
Direction	AM (PM)	Global Distribution %
Lohman Ford Road (Left)	115 (221)	176 (195)
Retail Driveway #3 (Right)	115 (221)	176 (195)

Callout 5: Intersection of Lohman Ford Road and Residential Driveway #1

Direction	AM (PM)	Global Distribution %
Lohman Ford Road (Left)	115 (221)	176 (195)
Residential Driveway #1 (Right)	115 (221)	176 (195)

Callout 6: Intersection of Lohman Ford Road and Residential Driveway #2

Direction	AM (PM)	Global Distribution %
Lohman Ford Road (Left)	115 (221)	176 (195)
Residential Driveway #2 (Right)	115 (221)	176 (195)





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Lago Vista Tract

Lohman Ford Road and Boggy Ford Road

Firefly Tract Background Traffic Volumes (2026)

Legend

AM / (PM)

 Intersection No.

 XX%

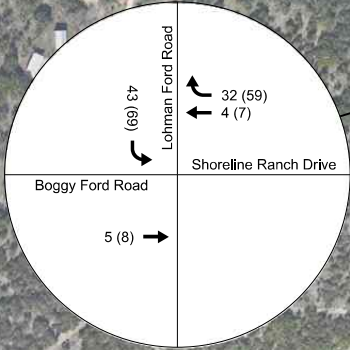
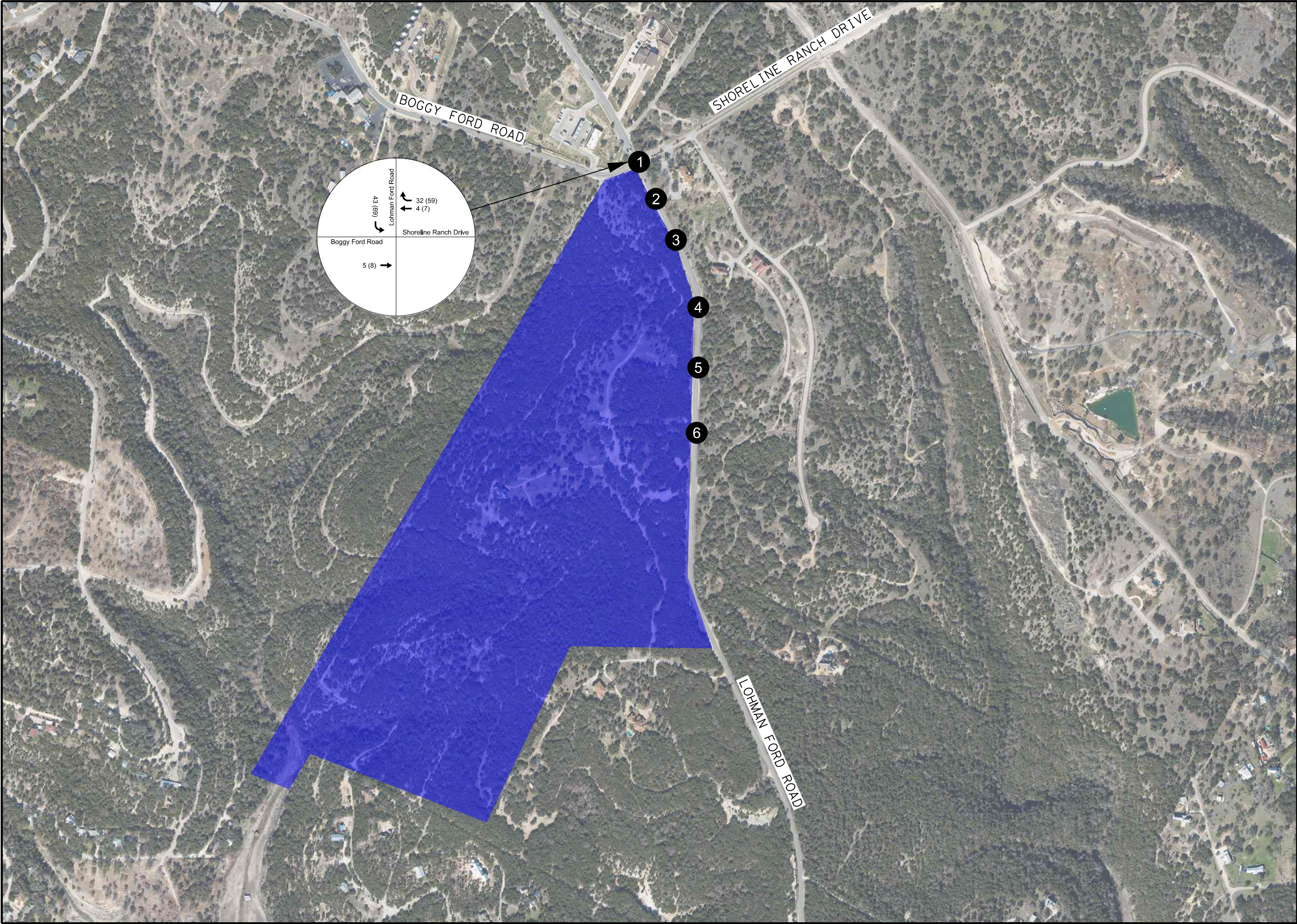
 Global Distribution %

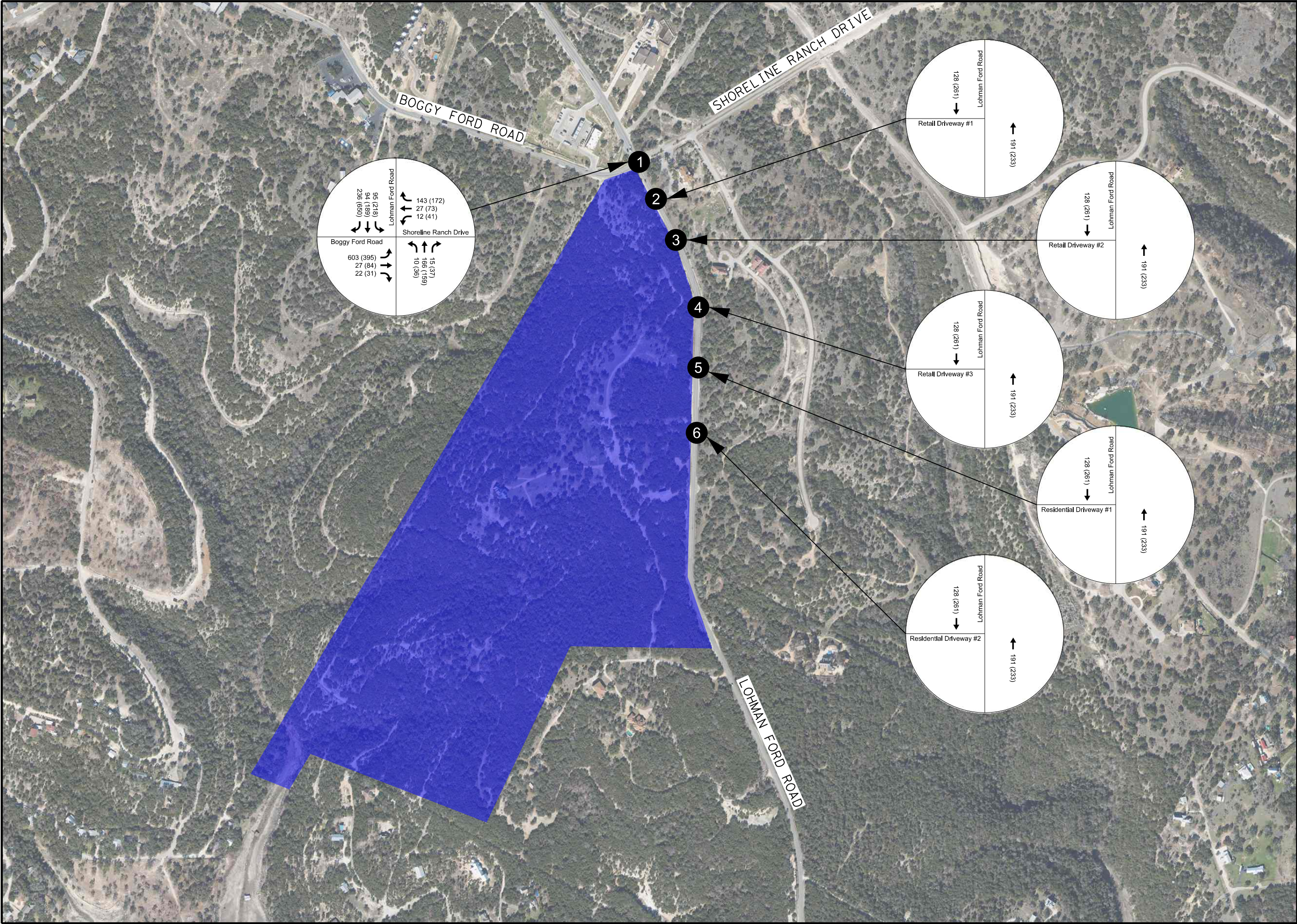
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Lago Vista Tract

Lohman Ford Road and Boggy Ford Road

Projected Traffic Volumes (2026)

Legend

AM / (PM)

Intersection No. XX

XX%

Global Distribution %

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INTERSECTIONS TO BE ANALYZED

The 6 total intersections to be analyzed are shown in Figure 8 and numbered as follows:

1. Lohman Ford Road & Boggy Ford Road
2. Lohman Ford Road & Retail Driveway #1
3. Lohman Ford Road & Retail Driveway #2
4. Lohman Ford Road & Retail Driveway #3
5. Lohman Ford Road & Residential Driveway #1
6. Lohman Ford Road & Residential Driveway #2

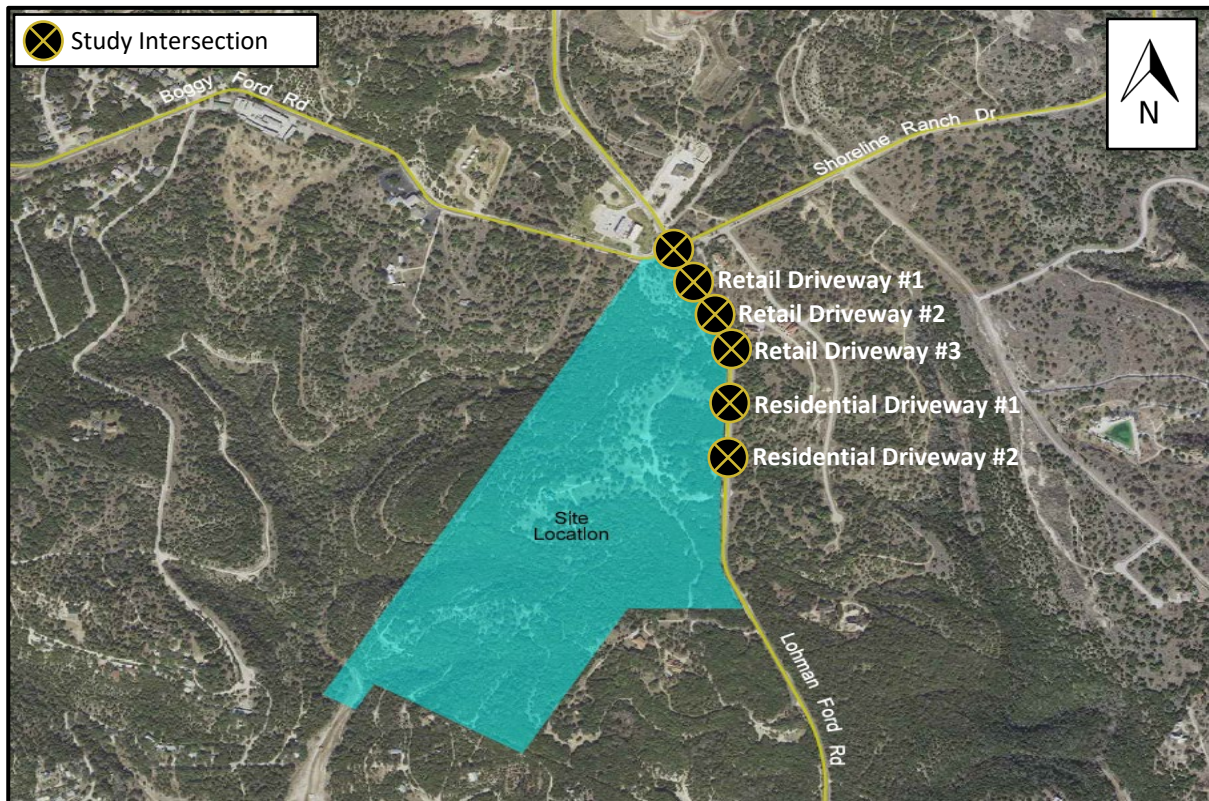


Figure 8 – Aerial with Intersections to be Analyzed

ANALYSIS & IMPACT

TRIP GENERATION

The proposed development's trip generation was calculated utilizing the ITE Trip Generation Manual (10th Edition). Trips were calculated using the total number of dwelling units within the residential subdivision and total assumed area of the commercial buildings using a 25% floor to area ratio based on 5.46 acres. Table 1 shows the calculated trips.

Table 1 – Trip Generation

Proposed Lago Vista Development							
Single-Family Detached Housing (ITE Code: 210)							
Dwelling Units	114	Weekday 24 hrs		Weekday AM Peak		Weekday PM Peak	
Trips/D.U.		9.44		0.74		0.99	
% Enter / % Exit		50%	50%	25%	75%	63%	37%
Total Trips		1,076		84		113	
Enter / Exit		538	538	21	63	71	42
Residential Condominium/Townhouse (ITE Code: 230)							
Dwelling Units	224	Weekday 24 hrs		Weekday AM Peak		Weekday PM Peak	
Trips/D.U.		5.81		0.44		0.52	
% Enter / % Exit		50%	50%	17%	83%	67%	33%
Total Trips		1,301		99		116	
Enter / Exit		651	651	17	82	78	38
Shopping Center (ITE Code: 820)							
1,000 SF GLA	59.460	Weekday 24 hrs		Weekday AM Peak		Weekday PM Peak	
Trips/1,000 SF GLA		37.75		0.94		3.81	
% Enter / % Exit		50%	50%	62%	38%	48%	52%
Total Trips		2,245		56		227	
Enter / Exit		1,123	1,123	35	21	109	118
Total Trips		4,622		239		456	
Enter / Exit		2,312	2,312	73	166	258	198

TRIP DISTRIBUTION

The trip distribution for the proposed development was established based upon four factors:

- 1) Traffic Engineering Judgment
- 2) Existing Traffic Data / Travel Patterns
- 3) Anticipated Development Circulation and Driveway Utilization
- 4) Existing Travel Demand Patterns Within the Study Area

The global trip distribution entailed distributing the development traffic in general directions (North, South, East, West) into and out of the development and network. Figures 9 and 10 show the Trip Distribution for the proposed residential development and the proposed commercial development respectively.

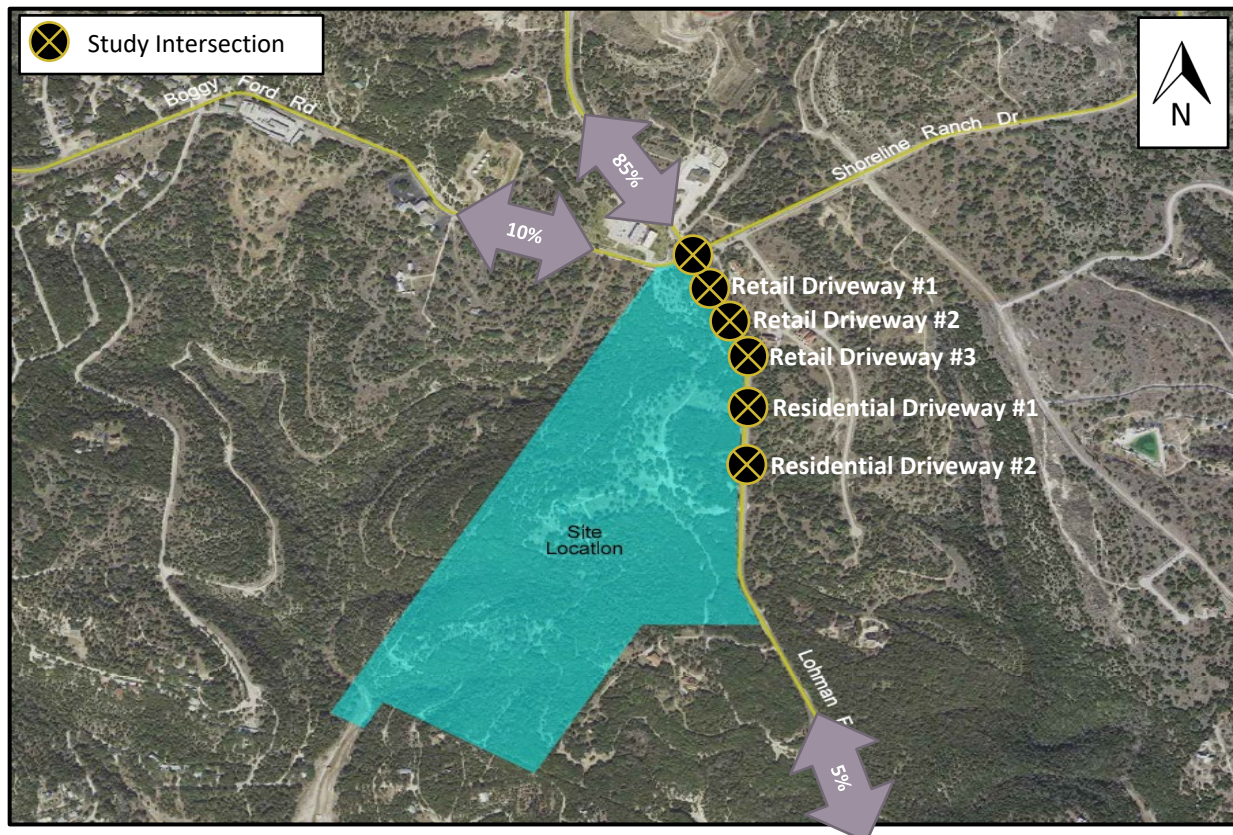


Figure 9 – Trip Distribution for the Proposed Lago Vista (Residential)

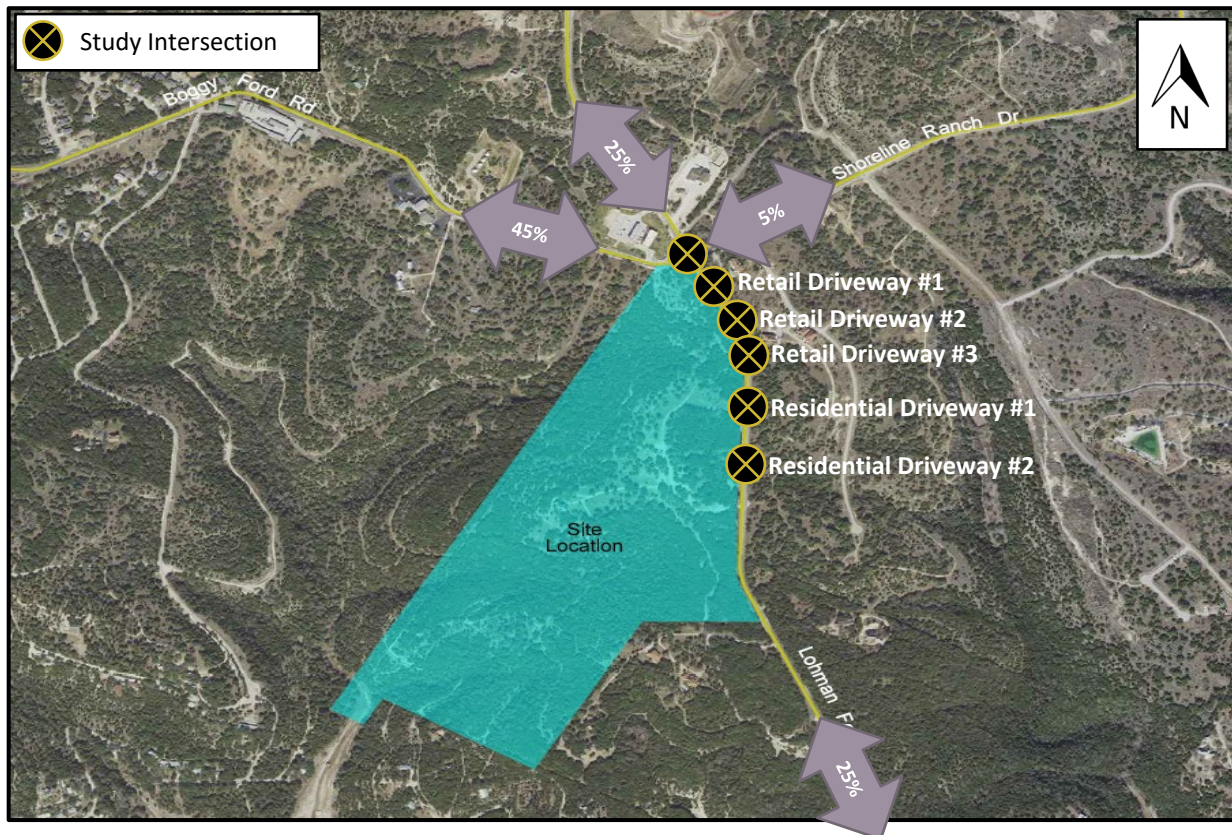
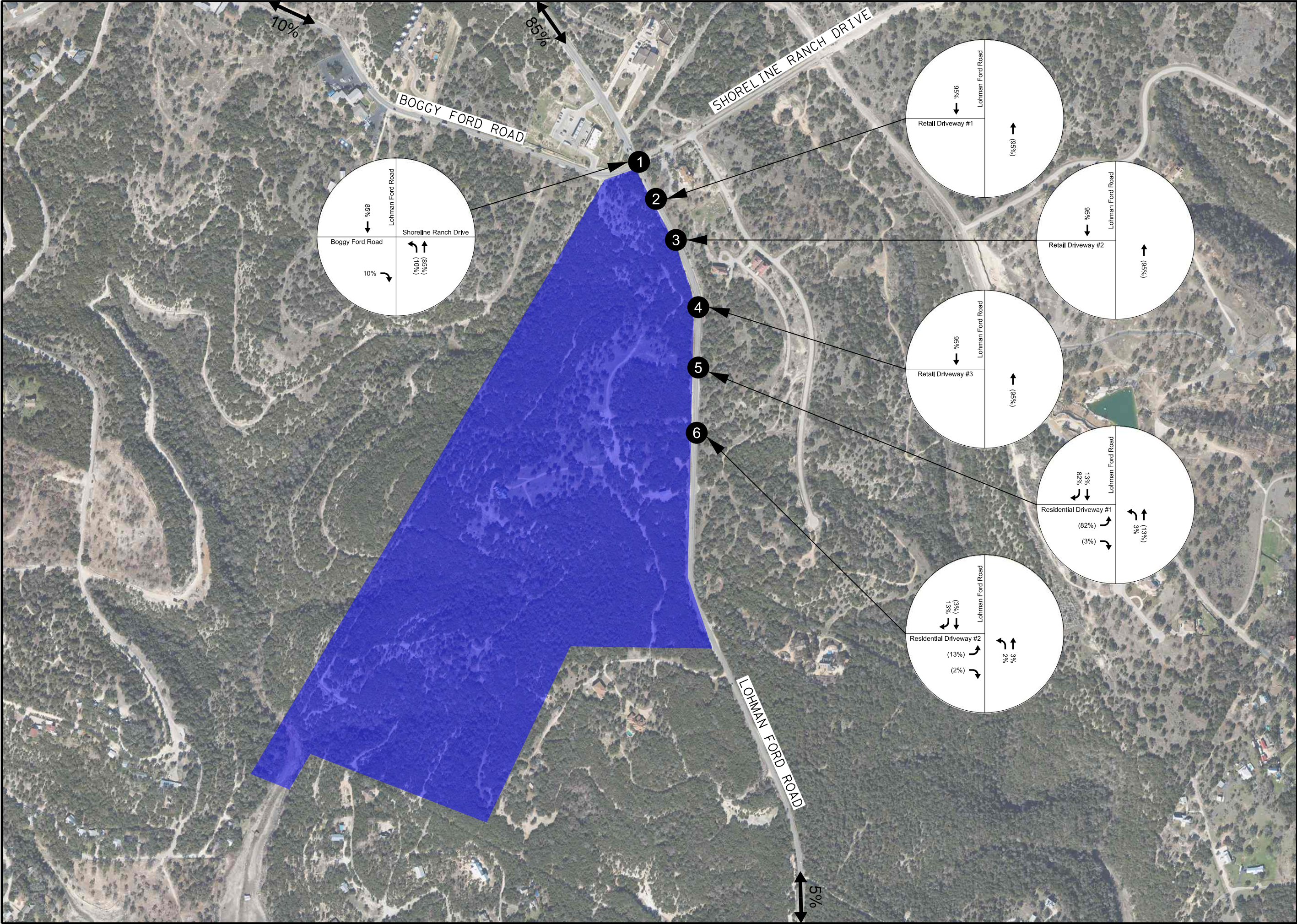
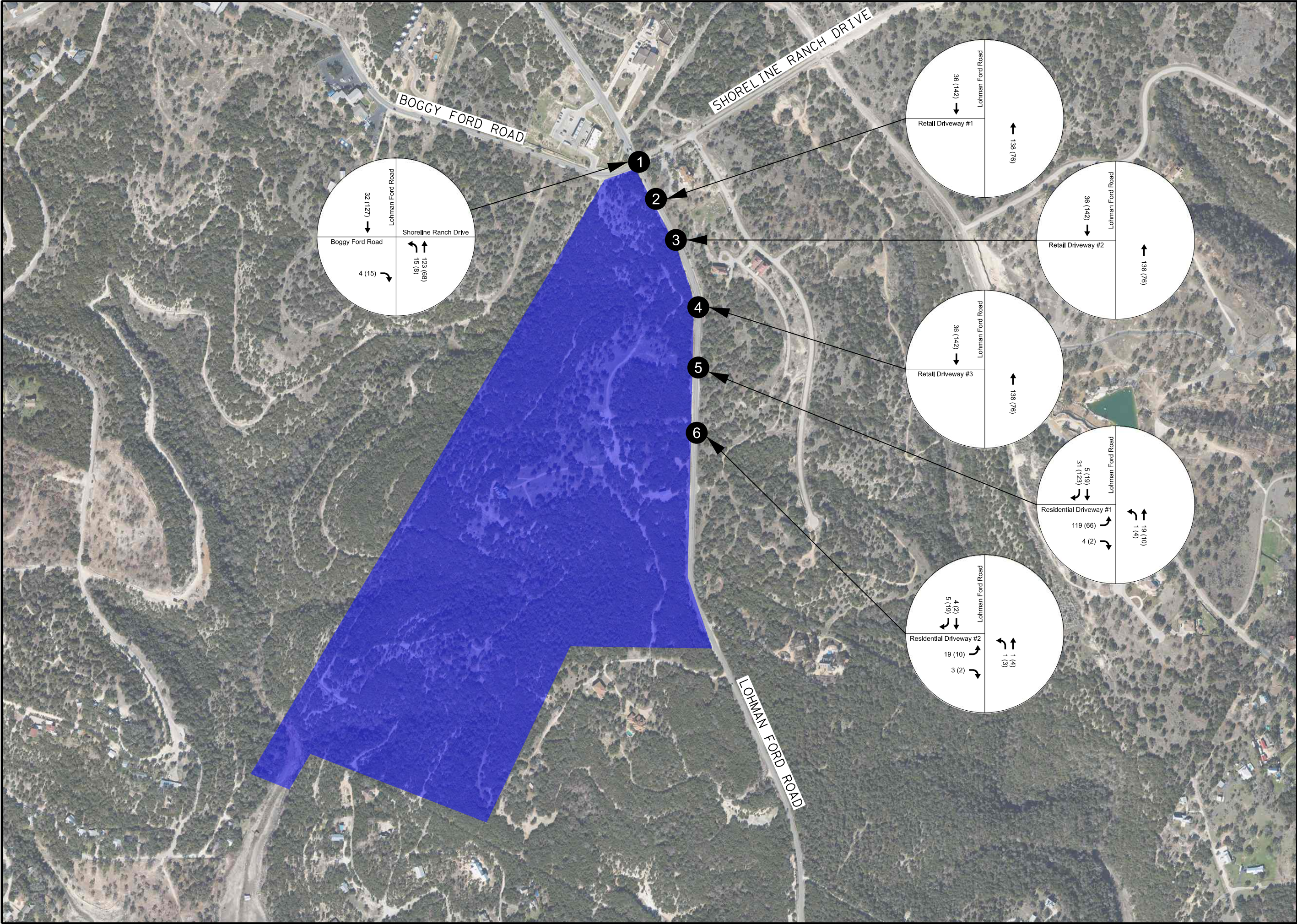


Figure 10 – Trip Distribution for the Proposed Lago Vista (Commercial)

The following exhibits show the detailed trip distribution percentages and volumes for the proposed development as well as the Projected with Development traffic volumes.







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Lago Vista Tract

Lohman Ford Road and Boggy Ford Road

Trip Distribution (Volumes) Residential Phase I

Legend

AM / (PM)

Intersection No.

XX%

Global Distribution %

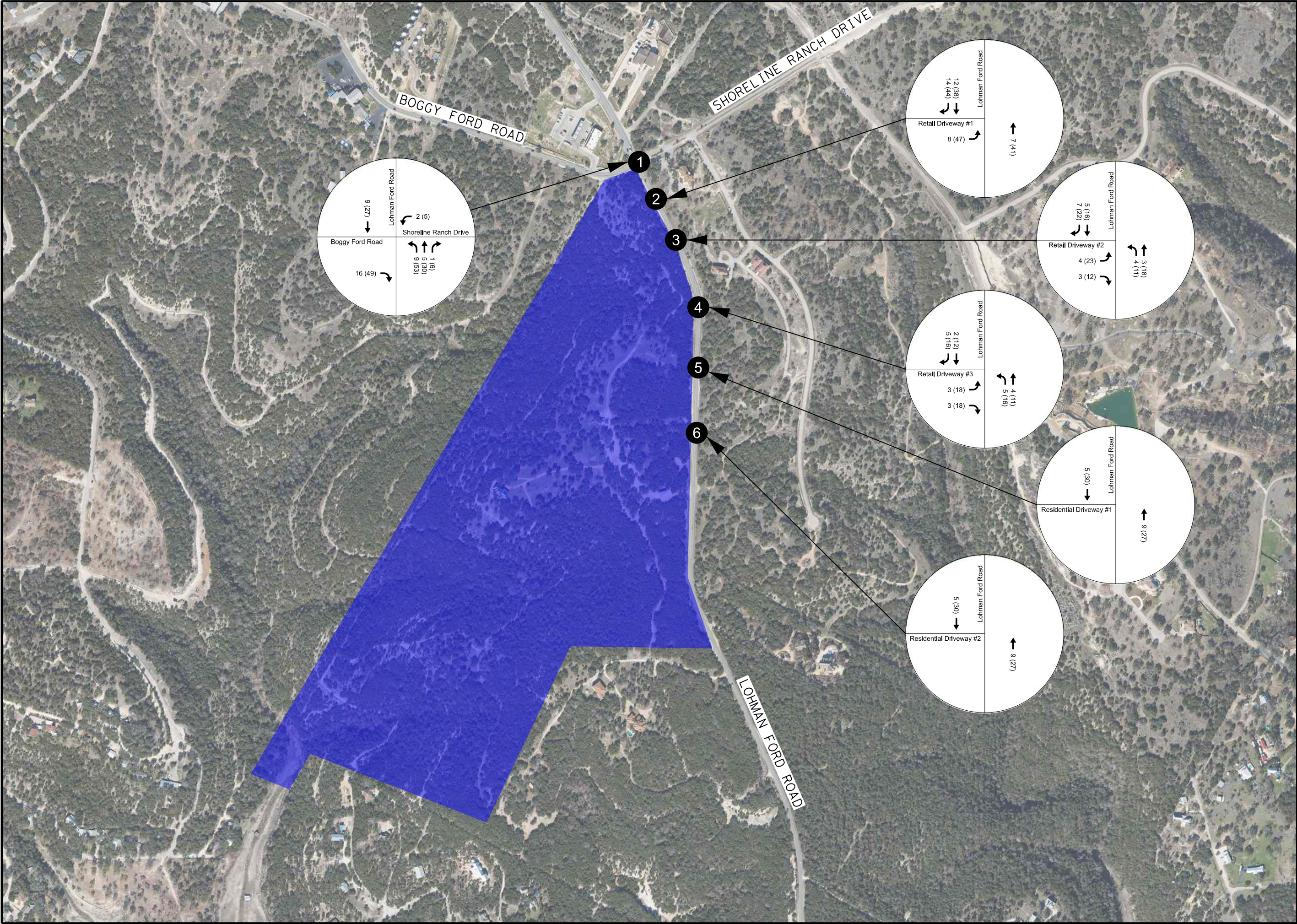


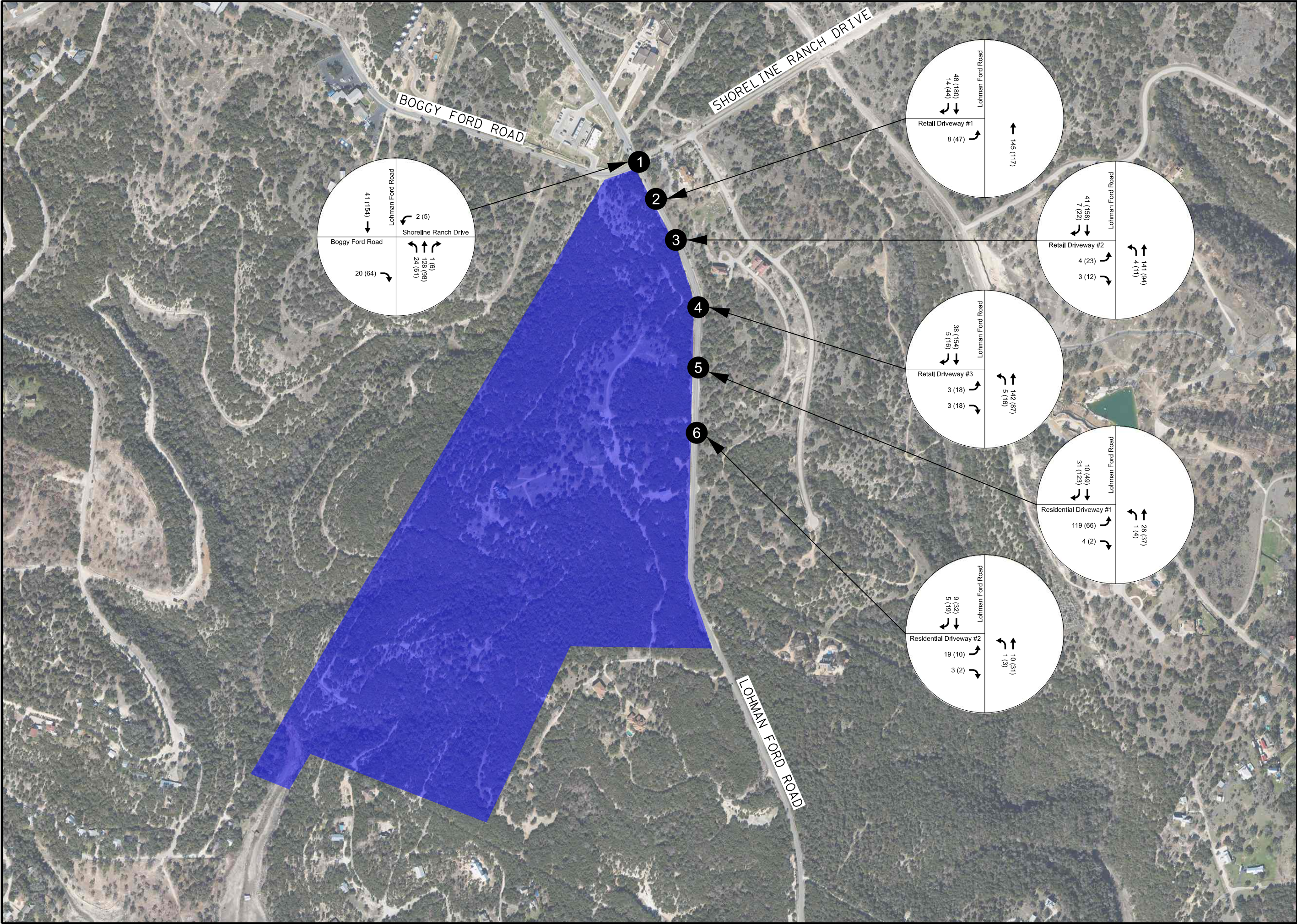
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Lago Vista Tract

Lohman Ford Road and Boggy Ford Road

Total Site Generated Traffic Volumes

Legend

AM / (PM)

Intersection No.

XX%

Global Distribution %

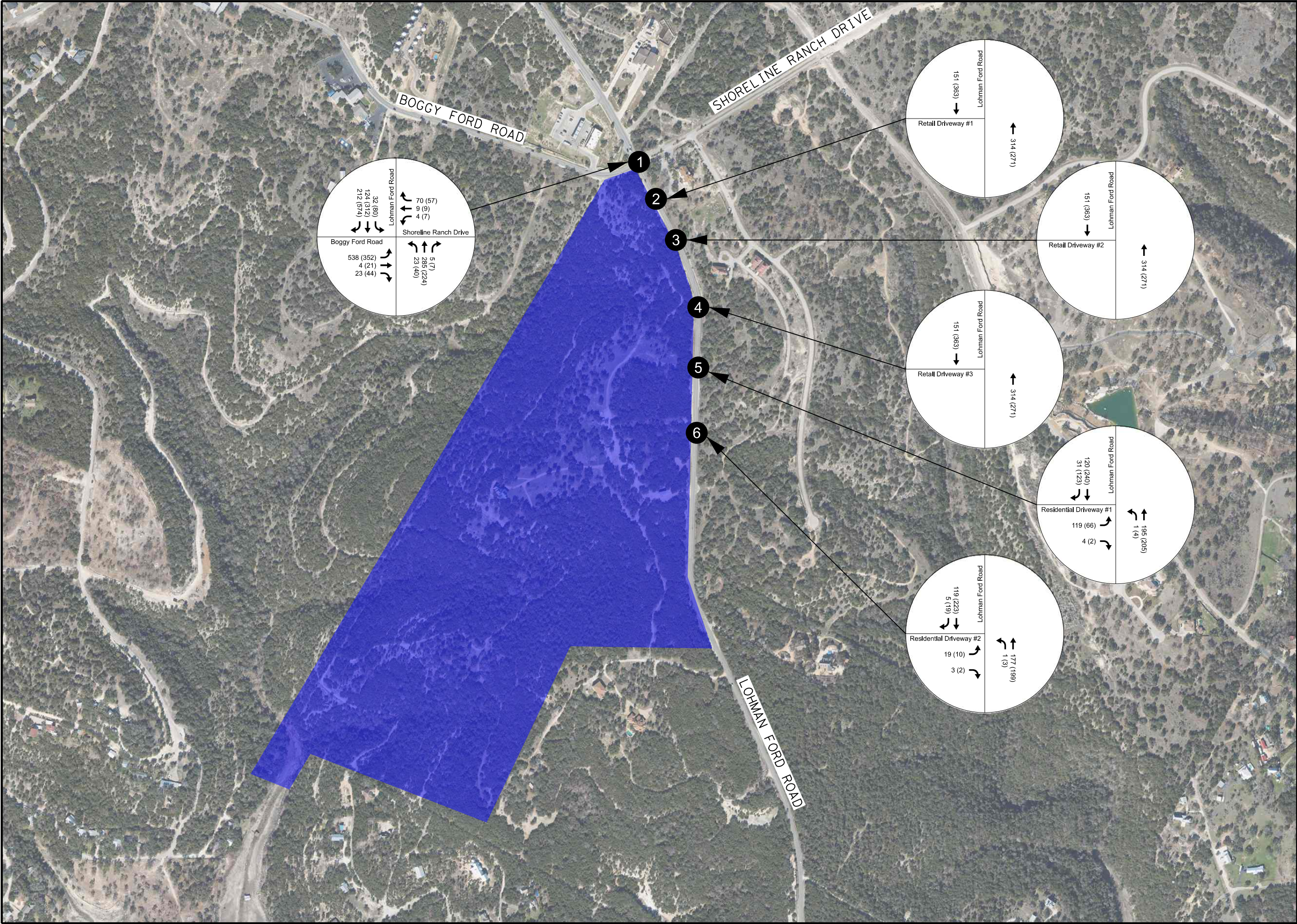


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Lago Vista Tract

Lohman Ford Road and Boggy Ford Road

Projected with Development (2025)

Legend

AM / (PM)

Intersection No. XX

XX%

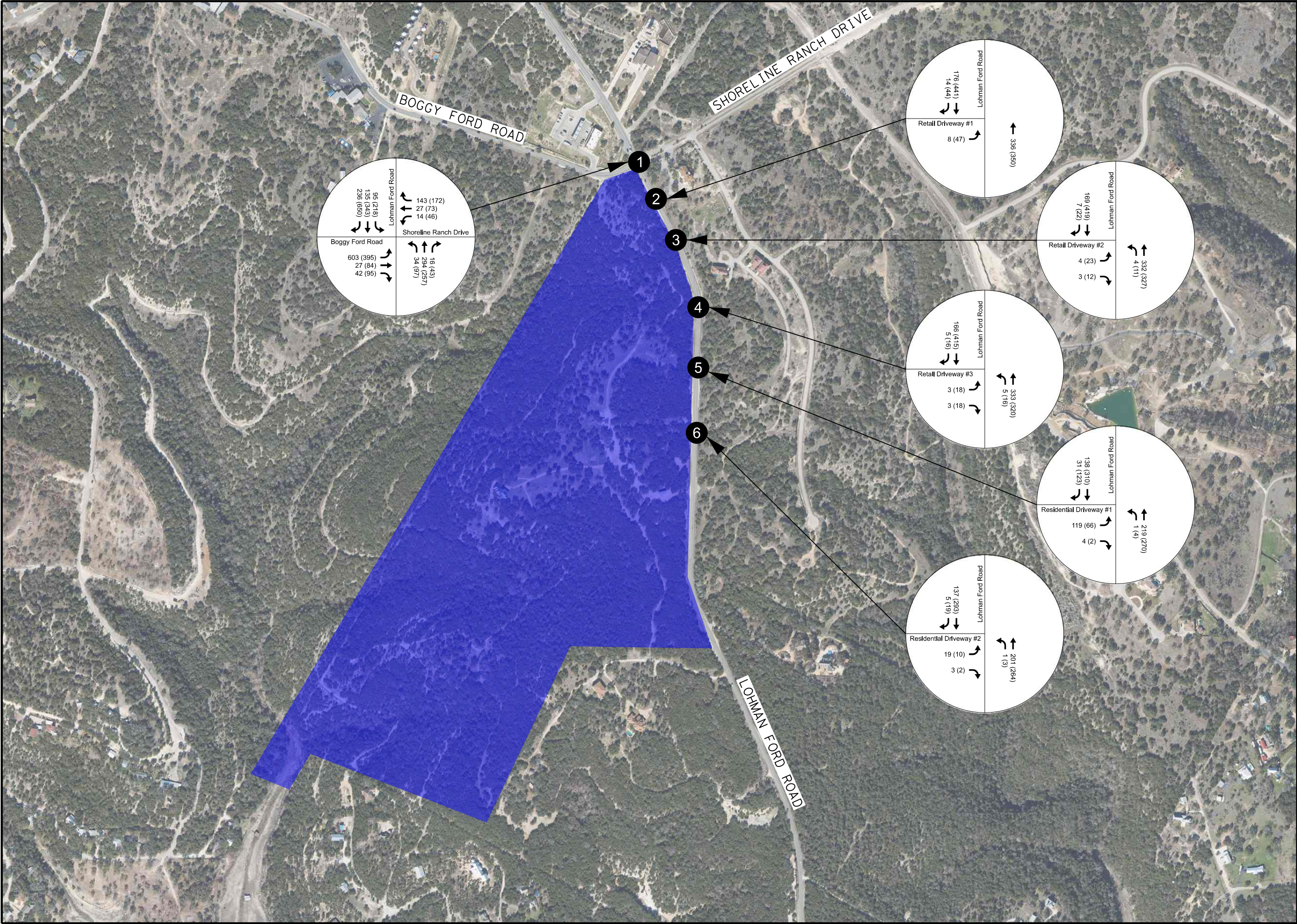
Global Distribution %

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Lago Vista Tract

Lohman Ford Road and Boggy Ford Road

Projected with Development (2026)

Legend

AM / (PM)

 Intersection No.

 XX%

 Global Distribution %

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LEVEL OF SERVICE ANALYSIS

The traffic analysis was conducted using Synchro 11.0 traffic modeling software, which uses predictive Highway Capacity Manual (HCM) methodologies to calculate Level of Service (LOS) and Measure of Effectiveness (MOE) values. The analysis process involved the development of a base model, calibration of the base model, and an alternative comparison to the base model. Development of the base model involves the creation of a system network, also referred to as the link-node diagram. The network development includes link-node assignments, traffic control, traffic signalization, roadway geometry, lane designations & assignments, traffic volumes, and turning movements. A traffic analysis was conducted for three scenarios which include Existing, Projected, and Projected with Development traffic conditions for the morning (AM) and evening (PM) peak periods. The AM peak period was determined to be from 7:00 AM to 8:00 AM while the PM peak period was determined to be from 5:00 PM to 6:00 PM. A screenshot of the Synchro Model created for this study can be seen in Figure 11.

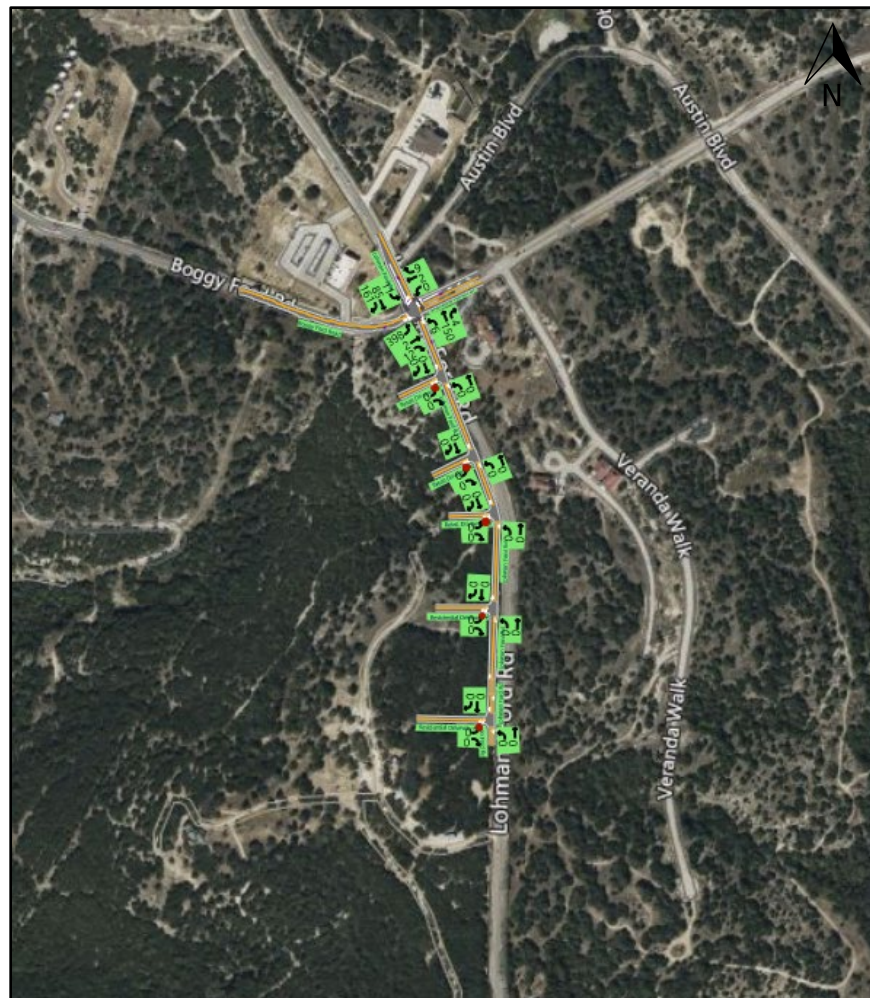


Figure 11 – Synchro Model Screenshot

Please note that roadway improvements recommended at the intersection of Lohman Ford Road and Boggy Ford Road within the previously approved Firefly Cove TIA Report were incorporated into the Projected and Projected with Development traffic models. The Firefly Cove TIA Report recommends construction of an eastbound left-turn lane and an additional northbound receiving lane to facilitate dual-left turning movements.

Based on criteria found in the *Highway Capacity Manual 2010 (HCM)*, the critical minor street approach is used to determine the Levels of Service (LOS) for Two-Way Stop Controlled (TWSC) intersections. For signalized intersections, the LOS is determined based on the measures of effectiveness obtained from the traffic simulation output and the average control delay in seconds per vehicle (sec/veh) from the model. Table 2 shows the average control delay ranges with the corresponding LOS for both TWSC and signalized intersections.

Table 2 – Average Control Delay Ranges

Level of Service	Average Control Delay (sec/veh) Intersection (Signalized)	Average Control Delay (sec/veh) Per Approach (TWSC)
A	≤ 10	≤10
B	> 10 – ≤20	> 10 – ≤15
C	> 20 – ≤35	> 15 – ≤25
D	> 35 – ≤55	> 25 – ≤35
E	> 55 – ≤80	> 35 – ≤50
F	> 80	> 50

Tables 3 – 8 present a summary of the intersection and approach LOS values obtained from the Synchro models.

Table 3 – Lohman Ford Road & Boggy Ford Road LOS Results

Lohman Ford Road & Boggy Ford Road	Intersection Analysis									
	Northbound Lohman Ford		Southbound Lohman Ford		Eastbound Boggy Ford		Westbound Shoreline Ranch		Intersection Average	
	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)	LOS
AM Peak Period										
Existing (2021)	8.7	A	7.9	A	17.4	B	7.2	A	12.7	B
Projected (2025)	8.9	A	8.2	A	47.7	D	7.5	A	27.4	C
Projected (2026)	8.2	A	8.0	A	12.6	B	7.9	A	10.1	B
Proj. w/ Dev (2025)	11.0	B	8.3	A	49.0	D	7.5	A	26.2	C
Proj. w/ Dev (2026)	11.0	B	8.6	A	12.5	B	7.8	A	10.6	B
PM Peak Period										
Existing (2021)	8.9	A	9.1	A	11.9	B	7.3	A	9.8	A
Projected (2025)	9.4	A	10.3	B	16.4	B	7.4	A	11.7	B
Projected (2026)	10.8	B	13.8	B	49.0	D	36.7	D	25.2	C
Proj. w/ Dev (2025)	10.8	B	11.3	B	16.9	B	7.4	A	12.4	B
Proj. w/ Dev (2026)	20.7	C	18.3	B	56.2	E	36.7	D	29.7	C

Table 4 – Lohman Ford Road & Retail Driveway #1 LOS Results

Lohman Ford Road & Retail Driveway #1	Intersection Analysis									
	Northbound Lohman Ford		Southbound Lohman Ford		Eastbound Retail DW #1		Westbound		Intersection Average	
	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)	LOS
AM Peak Period										
Proj. w/ Dev (2025)	0.0	A	0.0	A	0.0	A			0.0	A
Proj. w/ Dev (2026)	0.0	A	0.0	A	12.79	B			0.2	A
PM Peak Period										
Proj. w/ Dev (2025)	0.0	A	0.0	A	0.0	A			0.0	A
Proj. w/ Dev (2026)	0.	0A	0.0	A	19.44	C			1.0	A

Table 5 – Lohman Ford Road & Retail Driveway #2 LOS Results

Lohman Ford Road & Retail Driveway #2	Intersection Analysis									
	Northbound Lohman Ford		Southbound Lohman Ford		Eastbound Retail DW #2		Westbound		Intersection Average	
	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)	LOS
AM Peak Period										
Proj. w/ Dev (2025)	0.0	A	0.0	A	0.0	A			0.0	A
Proj. w/ Dev (2026)	0.09	A	0.0	A	11.09	B			0.2	A
PM Peak Period										
Proj. w/ Dev (2025)	0.0	A	0.0	A	0.0	A			0.0	A
Proj. w/ Dev (2026)	0.27	A	0.0	A	15.3	C			0.8	A

Table 6 – Lohman Ford Road & Retail Driveway #3 LOS Results

Lohman Ford Road & Retail Driveway #3	Intersection Analysis									
	Northbound Lohman Ford		Southbound Lohman Ford		Eastbound Retail DW #3		Westbound		Intersection Average	
	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)	LOS
AM Peak Period										
Proj. w/ Dev (2025)	0.0	A	0.0	A	0.0	A			0.0	A
Proj. w/ Dev (2026)	0.11	A	0.0	A	10.83	B			0.2	A
PM Peak Period										
Proj. w/ Dev (2025)	0.0	A	0.0	A	0.0	A			0.0	A
Proj. w/ Dev (2026)	0.4	A	0.0	A	14.35	B			0.8	A

Table 7 – Lohman Ford Road & Residential Driveway #1 LOS Results

Lohman Ford Road & Residential Driveway #1	Intersection Analysis									
	Northbound Lohman Ford		Southbound Lohman Ford		Eastbound Residential DW #1		Westbound		Intersection Average	
	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)	LOS
AM Peak Period										
Proj. w/ Dev (2025)	0.04	A	0.0	A	12.06	B			3.2	A
Proj. w/ Dev (2026)	0.03	A	0.0	A	12.62	B			3.0	A
PM Peak Period										
Proj. w/ Dev (2025)	0.16	A	0.0	A	13.6	B			1.5	A
Proj. w/ Dev (2026)	0.12	A	0.0	A	15.87	C			1.4	A

Table 8 – Lohman Ford Road & Residential Driveway #2 LOS Results

Lohman Ford Road & Residential Driveway #2	Intersection Analysis									
	Northbound Lohman Ford		Southbound Lohman Ford		Eastbound Residential DW #2		Westbound		Intersection Average	
	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)	LOS
AM Peak Period										
Proj. w/ Dev (2025)	0.05	A	0.0	A	12.63	B			0.9	A
Proj. w/ Dev (2026)	0.04	A	0.0	A	13.1	B			0.8	A
PM Peak Period										
Proj. w/ Dev (2025)	0.12	A	0.0	A	14.02	B			0.4	A
Proj. w/ Dev (2026)	0.1	A	0.0	A	15.95	C			0.4	A

Please note that all LOS results are shown in detail within Appendix C (Synchro Output Reports).

OPERATIONAL CONSIDERATIONS

LOS ANALYSIS RESULTS

The results of the LOS Analysis found that all study intersections are expected to demonstrate acceptable LOS values during all scenarios and peak hours analyzed.

ACCESS SPACING ANALYSIS

An analysis was conducted to verify that the proposed driveway spacing meets City of Lago Vista requirements. According to the City of Lago Vista requirements, proposed driveways along Arterial Roadways should be spaced at least 250 LF from one another. Lohman Ford Road is identified by the City of Lago Vista as an Arterial Roadway.

The results of this analysis are shown in Figure 12.

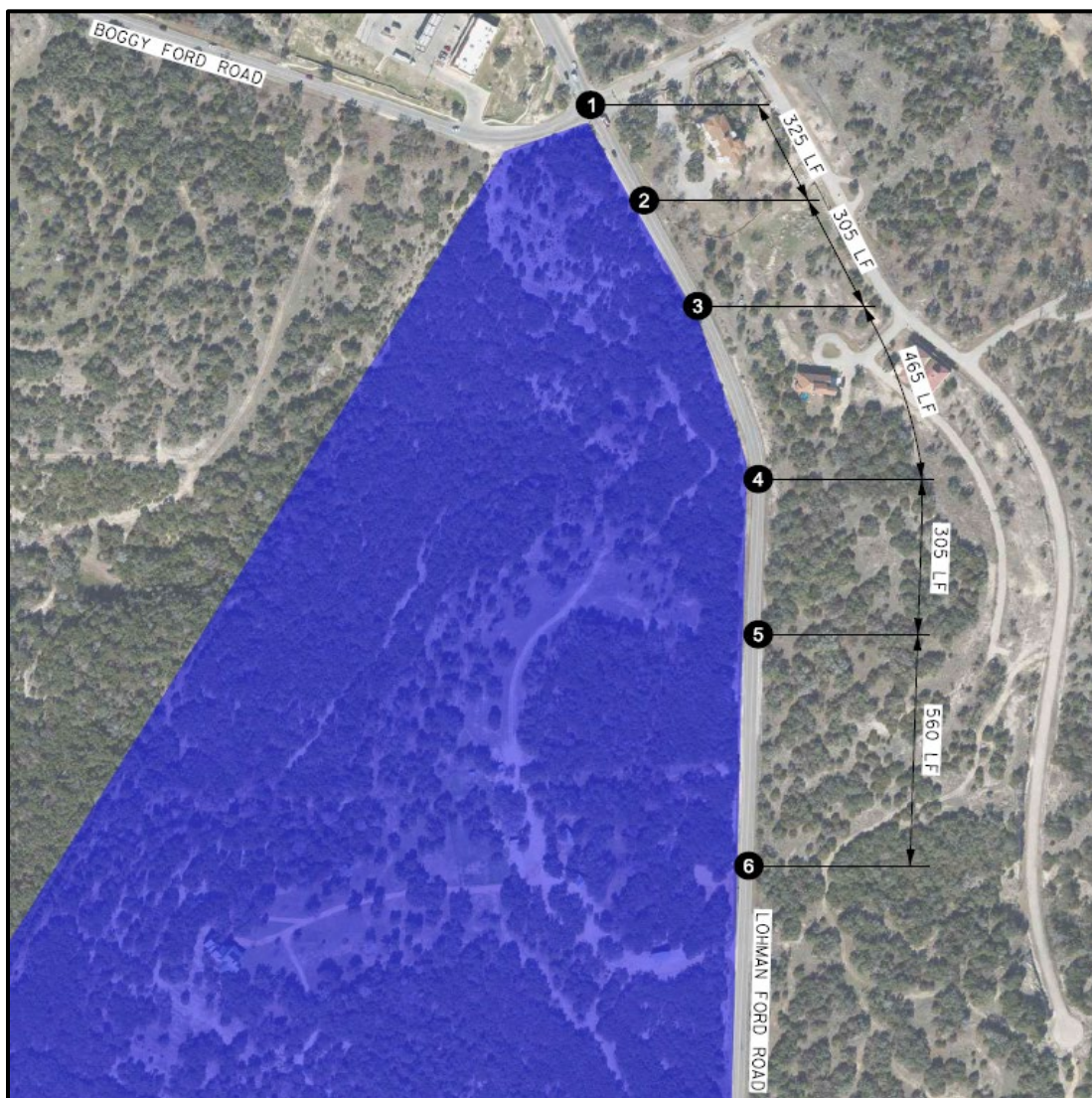


Figure 12 – Access Spacing Exhibit

As shown in Figure 12, the proposed site driveways are expected to meet City of Lago Vista Driveway Spacing Requirements.

SIGHT DISTANCE ANALYSIS

A Sight Distance Analysis was conducted to determine if the proposed site driveways are expected to meet the minimum intersection sight distance requirements outline within the American Associate of State Highway and Transportation Officials (AASHTO) *A Policy on Geometric Design of Highways and Streets*. Figures 13 – 17 show the results of this analysis.

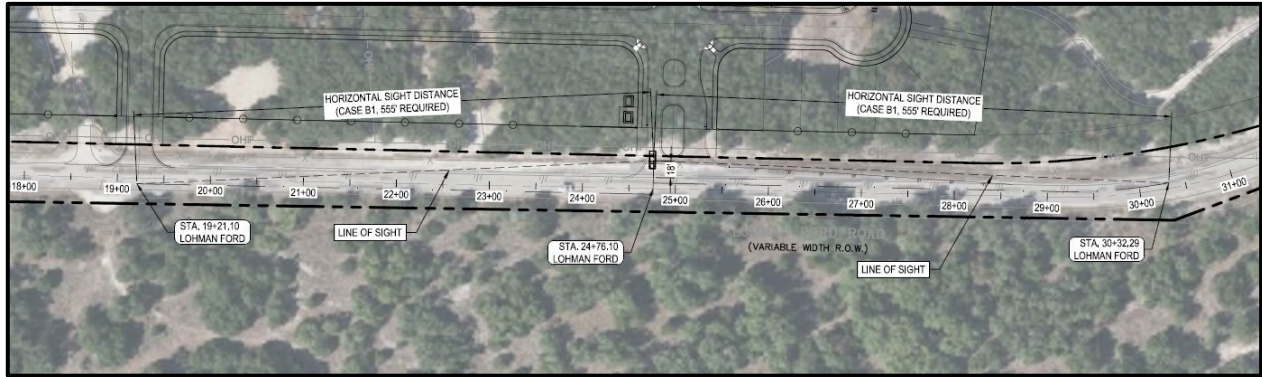


Figure 13 – Residential Driveway #1 Intersection Sight Distance

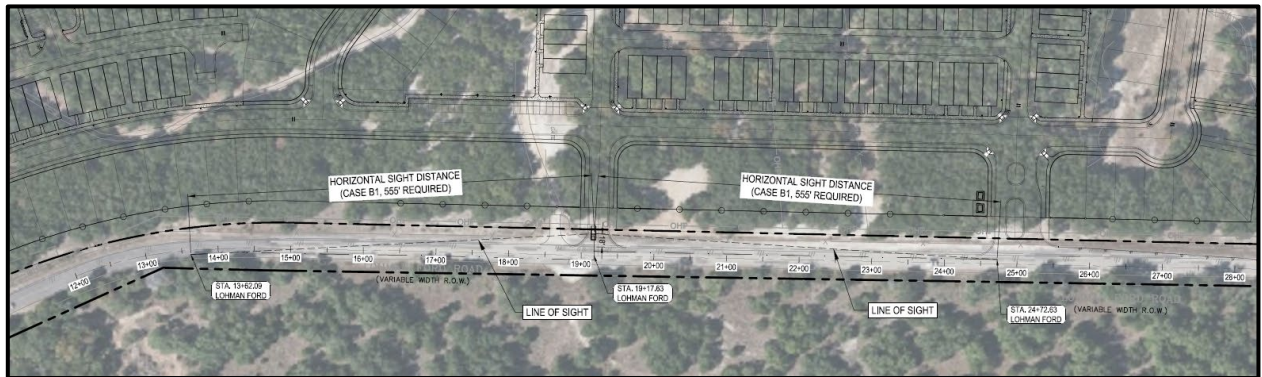


Figure 14 – Residential Driveway #2 Intersection Sight Distance

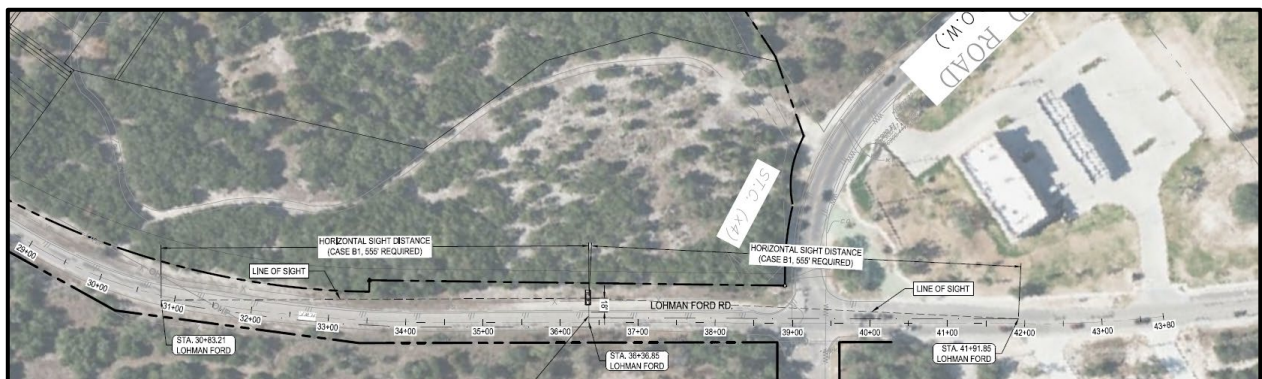


Figure 15 – Retail Driveway #1 Intersection Sight Distance

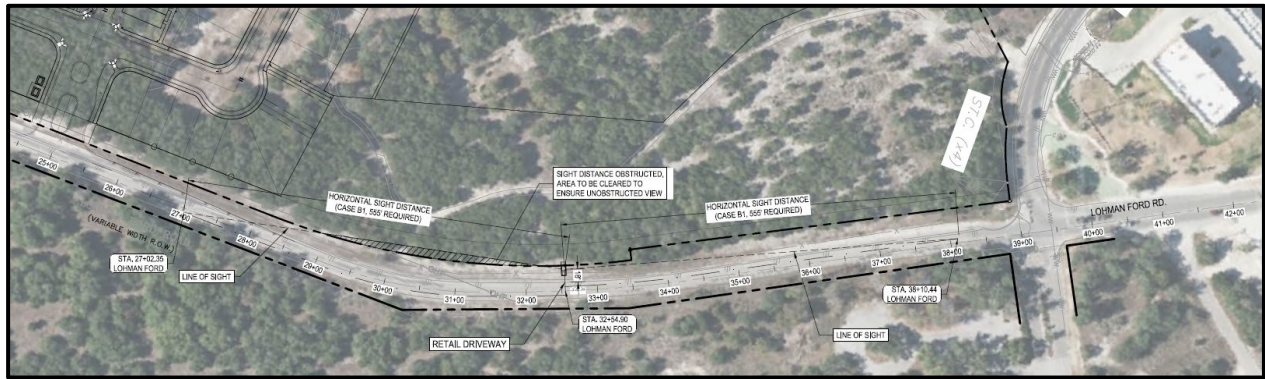


Figure 16 – Retail Driveway #2 Intersection Sight Distance



Figure 17 – Retail Driveway #3 Intersection Sight Distance

As shown in Figures 13 – 17, there is vegetation blocking the line-of-sight triangles at Residential Driveway #2, Retail Driveway #3, and Retail Driveway #2; therefore, it is recommended that vegetation and any other obstacles to lines-of-sight be removed. Please note that all sight distance exhibits are shown in detail within Appendix D (Intersection Sight Distance Exhibits).

TURN LANE ANALYSIS

Table 2-3 of the TxDOT Access Management Manual shows the Auxiliary Lane Thresholds for left-turn and right-turn lanes on state system roadways other than two-lane rural highways. Per Table 2-3, turn lanes are required when the turn volumes meet or exceed 60 vehicles per hour on a speed zone of less than 45 miles per hour or when turn volumes meet or exceed 50 vehicles per hour on a speed zone of greater than or equal to 45 miles per hour. The current speed limit along Lohman Ford Road is 50 mph.

Upon completion of Phase I of development, Residential Driveway #1 is expected to have right-turn volumes of 31 vehicles during the AM peak hour and 123 vehicles during the PM peak hour. Therefore, a right-turn deceleration lane is required along southbound Lohman Ford Road at Residential Driveway #1 due to right-turn volumes. **Based on the 50-mph speed limit, a 445 LF right-turn lane would be recommended; however, due to the proximity of this Driveway to Retail Driveway #3, a 305 LF right-turn lane is recommended which includes a 275 LF deceleration lane and 30 LF of storage.**

Table 3-10 of the TxDOT Roadway Design Manual shows the Auxiliary Lane Thresholds for left-turn lanes along two-lane rural highways.

Upon Full Build-Out of the proposed development, Retail Driveway #2 is expected to have entering left-turn volumes of 4 vehicles during the AM peak hour and 11 vehicles during the PM peak hour. According to Table 3-10 of the Roadway Design Manual, the corresponding major approach street volume required to trigger a left-turn lane is 100 vehicles per hour per lane (veh/hour/lane); therefore, a left-turn lane is required along northbound Lohman Ford Road at Retail Driveway #2 upon completion. **Based on the 50-mph speed limit, a 515 LF left-turn lane would be recommended; however, based on the proximity to Retail Driveway #3, a 465 LF left-turn lane is recommended, which includes a 365 LF deceleration lane and 100 LF of storage.**

Upon Full Build-Out of the proposed development, Retail Driveway #3 is expected to have entering left-turn volumes of 5 vehicles during the AM peak hour and 16 vehicles during the PM peak hour; According to Table 3-10 of the Roadway Design Manual, the corresponding major approach street volume required to trigger a left-turn lane is 100 vehicles per hour per lane (veh/hour/lane); therefore a left-turn lane is required along northbound Lohman Ford Road at Retail Driveway #3 upon completion. **Based on the 50-mph speed limit, a 515 LF left-turn lane would be recommended; however, based on the proximity to Residential Driveway #1, a 305 LF left-turn lane is recommended, which includes a 205 LF deceleration lane and 100 LF of storage.**

Please note that all recommended turn lane lengths were determined based on Table 3-3 of the TxDOT Roadway Design Manual and the proximity of adjacent intersections/driveways. Additionally, it should be noted that the first turn lane for the retail portion of the proposed development will not be triggered until approximately 16,000 sq. ft. of commercial retail space has been built.

COST ESTIMATE

Based on the results of the LOS and Turn-Lane analysis, the following roadway improvements are recommended:

Lohman Ford Road

- Trim trees and remove obstacles from driveway lines-of-sight (Phase I) \$10,000

Lohman Ford Road and Residential Driveway #1

- Construct 305 LF southbound right-turn lane (Phase I) \$150,000

Lohman Ford Road and Retail Driveway #2

- Construct 465 LF northbound left-turn lane (Full Build-Out) \$200,000

Lohman Ford Road and Retail Driveway #3

- Construct 305 LF northbound left-turn lane (Full Build-Out) \$200,000

The total estimated cost for all roadway improvements associated with the proposed development is approximately \$560,000.

CONCLUSION & RECOMMENDATION

The primary purpose of this analysis was to assess the impacts of the proposed Lago Vista Tract development within the project study area. A total of six intersections were analyzed during the AM and PM peak periods in accordance with City of Lago Vista requirements.

The results of the LOS analysis show that all analyzed intersections are expected to operate at acceptable LOS values during the AM and PM peak periods in all scenarios.

Table 2-3 of the TxDOT Access Management Manual shows the Auxiliary Lane Thresholds for left-turn and right-turn lanes on state system roadways other than two-lane rural highways. Per Table 2-3, turn lanes are required when the turn volumes meet or exceed 60 vehicles per hour on a speed zone of less than 45 miles per hour or when turn volumes meet or exceed 50 vehicles per hour on a speed zone of greater than or equal to 45 miles per hour. The current speed limit along Lohman Ford Road is 50 mph.

Upon completion of Phase I of development, Residential Driveway #1 is expected to have right-turn volumes of 31 vehicles during the AM peak hour and 123 vehicles during the PM peak hour. Therefore, a right-turn deceleration lane is required along southbound Lohman Ford Road at Residential Driveway #1 due to right-turn volumes. **Based on the 50-mph speed limit, a 445 LF right-turn lane would be recommended; however, due to the proximity of this Driveway to Retail Driveway #3, a 305 LF right-turn lane is recommended which includes a 275 LF deceleration lane and 30 LF of storage.**

Table 3-10 of the TxDOT Roadway Design Manual shows the Auxiliary Lane Thresholds for left-turn lanes along two-lane rural highways.

Upon Full Build-Out of the proposed development, Retail Driveway #2 is expected to have entering left-turn volumes of 4 vehicles during the AM peak hour and 11 vehicles during the PM peak hour. According to Table 3-10 of the Roadway Design Manual, the corresponding major approach street volume required to trigger a left-turn lane is 100 vehicles per hour per lane (veh/hour/lane); therefore, a left-turn lane is required along northbound Lohman Ford Road at Retail Driveway #2 upon completion. **Based on the 50-mph speed limit, a 515 LF left-turn lane would be recommended; however, based on the proximity to Retail Driveway #3, a 465 LF left-turn lane is recommended, which includes a 365 LF deceleration lane and 100 LF of storage.**

Upon Full Build-Out of the proposed development, Retail Driveway #3 is expected to have entering left-turn volumes of 5 vehicles during the AM peak hour and 16 vehicles during the PM peak hour; According to Table 3-10 of the Roadway Design Manual, the corresponding major approach street volume required to trigger a left-turn lane is 100 vehicles per hour per lane (veh/hour/lane); therefore a left-turn lane is required along northbound Lohman Ford Road at Retail Driveway #3 upon completion. **Based on the 50-mph speed limit, a 515 LF left-turn lane would be recommended; however, based on the proximity to Residential Driveway #1, a 305 LF left-turn lane is recommended, which includes a 205 LF deceleration lane and 100 LF of storage.**

Please note that all recommended turn lane lengths were determined based on Table 3-3 of the TxDOT Roadway Design Manual and the proximity of adjacent intersections/driveways. Additionally, it should be noted that the first turn lane for the retail portion of the proposed development will not be triggered until approximately 16,000 sq. ft. of commercial retail space has been built.

A Sight Distance Analysis was conducted which found vegetation blocking the line-of-sight triangles at Residential Driveway #2, Retail Driveway #3, and Retail Driveway #2; therefore it is recommended that vegetation and any other obstacles to lines-of-sight be removed.

Based on the results of the LOS and Turn-Lane analysis, the following roadway improvements are recommended:

Lohman Ford Road

- Trim trees and remove obstacles from driveway lines-of-sight (Phase I) \$10,000

Lohman Ford Road and Residential Driveway #1

- Construct 305 LF southbound right-turn lane (Phase I) \$150,000

Lohman Ford Road and Retail Driveway #2

- Construct 465 LF northbound left-turn lane (Full Build-Out) \$200,000

Lohman Ford Road and Retail Driveway #3

- Construct 305 LF northbound left-turn lane (Full Build-Out) \$200,000

The total estimated cost for all roadway improvements associated with the proposed development is approximately \$560,000.



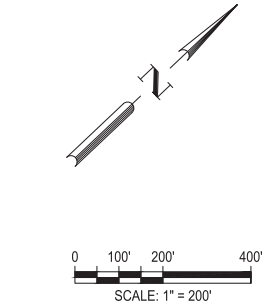
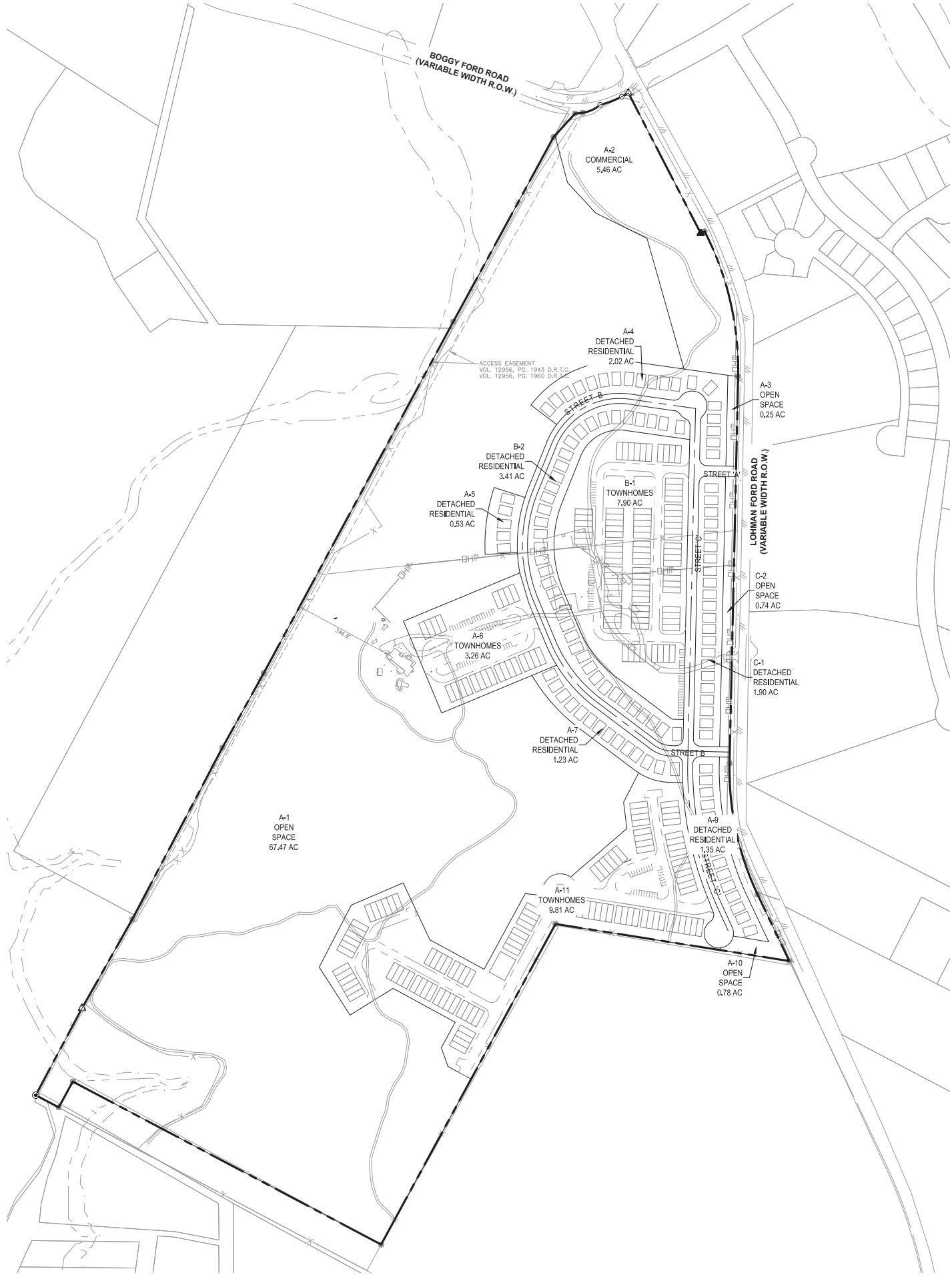
08/30/2024

A handwritten signature in blue ink, appearing to read "Oscar Michael Garza".

Oscar Michael Garza, PE, PTOE, PTP, RSP₁
Legacy Engineering Group

APPENDIX A – SITE PLAN

g:\TXC\Projects\lwan_bridge_group\9933-00-lago_vista_mixed_use\LD01_CADD\01_ShipsPRELIMC-SP-PRELIM-OVERALL-LAGO.dwg Layout: OVERALL PRELIMINARY PLAN Plotted: 9/27/2022 9:29:13 AM



LEGEND	
	PROPERTY BOUNDARY
	PROPERTY LINES
	EASEMENT
	BLOCK/LOT DESIGNATION
	CONCEPTUAL BUILDING FOOTPRINT - TOWNHOMES
	CONCEPTUAL BUILDING FOOTPRINT - DETACHED RESIDENTIAL

- NOTES
- THIS SUBDIVISION IS ENCROACHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 4845300215J DATED JANUARY 22, 2020, FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.
 - NO PORTION OF THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE OR CONTRIBUTING ZONE.
 - THIS SUBDIVISION IS LOCATED IN THE LAKE TRAVIS WATERSHED.
 - ALL STREETS AND ALLEYS ARE PRIVATE
 - ALL STREETS AND ALLEYS WILL BE DEDICATED AS PUBLIC UTILITY EASEMENTS

LUNA VISTA SUBDIVISION

OVERALL PRELIMINARY PLAN

BGE INC
1701 Directors Blvd., Suite 1000
AUSTIN, TX 78744
TEPE Registration No. F-1048
TEL 512-879-0600 www.bgeinc.com

DESIGNED BY:	REVIEWED BY:	DRAWN BY:	DESCRIPTION	DATE	APR
			REV		

APPENDIX B – TRAFFIC DATA

Lohman Ford Rd at Boggy Ford Rd - TMC

Wed Sep 8, 2021

Full Length (7 AM-9 AM, 4 PM-6 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 871144, Location: 30.432783, -97.977351



Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave., Pasadena, TX, 77503, US

Leg Direction	Lohmans Ford Southbound					Shoreline Ranch Westbound					Lohmans Ford Northbound					Boggy Ford Eastbound					
Time	R	T	L	U	App	R	T	L	U	App	R	T	L	U	App	R	T	L	U	App	Int
2021-09-08 7:00AM	16	8	1	0	25	4	0	0	0	4	0	39	3	0	42	1	0	116	0	117	188
7:15AM	43	16	6	0	65	2	0	0	0	2	0	38	0	0	38	2	1	131	0	134	239
7:30AM	56	27	0	0	83	1	0	0	0	1	2	39	2	0	43	1	0	82	0	83	210
7:45AM	46	34	4	0	84	2	2	0	0	4	2	34	1	0	37	8	1	69	0	78	203
Hourly Total	161	85	11	0	257	9	2	0	0	11	4	150	6	0	160	12	2	398	0	412	840
8:00AM	39	29	3	0	71	1	0	0	0	1	2	28	2	0	32	8	1	69	1	79	183
8:15AM	32	35	2	0	69	2	1	1	0	4	1	28	1	0	30	7	2	63	0	72	175
8:30AM	28	24	4	0	56	2	0	1	0	3	1	37	3	0	41	5	1	66	0	72	172
8:45AM	43	31	2	0	76	1	0	0	0	1	0	27	0	0	27	0	0	66	0	66	170
Hourly Total	142	119	11	0	272	6	1	2	0	9	4	120	6	0	130	20	4	264	1	289	700
4:00PM	103	54	5	0	162	2	2	0	0	4	1	30	2	0	33	7	1	72	0	80	279
4:15PM	94	36	6	0	136	2	1	0	0	3	3	32	8	0	43	7	2	47	0	56	238
4:30PM	74	37	4	0	115	7	0	1	0	8	3	23	6	0	32	6	2	63	0	71	226
4:45PM	77	45	2	0	124	2	1	0	0	3	2	29	6	0	37	9	1	50	0	60	224
Hourly Total	348	172	17	0	537	13	4	1	0	18	9	114	22	0	145	29	6	232	0	267	967
5:00PM	101	47	2	0	150	6	1	1	0	8	0	43	4	0	47	8	3	63	0	74	279
5:15PM	110	36	3	0	149	2	0	0	0	2	2	30	6	0	38	5	3	70	0	78	267
5:30PM	118	53	2	0	173	5	1	2	0	8	0	25	4	0	29	5	4	63	0	72	282
5:45PM	86	35	6	0	127	4	2	2	0	8	1	46	9	0	56	5	2	65	0	72	263
Hourly Total	415	171	13	0	599	17	4	5	0	26	3	144	23	0	170	23	12	261	0	296	1091
Total	1066	547	52	0	1665	45	11	8	0	64	20	528	57	0	605	84	24	1155	1	1264	3598
% Approach	64.0%	32.9%	3.1%	0%	-	70.3%	17.2%	12.5%	0%	-	3.3%	87.3%	9.4%	0%	-	6.6%	1.9%	91.4%	0.1%	-	-
% Total	29.6%	15.2%	1.4%	0%	46.3%	1.3%	0.3%	0.2%	0%	1.8%	0.6%	14.7%	1.6%	0%	16.8%	2.3%	0.7%	32.1%	0%	35.1%	-
Lights	1035	531	51	0	1617	44	11	8	0	63	18	517	53	0	588	83	24	1116	1	1224	3492
% Lights	97.1%	97.1%	98.1%	0%	97.1%	97.8%	100%	100%	0%	98.4%	90.0%	97.9%	93.0%	0%	97.2%	98.8%	100%	96.6%	100%	96.8%	97.1%
Articulated Trucks	1	0	0	0	1	0	0	0	0	0	0	1	0	0	1	0	0	2	0	2	4
% Articulated Trucks	0.1%	0%	0%	0%	0.1%	0%	0%	0%	0%	0%	0%	0.2%	0%	0%	0.2%	0%	0%	0.2%	0%	0.2%	0.1%
Buses and Single-Unit Trucks	30	16	1	0	47	1	0	0	0	1	2	10	4	0	16	1	0	37	0	38	102
% Buses and Single-Unit Trucks	2.8%	2.9%	1.9%	0%	2.8%	2.2%	0%	0%	0%	1.6%	10.0%	1.9%	7.0%	0%	2.6%	1.2%	0%	3.2%	0%	3.0%	2.8%

*L: Left, R: Right, T: Thru, U: U-Turn

Lohman Ford Rd at Boggy Ford Rd - TMC

Wed Sep 8, 2021

Full Length (7 AM-9 AM, 4 PM-6 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 871144, Location: 30.432783, -97.977351



Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave., Pasadena, TX, 77503, US

[N] Lohmans Ford

Total: 3393

In: 1665

Out: 1728

1066

547

52

[W] Boggy Ford
Total: 2399
In: 1264
Out: 1135

1
1155
24
84

45
11
8

Out: 96
In: 64
Total: 160

[E] Shoreline Ranch

Out: 639
In: 605
Total: 1244

[S] Lohmans Ford

57

528

20

Lohman Ford Rd at Boggy Ford Rd - TMC

Wed Sep 8, 2021

AM Peak (7 AM - 8 AM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 871144, Location: 30.432783, -97.977351



Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave., Pasadena, TX, 77503, US

Leg Direction	Lohmans Ford Southbound					Shoreline Ranch Westbound					Lohmans Ford Northbound					Boggy Ford Eastbound					
Time	R	T	L	U	App	R	T	L	U	App	R	T	L	U	App	R	T	L	U	App	Int
2021-09-08 7:00AM	16	8	1	0	25	4	0	0	0	4	0	39	3	0	42	1	0	116	0	117	188
7:15AM	43	16	6	0	65	2	0	0	0	2	0	38	0	0	38	2	1	131	0	134	239
7:30AM	56	27	0	0	83	1	0	0	0	1	2	39	2	0	43	1	0	82	0	83	210
7:45AM	46	34	4	0	84	2	2	0	0	4	2	34	1	0	37	8	1	69	0	78	203
Total	161	85	11	0	257	9	2	0	0	11	4	150	6	0	160	12	2	398	0	412	840
% Approach	62.6%	33.1%	4.3%	0%	-	81.8%	18.2%	0%	0%	-	2.5%	93.8%	3.8%	0%	-	2.9%	0.5%	96.6%	0%	-	-
% Total	19.2%	10.1%	1.3%	0%	30.6%	1.1%	0.2%	0%	0%	1.3%	0.5%	17.9%	0.7%	0%	19.0%	1.4%	0.2%	47.4%	0%	49.0%	-
PHF	0.719	0.625	0.458	-	0.765	0.563	0.250	-	-	0.688	0.500	0.962	0.500	-	0.930	0.375	0.500	0.760	-	0.769	0.879
Lights	151	84	11	0	246	9	2	0	0	11	4	148	6	0	158	12	2	385	0	399	814
% Lights	93.8%	98.8%	100%	0%	95.7%	100%	100%	0%	0%	100%	100%	98.7%	100%	0%	98.8%	100%	100%	96.7%	0%	96.8%	96.9%
Articulated Trucks	1	0	0	0	1	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	2
% Articulated Trucks	0.6%	0%	0%	0%	0.4%	0%	0%	0%	0%	0%	0%	0.7%	0%	0%	0.6%	0%	0%	0%	0%	0%	0.2%
Buses and Single-Unit Trucks	9	1	0	0	10	0	0	0	0	0	0	1	0	0	1	0	0	13	0	13	24
% Buses and Single-Unit Trucks	5.6%	1.2%	0%	0%	3.9%	0%	0%	0%	0%	0%	0%	0.7%	0%	0%	0.6%	0%	0%	3.3%	0%	3.2%	2.9%

* L: Left, R: Right, T: Thru, U: U-Turn

Lohman Ford Rd at Boggy Ford Rd - TMC

Wed Sep 8, 2021

AM Peak (7 AM - 8 AM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 871144, Location: 30.432783, -97.977351

CJ Hensch &
Associates, Inc.

Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave., Pasadena, TX, 77503, US

[N] Lohmans Ford

Total: 814

In: 257

Out: 557

161 85 11

[W] Boggy Ford

Total: 581

In: 412

Out: 169

398

2
12

200

Out: 17 In: 11

Total: 28

[E] Shoreline Ranch

Out: 97 In: 160

Total: 257

[S] Lohmans Ford

6

150

4

Lohman Ford Rd at Boggy Ford Rd - TMC

Wed Sep 8, 2021

PM Peak (5 PM - 6 PM) - Overall Peak Hour

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 871144, Location: 30.432783, -97.977351



Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave., Pasadena, TX, 77503, US

Leg Direction	Lohmans Ford Southbound					Shoreline Ranch Westbound					Lohmans Ford Northbound					Boggy Ford Eastbound					
Time	R	T	L	U	App	R	T	L	U	App	R	T	L	U	App	R	T	L	U	App	Int
2021-09-08 5:00PM	101	47	2	0	150	6	1	1	0	8	0	43	4	0	47	8	3	63	0	74	279
5:15PM	110	36	3	0	149	2	0	0	0	2	2	30	6	0	38	5	3	70	0	78	267
5:30PM	118	53	2	0	173	5	1	2	0	8	0	25	4	0	29	5	4	63	0	72	282
5:45PM	86	35	6	0	127	4	2	2	0	8	1	46	9	0	56	5	2	65	0	72	263
Total	415	171	13	0	599	17	4	5	0	26	3	144	23	0	170	23	12	261	0	296	1091
% Approach	69.3%	28.5%	2.2%	0%	-	65.4%	15.4%	19.2%	0%	-	1.8%	84.7%	13.5%	0%	-	7.8%	4.1%	88.2%	0%	-	-
% Total	38.0%	15.7%	1.2%	0%	54.9%	1.6%	0.4%	0.5%	0%	2.4%	0.3%	13.2%	2.1%	0%	15.6%	2.1%	1.1%	23.9%	0%	27.1%	-
PHF	0.879	0.807	0.542	-	0.866	0.708	0.500	0.625	-	0.813	0.375	0.783	0.639	-	0.759	0.719	0.750	0.932	-	0.949	0.967
Lights	410	170	12	0	592	16	4	5	0	25	3	140	22	0	165	23	12	256	0	291	1073
% Lights	98.8%	99.4%	92.3%	0%	98.8%	94.1%	100%	100%	0%	96.2%	100%	97.2%	95.7%	0%	97.1%	100%	100%	98.1%	0%	98.3%	98.4%
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Articulated Trucks	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Buses and Single-Unit Trucks	5	1	1	0	7	1	0	0	0	1	0	4	1	0	5	0	0	5	0	5	18
% Buses and Single-Unit Trucks	1.2%	0.6%	7.7%	0%	1.2%	5.9%	0%	0%	0%	3.8%	0%	2.8%	4.3%	0%	2.9%	0%	0%	1.9%	0%	1.7%	1.6%

* L: Left, R: Right, T: Thru, U: U-Turn

Lohman Ford Rd at Boggy Ford Rd - TMC

Wed Sep 8, 2021

PM Peak (5 PM - 6 PM) - Overall Peak Hour

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 871144, Location: 30.432783, -97.977351



Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave., Pasadena, TX, 77503, US

[N] Lohmans Ford

Total: 1021

In: 599

Out: 422

415

171

13

[W] Boggy Ford

Total: 738

In: 296 Out: 442

261
12
23

17
4
5

Out: 28 In: 26

Total: 54

[E] Shoreline Ranch

Out: 199 In: 170
Total: 369

[S] Lohmans Ford

23

144

3

APPENDIX C – SYNCHRO OUTPUT REPORTS

HCM Signalized Intersection Capacity Analysis

1: Lohman Ford Rd & Boggy Ford Road/Shoreline Ranch Dr

04/02/2024

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	398	2	12	0	2	9	6	150	4	11	85	161
Future Volume (vph)	398	2	12	0	2	9	6	150	4	11	85	161
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	16	16	16	16	12	12	12	12	12	12	16	12
Total Lost time (s)		4.0			4.0	4.0		4.0			4.0	4.0
Lane Util. Factor		1.00			1.00	1.00		1.00			1.00	1.00
Frt		0.99			1.00	0.85		0.99			1.00	0.85
Flt Protected		0.95			1.00	1.00		0.99			0.99	1.00
Satd. Flow (prot)		2006			1863	1583		1853			2099	1583
Flt Permitted		0.73			1.00	1.00		0.99			0.96	1.00
Satd. Flow (perm)		1540			1863	1583		1841			2042	1583
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	433	2	13	0	2	10	7	163	4	12	92	175
RTOR Reduction (vph)	0	2	0	0	0	6	0	2	0	0	0	105
Lane Group Flow (vph)	0	446	0	0	2	4	0	172	0	0	104	70
Turn Type	Perm	NA			NA	Perm	Perm	NA		Perm	NA	Perm
Protected Phases		4			8			2			6	
Permitted Phases	4			8		8	2			6		6
Actuated Green, G (s)		16.0			16.0	16.0		16.0			16.0	16.0
Effective Green, g (s)		16.0			16.0	16.0		16.0			16.0	16.0
Actuated g/C Ratio		0.40			0.40	0.40		0.40			0.40	0.40
Clearance Time (s)		4.0			4.0	4.0		4.0			4.0	4.0
Lane Grp Cap (vph)		616			745	633		736			816	633
v/s Ratio Prot					0.00							
v/s Ratio Perm		c0.29				0.00		c0.09			0.05	0.04
v/c Ratio		0.72			0.00	0.00		0.23			0.12	0.11
Uniform Delay, d1		10.1			7.2	7.2		7.9			7.5	7.5
Progression Factor		1.00			1.00	1.00		1.00			1.00	1.00
Incremental Delay, d2		7.2			0.0	0.0		0.7			0.3	0.3
Delay (s)		17.3			7.2	7.2		8.6			7.9	7.8
Level of Service		B			A	A		A			A	A
Approach Delay (s/veh)		17.3			7.2			8.6			7.8	
Approach LOS		B			A			A			A	
Intersection Summary												
HCM 2000 Control Delay (s/veh)	12.7			HCM 2000 Level of Service			B					
HCM 2000 Volume to Capacity ratio	0.48											
Actuated Cycle Length (s)	40.0			Sum of lost time (s)			8.0					
Intersection Capacity Utilization	49.2%			ICU Level of Service			A					
Analysis Period (min)	15											
c Critical Lane Group												

HCM Signalized Intersection Capacity Analysis

1: Lohman Ford Rd & Boggy Ford Road/Shoreline Ranch Dr

04/02/2024

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔	↔		↔			↔	↔
Traffic Volume (vph)	261	12	23	5	4	17	23	144	3	13	171	415
Future Volume (vph)	261	12	23	5	4	17	23	144	3	13	171	415
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	16	16	16	16	12	12	12	12	12	12	16	12
Total Lost time (s)		4.0			4.0	4.0		4.0			4.0	4.0
Lane Util. Factor		1.00			1.00	1.00		1.00			1.00	1.00
Frt		0.98			1.00	0.85		0.99			1.00	0.85
Flt Protected		0.95			0.97	1.00		0.99			0.99	1.00
Satd. Flow (prot)		2001			1812	1583		1846			2104	1583
Flt Permitted		0.74			0.87	1.00		0.95			0.97	1.00
Satd. Flow (perm)		1556			1622	1583		1767			2065	1583
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	284	13	25	5	4	18	25	157	3	14	186	451
RTOR Reduction (vph)	0	8	0	0	0	11	0	1	0	0	0	271
Lane Group Flow (vph)	0	314	0	0	9	7	0	184	0	0	200	180
Turn Type	Perm	NA		Perm	NA	Perm	Perm	NA		Perm	NA	Perm
Protected Phases		4			8			2			6	
Permitted Phases	4			8		8	2			6		6
Actuated Green, G (s)		16.0			16.0	16.0		16.0			16.0	16.0
Effective Green, g (s)		16.0			16.0	16.0		16.0			16.0	16.0
Actuated g/C Ratio		0.40			0.40	0.40		0.40			0.40	0.40
Clearance Time (s)		4.0			4.0	4.0		4.0			4.0	4.0
Lane Grp Cap (vph)		622			648	633		706			826	633
v/s Ratio Prot												
v/s Ratio Perm		c0.20			0.01	0.00		0.10			0.10	c0.11
v/c Ratio		0.50			0.01	0.01		0.26			0.24	0.28
Uniform Delay, d1		9.0			7.2	7.2		8.0			7.9	8.1
Progression Factor		1.00			1.00	1.00		1.00			1.00	1.00
Incremental Delay, d2		2.9			0.0	0.0		0.8			0.6	1.1
Delay (s)		11.9			7.2	7.2		8.9			8.6	9.2
Level of Service		B			A	A		A			A	A
Approach Delay (s/veh)		11.9			7.2			8.9			9.0	
Approach LOS		B			A			A			A	
Intersection Summary												
HCM 2000 Control Delay (s/veh)		9.8			HCM 2000 Level of Service			A				
HCM 2000 Volume to Capacity ratio		0.39										
Actuated Cycle Length (s)		40.0			Sum of lost time (s)			8.0				
Intersection Capacity Utilization		51.9%			ICU Level of Service			A				
Analysis Period (min)		15										
c Critical Lane Group												

HCM Signalized Intersection Capacity Analysis

1: Lohman Ford Rd & Boggy Ford Road/Shoreline Ranch Dr

02/22/2024

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔	↔		↔			↔	↔
Traffic Volume (vph)	538	4	19	4	9	70	8	162	5	32	92	212
Future Volume (vph)	538	4	19	4	9	70	8	162	5	32	92	212
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	16	16	16	16	12	12	12	12	12	12	16	12
Total Lost time (s)		4.0			4.0	4.0		4.0			4.0	4.0
Lane Util. Factor		1.00			1.00	1.00		1.00			1.00	1.00
Frt		1.00			1.00	0.85		1.00			1.00	0.85
Flt Protected		0.95			0.99	1.00		1.00			0.99	1.00
Satd. Flow (prot)		2005			1837	1583		1852			2084	1583
Flt Permitted		0.72			0.89	1.00		0.99			0.91	1.00
Satd. Flow (perm)		1523			1653	1583		1834			1912	1583
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	585	4	21	4	10	76	9	176	5	35	100	230
RTOR Reduction (vph)	0	3	0	0	0	46	0	2	0	0	0	138
Lane Group Flow (vph)	0	607	0	0	14	30	0	188	0	0	135	92
Turn Type	Perm	NA		Perm	NA	Perm	Perm	NA		Perm	NA	Perm
Protected Phases		4			8			2			6	
Permitted Phases	4			8		8	2			6		6
Actuated Green, G (s)		16.0			16.0	16.0		16.0			16.0	16.0
Effective Green, g (s)		16.0			16.0	16.0		16.0			16.0	16.0
Actuated g/C Ratio		0.40			0.40	0.40		0.40			0.40	0.40
Clearance Time (s)		4.0			4.0	4.0		4.0			4.0	4.0
Lane Grp Cap (vph)		609			661	633		733			764	633
v/s Ratio Prot												
v/s Ratio Perm		c0.40			0.01	0.02		c0.10			0.07	0.06
v/c Ratio		1.00			0.02	0.05		0.26			0.18	0.15
Uniform Delay, d1		12.0			7.3	7.3		8.0			7.7	7.6
Progression Factor		1.00			1.00	1.00		1.00			1.00	1.00
Incremental Delay, d2		35.7			0.1	0.1		0.8			0.5	0.5
Delay (s)		47.7			7.3	7.5		8.9			8.3	8.1
Level of Service		D			A	A		A			A	A
Approach Delay (s)		47.7			7.5			8.9			8.2	
Approach LOS		D			A			A			A	
Intersection Summary												
HCM 2000 Control Delay			27.4				HCM 2000 Level of Service				C	
HCM 2000 Volume to Capacity ratio			0.63									
Actuated Cycle Length (s)			40.0				Sum of lost time (s)			8.0		
Intersection Capacity Utilization			62.8%				ICU Level of Service			B		
Analysis Period (min)			15									
c Critical Lane Group												

HCM Signalized Intersection Capacity Analysis

1: Lohman Ford Rd & Boggy Ford Road/Shoreline Ranch Dr

02/22/2024

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	352	21	29	7	9	57	32	156	7	80	185	574
Future Volume (vph)	352	21	29	7	9	57	32	156	7	80	185	574
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	16	16	16	16	12	12	12	12	12	12	16	12
Total Lost time (s)		4.0			4.0	4.0		4.0			4.0	4.0
Lane Util. Factor		1.00			1.00	1.00		1.00			1.00	1.00
Frt		0.99			1.00	0.85		0.99			1.00	0.85
Flt Protected		0.96			0.98	1.00		0.99			0.99	1.00
Satd. Flow (prot)		2003			1822	1583		1838			2080	1583
Flt Permitted		0.74			0.86	1.00		0.92			0.85	1.00
Satd. Flow (perm)		1547			1596	1583		1709			1802	1583
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	383	23	32	8	10	62	35	170	8	87	201	624
RTOR Reduction (vph)	0	7	0	0	0	37	0	4	0	0	0	374
Lane Group Flow (vph)	0	431	0	0	18	25	0	209	0	0	288	250
Turn Type	Perm	NA		Perm	NA	Perm	Perm	NA		Perm	NA	Perm
Protected Phases		4			8			2			6	
Permitted Phases	4			8		8	2			6		6
Actuated Green, G (s)		16.0			16.0	16.0		16.0			16.0	16.0
Effective Green, g (s)		16.0			16.0	16.0		16.0			16.0	16.0
Actuated g/C Ratio		0.40			0.40	0.40		0.40			0.40	0.40
Clearance Time (s)		4.0			4.0	4.0		4.0			4.0	4.0
Lane Grp Cap (vph)		618			638	633		683			720	633
v/s Ratio Prot												
v/s Ratio Perm		c0.28			0.01	0.02		0.12			c0.16	0.16
v/c Ratio		0.70			0.03	0.04		0.31			0.40	0.39
Uniform Delay, d1		10.0			7.3	7.3		8.2			8.6	8.5
Progression Factor		1.00			1.00	1.00		1.00			1.00	1.00
Incremental Delay, d2		6.4			0.1	0.1		1.2			1.7	1.8
Delay (s)		16.4			7.4	7.4		9.4			10.2	10.4
Level of Service		B			A	A		A			B	B
Approach Delay (s)		16.4			7.4			9.4			10.3	
Approach LOS		B			A			A			B	
Intersection Summary												
HCM 2000 Control Delay			11.7				HCM 2000 Level of Service			B		
HCM 2000 Volume to Capacity ratio			0.55									
Actuated Cycle Length (s)			40.0				Sum of lost time (s)			8.0		
Intersection Capacity Utilization			63.6%				ICU Level of Service			B		
Analysis Period (min)			15									
c Critical Lane Group												

HCM Signalized Intersection Capacity Analysis

1: Lohman Ford Rd & Boggy Ford Road/Shoreline Ranch Dr

02/22/2024

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	603	27	22	12	27	143	10	166	15	95	94	236
Future Volume (vph)	603	27	22	12	27	143	10	166	15	95	94	236
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	16	16	16	16	12	12	12	12	12	12	16	12
Total Lost time (s)	4.0	4.0			4.0	4.0		4.0			4.0	4.0
Lane Util. Factor	0.95	0.95			1.00	1.00		1.00			1.00	1.00
Frt	1.00	0.99			1.00	0.85		0.99			1.00	0.85
Flt Protected	0.95	0.96			0.98	1.00		1.00			0.98	1.00
Satd. Flow (prot)	1905	1904			1834	1583		1838			2059	1583
Flt Permitted	0.73	0.73			0.88	1.00		0.98			0.78	1.00
Satd. Flow (perm)	1463	1446			1639	1583		1813			1640	1583
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	655	29	24	13	29	155	11	180	16	103	102	257
RTOR Reduction (vph)	0	5	0	0	0	97	0	5	0	0	0	150
Lane Group Flow (vph)	354	349	0	0	42	58	0	202	0	0	205	107
Turn Type	Perm	NA		pm+pt	NA	Perm	Perm	NA		Perm	NA	Perm
Protected Phases		4		3	8			2			6	
Permitted Phases	4			8		8	2			6		6
Actuated Green, G (s)	14.4	14.4			14.4	14.4		16.1			16.1	16.1
Effective Green, g (s)	14.4	14.4			14.4	14.4		16.1			16.1	16.1
Actuated g/C Ratio	0.37	0.37			0.37	0.37		0.42			0.42	0.42
Clearance Time (s)	4.0	4.0			4.0	4.0		4.0			4.0	4.0
Vehicle Extension (s)	3.0	3.0			3.0	3.0		3.0			3.0	3.0
Lane Grp Cap (vph)	547	540			613	592		758			685	661
v/s Ratio Prot												
v/s Ratio Perm	c0.24	0.24			0.03	0.04		0.11			c0.12	0.07
v/c Ratio	0.65	0.65			0.07	0.10		0.27			0.30	0.16
Uniform Delay, d1	10.0	9.9			7.7	7.8		7.3			7.4	7.0
Progression Factor	1.00	1.00			1.00	1.00		1.00			1.00	1.00
Incremental Delay, d2	2.6	2.7			0.0	0.1		0.9			1.1	0.5
Delay (s)	12.6	12.6			7.8	7.9		8.2			8.6	7.5
Level of Service	B	B			A	A		A			A	A
Approach Delay (s)		12.6			7.9			8.2			8.0	
Approach LOS		B			A			A			A	
Intersection Summary												
HCM 2000 Control Delay			10.1				HCM 2000 Level of Service			B		
HCM 2000 Volume to Capacity ratio			0.53									
Actuated Cycle Length (s)			38.5				Sum of lost time (s)			12.0		
Intersection Capacity Utilization			55.2%				ICU Level of Service			B		
Analysis Period (min)			15									
c Critical Lane Group												

HCM Signalized Intersection Capacity Analysis

1: Lohman Ford Rd & Boggy Ford Road/Shoreline Ranch Dr

02/22/2024

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	395	84	31	41	73	172	36	159	37	218	189	650
Future Volume (vph)	395	84	31	41	73	172	36	159	37	218	189	650
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	16	16	16	16	12	12	12	12	12	12	16	12
Total Lost time (s)	4.0	4.0			4.0	4.0		4.0			4.0	4.0
Lane Util. Factor	0.95	0.95			1.00	1.00		1.00			1.00	1.00
Frt	1.00	0.98			1.00	0.85		0.98			1.00	0.85
Flt Protected	0.95	0.97			0.98	1.00		0.99			0.97	1.00
Satd. Flow (prot)	1905	1916			1830	1583		1809			2056	1583
Flt Permitted	0.95	0.97			0.98	1.00		0.90			0.70	1.00
Satd. Flow (perm)	1905	1916			1830	1583		1641			1473	1583
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	429	91	34	45	79	187	39	173	40	237	205	707
RTOR Reduction (vph)	0	6	0	0	0	163	0	7	0	0	0	310
Lane Group Flow (vph)	279	269	0	0	124	24	0	245	0	0	442	397
Turn Type	Split	NA		Split	NA	Perm	Perm	NA		Perm	NA	Perm
Protected Phases	4	4		8	8			2			6	
Permitted Phases						8	2			6		6
Actuated Green, G (s)	16.0	16.0			11.4	11.4		50.6			50.6	50.6
Effective Green, g (s)	16.0	16.0			11.4	11.4		50.6			50.6	50.6
Actuated g/C Ratio	0.18	0.18			0.13	0.13		0.56			0.56	0.56
Clearance Time (s)	4.0	4.0			4.0	4.0		4.0			4.0	4.0
Vehicle Extension (s)	3.0	3.0			3.0	3.0		3.0			3.0	3.0
Lane Grp Cap (vph)	338	340			231	200		922			828	889
v/s Ratio Prot	c0.15	0.14			c0.07							
v/s Ratio Perm						0.01		0.15			c0.30	0.25
v/c Ratio	0.83	0.79			0.54	0.12		0.27			0.53	0.45
Uniform Delay, d1	35.7	35.4			36.8	34.8		10.1			12.3	11.5
Progression Factor	1.00	1.00			1.00	1.00		1.00			1.00	1.00
Incremental Delay, d2	15.0	11.9			2.4	0.3		0.7			2.5	1.6
Delay (s)	50.7	47.3			39.2	35.1		10.8			14.8	13.1
Level of Service	D	D			D	D		B			B	B
Approach Delay (s)		49.0			36.7			10.8			13.8	
Approach LOS		D			D			B			B	
Intersection Summary												
HCM 2000 Control Delay			25.2				HCM 2000 Level of Service			C		
HCM 2000 Volume to Capacity ratio			0.59									
Actuated Cycle Length (s)			90.0				Sum of lost time (s)			12.0		
Intersection Capacity Utilization			69.0%				ICU Level of Service			C		
Analysis Period (min)			15									
c Critical Lane Group												

HCM Signalized Intersection Capacity Analysis

1: Lohman Ford Rd & Boggy Ford Road/Shoreline Ranch Dr

04/02/2024

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	538	4	23	4	9	70	23	285	5	32	124	212
Future Volume (vph)	538	4	23	4	9	70	23	285	5	32	124	212
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	16	16	16	16	12	12	12	12	12	12	16	12
Total Lost time (s)		4.0			4.0	4.0		4.0			4.0	4.0
Lane Util. Factor		1.00			1.00	1.00		1.00			1.00	1.00
Frt		0.99			1.00	0.85		0.99			1.00	0.85
Flt Protected		0.95			0.98	1.00		0.99			0.98	1.00
Satd. Flow (prot)		2004			1837	1583		1852			2090	1583
Flt Permitted		0.72			0.88	1.00		0.97			0.89	1.00
Satd. Flow (perm)		1524			1652	1583		1811			1892	1583
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	585	4	25	4	10	76	25	310	5	35	135	230
RTOR Reduction (vph)	0	4	0	0	0	46	0	1	0	0	0	138
Lane Group Flow (vph)	0	610	0	0	14	30	0	339	0	0	170	92
Turn Type	Perm	NA		Perm	NA	Perm	Perm	NA		Perm	NA	Perm
Protected Phases		4			8			2			6	
Permitted Phases	4			8		8	2			6		6
Actuated Green, G (s)		16.0			16.0	16.0		16.0			16.0	16.0
Effective Green, g (s)		16.0			16.0	16.0		16.0			16.0	16.0
Actuated g/C Ratio		0.40			0.40	0.40		0.40			0.40	0.40
Clearance Time (s)		4.0			4.0	4.0		4.0			4.0	4.0
Lane Grp Cap (vph)		609			660	633		724			756	633
v/s Ratio Prot												
v/s Ratio Perm		c0.40			0.01	0.02		c0.19			0.09	0.06
v/c Ratio		1.00			0.02	0.04		0.46			0.22	0.14
Uniform Delay, d1		12.0			7.2	7.3		8.8			7.9	7.6
Progression Factor		1.00			1.00	1.00		1.00			1.00	1.00
Incremental Delay, d2		37.0			0.0	0.1		2.1			0.6	0.4
Delay (s)		49.0			7.3	7.4		11.0			8.6	8.1
Level of Service		D			A	A		B			A	A
Approach Delay (s/veh)		49.0			7.4			11.0			8.3	
Approach LOS		D			A			B			A	
Intersection Summary												
HCM 2000 Control Delay (s/veh)		26.2										
HCM 2000 Volume to Capacity ratio		0.73										
Actuated Cycle Length (s)		40.0										
Intersection Capacity Utilization		73.0%										
Analysis Period (min)		15										
c Critical Lane Group												

HCM 7th TWSC

2: Lohman Ford Rd & Retail Driveway #1

04/02/2024

Intersection						
Int Delay, s/veh	0					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	0	0	314	151	0
Future Vol, veh/h	0	0	0	314	151	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	0	0	341	164	0

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	505	164	164	0	-	0
Stage 1	164	-	-	-	-	-
Stage 2	341	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	527	880	1414	-	-	-
Stage 1	865	-	-	-	-	-
Stage 2	720	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	527	880	1414	-	-	-
Mov Cap-2 Maneuver	527	-	-	-	-	-
Stage 1	865	-	-	-	-	-
Stage 2	720	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	0	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1414	-	-	-	-
HCM Lane V/C Ratio	-	-	-	-	-
HCM Control Delay (s/veh)	0	-	0	-	-
HCM Lane LOS	A	-	A	-	-
HCM 95th %tile Q(veh)	0	-	-	-	-

Intersection

Int Delay, s/veh 0

Movement EBL EBR NBL NBT SBT SBRLane Configurations 

Traffic Vol, veh/h 0 0 0 314 151 0

Future Vol, veh/h 0 0 0 314 151 0

Conflicting Peds, #/hr 0 0 0 0 0 0

Sign Control Stop Stop Free Free Free Free

RT Channelized - None - None - None

Storage Length 0 - - - - -

Veh in Median Storage, # 0 - - 0 0 -

Grade, % 0 - - 0 0 -

Peak Hour Factor 92 92 92 92 92 92

Heavy Vehicles, % 2 2 2 2 2 2

Mvmt Flow 0 0 0 341 164 0

Major/Minor Minor2 Major1 Major2

Conflicting Flow All 505 164 164 0 - 0

Stage 1 164 - - - - -

Stage 2 341 - - - - -

Critical Hdwy 6.42 6.22 4.12 - - -

Critical Hdwy Stg 1 5.42 - - - - -

Critical Hdwy Stg 2 5.42 - - - - -

Follow-up Hdwy 3.518 3.318 2.218 - - -

Pot Cap-1 Maneuver 527 880 1414 - - -

Stage 1 865 - - - - -

Stage 2 720 - - - - -

Platoon blocked, % - - -

Mov Cap-1 Maneuver 527 880 1414 - - -

Mov Cap-2 Maneuver 527 - - - - -

Stage 1 865 - - - - -

Stage 2 720 - - - - -

Approach EB NB SB

HCM Control Delay, s/v 0 0 0

HCM LOS A

Minor Lane/Major Mvmt NBL NBT EBLn1 SBT SBR

Capacity (veh/h) 1414 - - - -

HCM Lane V/C Ratio - - - - -

HCM Control Delay (s/veh) 0 - 0 - -

HCM Lane LOS A - A - -

HCM 95th %tile Q(veh) 0 - - - -

Intersection

Int Delay, s/veh 0

Movement EBL EBR NBL NBT SBT SBRLane Configurations 

Traffic Vol, veh/h 0 0 0 314 151 0

Future Vol, veh/h 0 0 0 314 151 0

Conflicting Peds, #/hr 0 0 0 0 0 0

Sign Control Stop Stop Free Free Free Free

RT Channelized - None - None - None

Storage Length 0 - - - - -

Veh in Median Storage, # 0 - - 0 0 -

Grade, % 0 - - 0 0 -

Peak Hour Factor 92 92 92 92 92 92

Heavy Vehicles, % 2 2 2 2 2 2

Mvmt Flow 0 0 0 341 164 0

Major/Minor Minor2 Major1 Major2

Conflicting Flow All 505 164 164 0 - 0

Stage 1 164 - - - - -

Stage 2 341 - - - - -

Critical Hdwy 6.42 6.22 4.12 - - -

Critical Hdwy Stg 1 5.42 - - - - -

Critical Hdwy Stg 2 5.42 - - - - -

Follow-up Hdwy 3.518 3.318 2.218 - - -

Pot Cap-1 Maneuver 527 880 1414 - - -

Stage 1 865 - - - - -

Stage 2 720 - - - - -

Platoon blocked, % - - -

Mov Cap-1 Maneuver 527 880 1414 - - -

Mov Cap-2 Maneuver 527 - - - - -

Stage 1 865 - - - - -

Stage 2 720 - - - - -

Approach EB NB SB

HCM Control Delay, s/v 0 0 0

HCM LOS A

Minor Lane/Major Mvmt NBL NBT EBLn1 SBT SBR

Capacity (veh/h) 1414 - - - -

HCM Lane V/C Ratio - - - - -

HCM Control Delay (s/veh) 0 - 0 - -

HCM Lane LOS A - A - -

HCM 95th %tile Q(veh) 0 - - - -

Intersection

Int Delay, s/veh 3.2

Movement EBL EBR NBL NBT SBT SBRLane Configurations 

Traffic Vol, veh/h 119 4 1 195 120 31

Future Vol, veh/h 119 4 1 195 120 31

Conflicting Peds, #/hr 0 0 0 0 0 0

Sign Control Stop Stop Free Free Free Free

RT Channelized - None - None - None

Storage Length 0 - - - - -

Veh in Median Storage, # 0 - - 0 0 -

Grade, % 0 - - 0 0 -

Peak Hour Factor 92 92 92 92 92 92

Heavy Vehicles, % 2 2 2 2 2 2

Mvmt Flow 129 4 1 212 130 34

Major/Minor Minor2 Major1 Major2

Conflicting Flow All 361 147 164 0 - 0

Stage 1 147 - - - - -

Stage 2 214 - - - - -

Critical Hdwy 6.42 6.22 4.12 - - -

Critical Hdwy Stg 1 5.42 - - - - -

Critical Hdwy Stg 2 5.42 - - - - -

Follow-up Hdwy 3.518 3.318 2.218 - - -

Pot Cap-1 Maneuver 638 900 1414 - - -

Stage 1 880 - - - - -

Stage 2 822 - - - - -

Platoon blocked, % - - -

Mov Cap-1 Maneuver 637 900 1414 - - -

Mov Cap-2 Maneuver 637 - - - - -

Stage 1 879 - - - - -

Stage 2 822 - - - - -

Approach EB NB SB

HCM Control Delay, s/v12.06 0.04 0

HCM LOS B

Minor Lane/Major Mvmt NBL NBT EBLn1 SBT SBR

Capacity (veh/h) 9 - 643 - -

HCM Lane V/C Ratio 0.001 - 0.208 - -

HCM Control Delay (s/veh) 7.5 0 12.1 - -

HCM Lane LOS A A B - -

HCM 95th %tile Q(veh) 0 - 0.8 - -

Intersection

Int Delay, s/veh 0.9

Movement EBL EBR NBL NBT SBT SBRLane Configurations 

Traffic Vol, veh/h 19 3 1 177 119 5

Future Vol, veh/h 19 3 1 177 119 5

Conflicting Peds, #/hr 0 0 0 0 0 112

Sign Control Stop Stop Free Free Free Free

RT Channelized - None - None - None

Storage Length 0 - - - - -

Veh in Median Storage, # 0 - - 0 0 -

Grade, % 0 - - 0 0 -

Peak Hour Factor 92 92 92 92 92 92

Heavy Vehicles, % 2 2 2 2 2 2

Mvmt Flow 21 3 1 192 129 5

Major/Minor Minor2 Major1 Major2

Conflicting Flow All 439 244 247 0 - 0

Stage 1 244 - - - - -

Stage 2 195 - - - - -

Critical Hdwy 6.42 6.22 4.12 - - -

Critical Hdwy Stg 1 5.42 - - - - -

Critical Hdwy Stg 2 5.42 - - - - -

Follow-up Hdwy 3.518 3.318 2.218 - - -

Pot Cap-1 Maneuver 576 795 1319 - - -

Stage 1 796 - - - - -

Stage 2 838 - - - - -

Platoon blocked, % - - -

Mov Cap-1 Maneuver 473 721 1196 - - -

Mov Cap-2 Maneuver 473 - - - - -

Stage 1 721 - - - - -

Stage 2 760 - - - - -

Approach EB NB SB

HCM Control Delay, s/v12.63 0.05 0

HCM LOS B

Minor Lane/Major Mvmt NBL NBT EBLn1 SBT SBR

Capacity (veh/h) 10 - 496 - -

HCM Lane V/C Ratio 0.001 - 0.048 - -

HCM Control Delay (s/veh) 8 0 12.6 - -

HCM Lane LOS A A B - -

HCM 95th %tile Q(veh) 0 - 0.2 - -

HCM Signalized Intersection Capacity Analysis

1: Lohman Ford Rd & Boggy Ford Road/Shoreline Ranch Dr

04/02/2024

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	352	21	44	7	9	57	40	224	7	80	312	574
Future Volume (vph)	352	21	44	7	9	57	40	224	7	80	312	574
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	16	16	16	16	12	12	12	12	12	12	16	12
Total Lost time (s)		4.0			4.0	4.0		4.0			4.0	4.0
Lane Util. Factor		1.00			1.00	1.00		1.00			1.00	1.00
Frt		0.98			1.00	0.85		0.99			1.00	0.85
Flt Protected		0.95			0.97	1.00		0.99			0.98	1.00
Satd. Flow (prot)		1997			1822	1583		1842			2090	1583
Flt Permitted		0.74			0.85	1.00		0.90			0.88	1.00
Satd. Flow (perm)		1554			1590	1583		1679			1860	1583
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	383	23	48	8	10	62	43	243	8	87	339	624
RTOR Reduction (vph)	0	11	0	0	0	37	0	2	0	0	0	374
Lane Group Flow (vph)	0	443	0	0	18	25	0	292	0	0	426	250
Turn Type	Perm	NA		Perm	NA	Perm	Perm	NA		Perm	NA	Perm
Protected Phases		4			8			2			6	
Permitted Phases	4			8		8	2			6		6
Actuated Green, G (s)		16.0			16.0	16.0		16.0			16.0	16.0
Effective Green, g (s)		16.0			16.0	16.0		16.0			16.0	16.0
Actuated g/C Ratio		0.40			0.40	0.40		0.40			0.40	0.40
Clearance Time (s)		4.0			4.0	4.0		4.0			4.0	4.0
Lane Grp Cap (vph)		621			636	633		671			744	633
v/s Ratio Prot												
v/s Ratio Perm		c0.29			0.01	0.02		0.17			c0.23	0.16
v/c Ratio		0.71			0.02	0.03		0.43			0.57	0.39
Uniform Delay, d1		10.0			7.2	7.3		8.7			9.3	8.5
Progression Factor		1.00			1.00	1.00		1.00			1.00	1.00
Incremental Delay, d2		6.8			0.0	0.1		2.0			3.1	1.8
Delay (s)		16.9			7.3	7.4		10.7			12.5	10.3
Level of Service		B			A	A		B			B	B
Approach Delay (s/veh)		16.9			7.4			10.7			11.2	
Approach LOS		B			A			B			B	
Intersection Summary												
HCM 2000 Control Delay (s/veh)		12.4										
HCM 2000 Volume to Capacity ratio		0.64										
Actuated Cycle Length (s)		40.0										
Intersection Capacity Utilization		75.2%										
Analysis Period (min)		15										
c Critical Lane Group												

HCM 7th TWSC

2: Lohman Ford Rd & Retail Driveway #1

04/02/2024

Intersection						
Int Delay, s/veh	0					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	0	0	271	363	0
Future Vol, veh/h	0	0	0	271	363	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	0	0	295	395	0

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	689	395	395	0	-	0
Stage 1	395	-	-	-	-	-
Stage 2	295	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	411	655	1164	-	-	-
Stage 1	681	-	-	-	-	-
Stage 2	756	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	411	655	1164	-	-	-
Mov Cap-2 Maneuver	411	-	-	-	-	-
Stage 1	681	-	-	-	-	-
Stage 2	756	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	0	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1164	-	-	-	-
HCM Lane V/C Ratio	-	-	-	-	-
HCM Control Delay (s/veh)	0	-	0	-	-
HCM Lane LOS	A	-	A	-	-
HCM 95th %tile Q(veh)	0	-	-	-	-

Intersection

Int Delay, s/veh 0

Movement	EBL	EBR	NBL	NBT	SBT	SBR
----------	-----	-----	-----	-----	-----	-----

Lane Configurations 

Traffic Vol, veh/h 0 0 0 271 363 0

Future Vol, veh/h 0 0 0 271 363 0

Conflicting Peds, #/hr 0 0 0 0 0 0

Sign Control Stop Stop Free Free Free Free

RT Channelized - None - None - None

Storage Length 0 - - - - -

Veh in Median Storage, # 0 - - 0 0 -

Grade, % 0 - - 0 0 -

Peak Hour Factor 92 92 92 92 92 92

Heavy Vehicles, % 2 2 2 2 2 2

Mvmt Flow 0 0 0 295 395 0

Major/Minor	Minor2	Major1	Major2
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Conflicting Flow All 689 395 395 0 - 0

Stage 1 395 - - - - -

Stage 2 295 - - - - -

Critical Hdwy 6.42 6.22 4.12 - - -

Critical Hdwy Stg 1 5.42 - - - - -

Critical Hdwy Stg 2 5.42 - - - - -

Follow-up Hdwy 3.518 3.318 2.218 - - -

Pot Cap-1 Maneuver 411 655 1164 - - -

Stage 1 681 - - - - -

Stage 2 756 - - - - -

Platoon blocked, % - - -

Mov Cap-1 Maneuver 411 655 1164 - - -

Mov Cap-2 Maneuver 411 - - - - -

Stage 1 681 - - - - -

Stage 2 756 - - - - -

Approach	EB	NB	SB
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HCM Control Delay, s/v 0 0 0

HCM LOS A

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
-----------------------	-----	-----	-------	-----	-----

Capacity (veh/h) 1164 - - - -

HCM Lane V/C Ratio - - - - -

HCM Control Delay (s/veh) 0 - 0 - -

HCM Lane LOS A - A - -

HCM 95th %tile Q(veh) 0 - - - -

Intersection

Int Delay, s/veh 0

Movement EBL EBR NBL NBT SBT SBRLane Configurations 

Traffic Vol, veh/h 0 0 0 271 363 0

Future Vol, veh/h 0 0 0 271 363 0

Conflicting Peds, #/hr 0 0 0 0 0 0

Sign Control Stop Stop Free Free Free Free

RT Channelized - None - None - None

Storage Length 0 - - - - -

Veh in Median Storage, # 0 - - 0 0 -

Grade, % 0 - - 0 0 -

Peak Hour Factor 92 92 92 92 92 92

Heavy Vehicles, % 2 2 2 2 2 2

Mvmt Flow 0 0 0 295 395 0

Major/Minor Minor2 Major1 Major2

Conflicting Flow All 689 395 395 0 - 0

Stage 1 395 - - - - -

Stage 2 295 - - - - -

Critical Hdwy 6.42 6.22 4.12 - - -

Critical Hdwy Stg 1 5.42 - - - - -

Critical Hdwy Stg 2 5.42 - - - - -

Follow-up Hdwy 3.518 3.318 2.218 - - -

Pot Cap-1 Maneuver 411 655 1164 - - -

Stage 1 681 - - - - -

Stage 2 756 - - - - -

Platoon blocked, % - - -

Mov Cap-1 Maneuver 411 655 1164 - - -

Mov Cap-2 Maneuver 411 - - - - -

Stage 1 681 - - - - -

Stage 2 756 - - - - -

Approach EB NB SB

HCM Control Delay, s/v 0 0 0

HCM LOS A

Minor Lane/Major Mvmt NBL NBT EBLn1 SBT SBR

Capacity (veh/h) 1164 - - - -

HCM Lane V/C Ratio - - - - -

HCM Control Delay (s/veh) 0 - 0 - -

HCM Lane LOS A - A - -

HCM 95th %tile Q(veh) 0 - - - -

Intersection

Int Delay, s/veh 1.5

Movement EBL EBR NBL NBT SBT SBRLane Configurations 

Traffic Vol, veh/h 66 2 4 205 240 123

Future Vol, veh/h 66 2 4 205 240 123

Conflicting Peds, #/hr 0 0 0 0 0 0

Sign Control Stop Stop Free Free Free Free

RT Channelized - None - None - None

Storage Length 0 - - - - -

Veh in Median Storage, # 0 - - 0 0 -

Grade, % 0 - - 0 0 -

Peak Hour Factor 92 92 92 92 92 92

Heavy Vehicles, % 2 2 2 2 2 2

Mvmt Flow 72 2 4 223 261 134

Major/Minor Minor2 Major1 Major2

Conflicting Flow All 559 328 395 0 - 0

Stage 1 328 - - - - -

Stage 2 232 - - - - -

Critical Hdwy 6.42 6.22 4.12 - - -

Critical Hdwy Stg 1 5.42 - - - - -

Critical Hdwy Stg 2 5.42 - - - - -

Follow-up Hdwy 3.518 3.318 2.218 - - -

Pot Cap-1 Maneuver 490 714 1164 - - -

Stage 1 730 - - - - -

Stage 2 807 - - - - -

Platoon blocked, % - - -

Mov Cap-1 Maneuver 488 714 1164 - - -

Mov Cap-2 Maneuver 488 - - - - -

Stage 1 727 - - - - -

Stage 2 807 - - - - -

Approach EB NB SB

HCM Control Delay, s/v 13.6 0.16 0

HCM LOS B

Minor Lane/Major Mvmt NBL NBT EBLn1 SBT SBR

Capacity (veh/h) 34 - 492 - -

HCM Lane V/C Ratio 0.004 - 0.15 - -

HCM Control Delay (s/veh) 8.1 0 13.6 - -

HCM Lane LOS A A B - -

HCM 95th %tile Q(veh) 0 - 0.5 - -

Intersection

Int Delay, s/veh 0.4

Movement EBL EBR NBL NBT SBT SBRLane Configurations 

Traffic Vol, veh/h 10 2 3 199 223 19

Future Vol, veh/h 10 2 3 199 223 19

Conflicting Peds, #/hr 0 0 0 0 0 112

Sign Control Stop Stop Free Free Free Free

RT Channelized - None - None - None

Storage Length 0 - - - - -

Veh in Median Storage, # 0 - - 0 0 -

Grade, % 0 - - 0 0 -

Peak Hour Factor 92 92 92 92 92 92

Heavy Vehicles, % 2 2 2 2 2 2

Mvmt Flow 11 2 3 216 242 21

Major/Minor Minor2 Major1 Major2

Conflicting Flow All 588 365 375 0 - 0

Stage 1 365 - - - - -

Stage 2 223 - - - - -

Critical Hdwy 6.42 6.22 4.12 - - -

Critical Hdwy Stg 1 5.42 - - - - -

Critical Hdwy Stg 2 5.42 - - - - -

Follow-up Hdwy 3.518 3.318 2.218 - - -

Pot Cap-1 Maneuver 472 680 1183 - - -

Stage 1 702 - - - - -

Stage 2 814 - - - - -

Platoon blocked, % - - -

Mov Cap-1 Maneuver 386 617 1073 - - -

Mov Cap-2 Maneuver 386 - - - - -

Stage 1 635 - - - - -

Stage 2 738 - - - - -

Approach EB NB SB

HCM Control Delay, s/v14.02 0.12 0

HCM LOS B

Minor Lane/Major Mvmt NBL NBT EBLn1 SBT SBR

Capacity (veh/h) 27 - 412 - -

HCM Lane V/C Ratio 0.003 - 0.032 - -

HCM Control Delay (s/veh) 8.4 0 14 - -

HCM Lane LOS A A B - -

HCM 95th %tile Q(veh) 0 - 0.1 - -

HCM Signalized Intersection Capacity Analysis

1: Lohman Ford Rd & Boggy Ford Road/Shoreline Ranch Dr

04/02/2024

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	603	27	42	14	27	143	34	294	16	95	135	236
Future Volume (vph)	603	27	42	14	27	143	34	294	16	95	135	236
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	16	16	16	16	12	12	12	12	12	12	16	12
Total Lost time (s)	4.0	4.0			4.0	4.0		4.0			4.0	4.0
Lane Util. Factor	0.95	0.95			1.00	1.00		1.00			1.00	1.00
Frt	1.00	0.98			1.00	0.85		0.99			1.00	0.85
Flt Protected	0.95	0.96			0.98	1.00		0.99			0.97	1.00
Satd. Flow (prot)	1905	1892			1832	1583		1842			2069	1583
Flt Permitted	0.72	0.74			0.86	1.00		0.95			0.78	1.00
Satd. Flow (perm)	1461	1457			1614	1583		1767			1657	1583
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	655	29	46	15	29	155	37	320	17	103	147	257
RTOR Reduction (vph)	0	10	0	0	0	96	0	3	0	0	0	151
Lane Group Flow (vph)	367	353	0	0	44	59	0	371	0	0	250	106
Turn Type	Perm	NA		pm+pt	NA	Perm	Perm	NA		Perm	NA	Perm
Protected Phases		4		3	8			2			6	
Permitted Phases	4			8		8	2			6		6
Actuated Green, G (s)	14.9	14.9			14.9	14.9		16.1			16.1	16.1
Effective Green, g (s)	14.9	14.9			14.9	14.9		16.1			16.1	16.1
Actuated g/C Ratio	0.38	0.38			0.38	0.38		0.41			0.41	0.41
Clearance Time (s)	4.0	4.0			4.0	4.0		4.0			4.0	4.0
Vehicle Extension (s)	3.0	3.0			3.0	3.0		3.0			3.0	3.0
Lane Grp Cap (vph)	558	556			616	604		729			684	653
v/s Ratio Prot												
v/s Ratio Perm	c0.25	0.24			0.03	0.04		c0.21			0.15	0.07
v/c Ratio	0.65	0.63			0.07	0.09		0.50			0.36	0.16
Uniform Delay, d1	9.9	9.8			7.6	7.7		8.5			7.9	7.2
Progression Factor	1.00	1.00			1.00	1.00		1.00			1.00	1.00
Incremental Delay, d2	2.8	2.3			0.0	0.0		2.5			1.5	0.5
Delay (s)	12.7	12.2			7.7	7.8		11.0			9.4	7.7
Level of Service	B	B			A	A		B			A	A
Approach Delay (s/veh)		12.4			7.7			11.0			8.5	
Approach LOS		B			A			B			A	
Intersection Summary												
HCM 2000 Control Delay (s/veh)			10.6									
HCM 2000 Volume to Capacity ratio			0.67									
Actuated Cycle Length (s)			39.0									
Intersection Capacity Utilization			66.0%									
Analysis Period (min)			15									
c Critical Lane Group												

Intersection

Int Delay, s/veh 0.2

Movement EBL EBR NBL NBT SBT SBRLane Configurations 

Traffic Vol, veh/h 8 0 0 336 176 14

Future Vol, veh/h 8 0 0 336 176 14

Conflicting Peds, #/hr 0 0 0 0 0 0

Sign Control Stop Stop Free Free Free Free

RT Channelized - None - None - None

Storage Length 0 - - - - -

Veh in Median Storage, # 0 - - 0 0 -

Grade, % 0 - - 0 0 -

Peak Hour Factor 92 92 92 92 92 92

Heavy Vehicles, % 2 2 2 2 2 2

Mvmt Flow 9 0 0 365 191 15

Major/Minor Minor2 Major1 Major2

Conflicting Flow All 564 103 207 0 - 0

Stage 1 199 - - - - -

Stage 2 365 - - - - -

Critical Hdwy 6.63 6.93 4.13 - - -

Critical Hdwy Stg 1 5.83 - - - - -

Critical Hdwy Stg 2 5.43 - - - - -

Follow-up Hdwy 3.519 3.319 2.219 - - -

Pot Cap-1 Maneuver 471 932 1363 - - -

Stage 1 816 - - - - -

Stage 2 701 - - - - -

Platoon blocked, % - - -

Mov Cap-1 Maneuver 471 932 1363 - - -

Mov Cap-2 Maneuver 471 - - - - -

Stage 1 816 - - - - -

Stage 2 701 - - - - -

Approach EB NB SB

HCM Control Delay, s/v12.79 0 0

HCM LOS B

Minor Lane/Major Mvmt NBL NBT EBLn1 SBT SBR

Capacity (veh/h) 1363 - 471 - -

HCM Lane V/C Ratio - - 0.018 - -

HCM Control Delay (s/veh) 0 - 12.8 - -

HCM Lane LOS A - B - -

HCM 95th %tile Q(veh) 0 - 0.1 - -

Intersection

Int Delay, s/veh 0.2

Movement EBL EBR NBL NBT SBT SBRLane Configurations 

Traffic Vol, veh/h 4 3 4 332 169 7

Future Vol, veh/h 4 3 4 332 169 7

Conflicting Peds, #/hr 0 0 0 0 0 0

Sign Control Stop Stop Free Free Free Free

RT Channelized - None - None - None

Storage Length 0 - - - - -

Veh in Median Storage, # 0 - - 0 0 -

Grade, % 0 - - 0 0 -

Peak Hour Factor 92 92 92 92 92 92

Heavy Vehicles, % 2 2 2 2 2 2

Mvmt Flow 4 3 4 361 184 8

Major/Minor Minor2 Major1 Major2

Conflicting Flow All 557 188 191 0 - 0

Stage 1 188 - - - - -

Stage 2 370 - - - - -

Critical Hdwy 6.42 6.22 4.12 - - -

Critical Hdwy Stg 1 5.42 - - - - -

Critical Hdwy Stg 2 5.42 - - - - -

Follow-up Hdwy 3.518 3.318 2.218 - - -

Pot Cap-1 Maneuver 491 855 1382 - - -

Stage 1 844 - - - - -

Stage 2 699 - - - - -

Platoon blocked, % - - -

Mov Cap-1 Maneuver 489 855 1382 - - -

Mov Cap-2 Maneuver 489 - - - - -

Stage 1 841 - - - - -

Stage 2 699 - - - - -

Approach EB NB SB

HCM Control Delay, s/v11.09 0.09 0

HCM LOS B

Minor Lane/Major Mvmt NBL NBT EBLn1 SBT SBR

Capacity (veh/h) 21 - 599 - -

HCM Lane V/C Ratio 0.003 - 0.013 - -

HCM Control Delay (s/veh) 7.6 0 11.1 - -

HCM Lane LOS A A B - -

HCM 95th %tile Q(veh) 0 - 0 - -

Intersection

Int Delay, s/veh 0.2

Movement EBL EBR NBL NBT SBT SBRLane Configurations 

Traffic Vol, veh/h 3 3 5 333 166 5

Future Vol, veh/h 3 3 5 333 166 5

Conflicting Peds, #/hr 0 0 0 0 0 0

Sign Control Stop Stop Free Free Free Free

RT Channelized - None - None - None

Storage Length 0 - - - - -

Veh in Median Storage, # 0 - - 0 0 -

Grade, % 0 - - 0 0 -

Peak Hour Factor 92 92 92 92 92 92

Heavy Vehicles, % 2 2 2 2 2 2

Mvmt Flow 3 3 5 362 180 5

Major/Minor Minor2 Major1 Major2

Conflicting Flow All 556 183 186 0 - 0

Stage 1 183 - - - - -

Stage 2 373 - - - - -

Critical Hdwy 6.42 6.22 4.12 - - -

Critical Hdwy Stg 1 5.42 - - - - -

Critical Hdwy Stg 2 5.42 - - - - -

Follow-up Hdwy 3.518 3.318 2.218 - - -

Pot Cap-1 Maneuver 492 859 1389 - - -

Stage 1 848 - - - - -

Stage 2 697 - - - - -

Platoon blocked, % - - -

Mov Cap-1 Maneuver 490 859 1389 - - -

Mov Cap-2 Maneuver 490 - - - - -

Stage 1 844 - - - - -

Stage 2 697 - - - - -

Approach EB NB SB

HCM Control Delay, s/v10.83 0.11 0

HCM LOS B

Minor Lane/Major Mvmt NBL NBT EBLn1 SBT SBR

Capacity (veh/h) 27 - 624 - -

HCM Lane V/C Ratio 0.004 - 0.01 - -

HCM Control Delay (s/veh) 7.6 0 10.8 - -

HCM Lane LOS A A B - -

HCM 95th %tile Q(veh) 0 - 0 - -

Intersection

Int Delay, s/veh 3

Movement EBL EBR NBL NBT SBT SBRLane Configurations 

Traffic Vol, veh/h 119 4 1 219 138 31

Future Vol, veh/h 119 4 1 219 138 31

Conflicting Peds, #/hr 0 0 0 0 0 0

Sign Control Stop Stop Free Free Free Free

RT Channelized - None - None - None

Storage Length 0 - - - - -

Veh in Median Storage, # 0 - - 0 0 -

Grade, % 0 - - 0 0 -

Peak Hour Factor 92 92 92 92 92 92

Heavy Vehicles, % 2 2 2 2 2 2

Mvmt Flow 129 4 1 238 150 34

Major/Minor Minor2 Major1 Major2

Conflicting Flow All 407 167 184 0 - 0

Stage 1 167 - - - - -

Stage 2 240 - - - - -

Critical Hdwy 6.42 6.22 4.12 - - -

Critical Hdwy Stg 1 5.42 - - - - -

Critical Hdwy Stg 2 5.42 - - - - -

Follow-up Hdwy 3.518 3.318 2.218 - - -

Pot Cap-1 Maneuver 600 877 1391 - - -

Stage 1 863 - - - - -

Stage 2 800 - - - - -

Platoon blocked, % - - -

Mov Cap-1 Maneuver 600 877 1391 - - -

Mov Cap-2 Maneuver 600 - - - - -

Stage 1 862 - - - - -

Stage 2 800 - - - - -

Approach EB NB SB

HCM Control Delay, s/v12.62 0.03 0

HCM LOS B

Minor Lane/Major Mvmt NBL NBT EBLn1 SBT SBR

Capacity (veh/h) 8 - 606 - -

HCM Lane V/C Ratio 0.001 - 0.221 - -

HCM Control Delay (s/veh) 7.6 0 12.6 - -

HCM Lane LOS A A B - -

HCM 95th %tile Q(veh) 0 - 0.8 - -

Intersection

Int Delay, s/veh 0.8

Movement EBL EBR NBL NBT SBT SBRLane Configurations 

Traffic Vol, veh/h 19 3 1 201 137 5

Future Vol, veh/h 19 3 1 201 137 5

Conflicting Peds, #/hr 0 0 0 0 0 112

Sign Control Stop Stop Free Free Free Free

RT Channelized - None - None - None

Storage Length 0 - - - - -

Veh in Median Storage, # 0 - - 0 0 -

Grade, % 0 - - 0 0 -

Peak Hour Factor 92 92 92 92 92 92

Heavy Vehicles, % 2 2 2 2 2 2

Mvmt Flow 21 3 1 218 149 5

Major/Minor Minor2 Major1 Major2

Conflicting Flow All 484 264 266 0 - 0

Stage 1 264 - - - - -

Stage 2 221 - - - - -

Critical Hdwy 6.42 6.22 4.12 - - -

Critical Hdwy Stg 1 5.42 - - - - -

Critical Hdwy Stg 2 5.42 - - - - -

Follow-up Hdwy 3.518 3.318 2.218 - - -

Pot Cap-1 Maneuver 542 775 1297 - - -

Stage 1 781 - - - - -

Stage 2 816 - - - - -

Platoon blocked, % - - -

Mov Cap-1 Maneuver 445 703 1176 - - -

Mov Cap-2 Maneuver 445 - - - - -

Stage 1 707 - - - - -

Stage 2 740 - - - - -

Approach EB NB SB

HCM Control Delay, s/v 13.1 0.04 0

HCM LOS B

Minor Lane/Major Mvmt NBL NBT EBLn1 SBT SBR

Capacity (veh/h) 9 - 468 - -

HCM Lane V/C Ratio 0.001 - 0.051 - -

HCM Control Delay (s/veh) 8.1 0 13.1 - -

HCM Lane LOS A A B - -

HCM 95th %tile Q(veh) 0 - 0.2 - -

HCM Signalized Intersection Capacity Analysis

1: Lohman Ford Rd & Boggy Ford Road/Shoreline Ranch Dr

04/02/2024

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	395	84	95	46	73	172	97	257	43	218	343	650
Future Volume (vph)	395	84	95	46	73	172	97	257	43	218	343	650
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	16	16	16	16	12	12	12	12	12	12	16	12
Total Lost time (s)	4.0	4.0			4.0	4.0		4.0			4.0	4.0
Lane Util. Factor	0.95	0.95			1.00	1.00		1.00			1.00	1.00
Frt	1.00	0.94			1.00	0.85		0.98			1.00	0.85
Flt Protected	0.95	0.98			0.98	1.00		0.98			0.98	1.00
Satd. Flow (prot)	1905	1870			1827	1583		1813			2071	1583
Flt Permitted	0.95	0.98			0.98	1.00		0.60			0.67	1.00
Satd. Flow (perm)	1905	1870			1827	1583		1117			1416	1583
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	429	91	103	50	79	187	105	279	47	237	373	707
RTOR Reduction (vph)	0	20	0	0	0	163	0	4	0	0	0	290
Lane Group Flow (vph)	317	286	0	0	129	24	0	427	0	0	610	417
Turn Type	Split	NA		Split	NA	Perm	Perm	NA		Perm	NA	Perm
Protected Phases	4	4		8	8			2			6	
Permitted Phases						8	2			6		6
Actuated Green, G (s)	16.6	16.6			11.6	11.6		49.8			49.8	49.8
Effective Green, g (s)	16.6	16.6			11.6	11.6		49.8			49.8	49.8
Actuated g/C Ratio	0.18	0.18			0.13	0.13		0.55			0.55	0.55
Clearance Time (s)	4.0	4.0			4.0	4.0		4.0			4.0	4.0
Vehicle Extension (s)	3.0	3.0			3.0	3.0		3.0			3.0	3.0
Lane Grp Cap (vph)	351	344			235	204		618			783	875
v/s Ratio Prot	c0.17	0.15			c0.07							
v/s Ratio Perm						0.02		0.38			c0.43	0.26
v/c Ratio	0.90	0.83			0.54	0.11		0.69			0.77	0.47
Uniform Delay, d1	35.9	35.3			36.7	34.6		14.5			15.7	12.1
Progression Factor	1.00	1.00			1.00	1.00		1.00			1.00	1.00
Incremental Delay, d2	25.3	15.4			2.6	0.2		6.2			7.5	1.8
Delay (s)	61.2	50.8			39.3	34.9		20.7			23.3	14.0
Level of Service	E	D			D	C		C			C	B
Approach Delay (s/veh)		56.1			36.7			20.7			18.3	
Approach LOS		E			D			C			B	
Intersection Summary												
HCM 2000 Control Delay (s/veh)			29.7				HCM 2000 Level of Service			C		
HCM 2000 Volume to Capacity ratio			0.77									
Actuated Cycle Length (s)			90.0				Sum of lost time (s)			12.0		
Intersection Capacity Utilization			87.4%				ICU Level of Service			E		
Analysis Period (min)			15									
c Critical Lane Group												

Intersection

Int Delay, s/veh 1

Movement EBL EBR NBL NBT SBT SBRLane Configurations 

Traffic Vol, veh/h 47 0 0 350 441 44

Future Vol, veh/h 47 0 0 350 441 44

Conflicting Peds, #/hr 0 0 0 0 0 0

Sign Control Stop Stop Free Free Free Free

RT Channelized - None - None - None

Storage Length 0 - - - - -

Veh in Median Storage, # 0 - - 0 0 -

Grade, % 0 - - 0 0 -

Peak Hour Factor 92 92 92 92 92 92

Heavy Vehicles, % 2 2 2 2 2 2

Mvmt Flow 51 0 0 380 479 48

Major/Minor Minor2 Major1 Major2

Conflicting Flow All 884 264 527 0 - 0

Stage 1 503 - - - - -

Stage 2 380 - - - - -

Critical Hdwy 6.63 6.93 4.13 - - -

Critical Hdwy Stg 1 5.83 - - - - -

Critical Hdwy Stg 2 5.43 - - - - -

Follow-up Hdwy 3.519 3.319 2.219 - - -

Pot Cap-1 Maneuver 300 736 1038 - - -

Stage 1 573 - - - - -

Stage 2 690 - - - - -

Platoon blocked, % - - -

Mov Cap-1 Maneuver 300 736 1038 - - -

Mov Cap-2 Maneuver 300 - - - - -

Stage 1 573 - - - - -

Stage 2 690 - - - - -

Approach EB NB SB

HCM Control Delay, s/v19.44 0 0

HCM LOS C

Minor Lane/Major Mvmt NBL NBT EBLn1 SBT SBR

Capacity (veh/h) 1038 - 300 - -

HCM Lane V/C Ratio - - 0.17 - -

HCM Control Delay (s/veh) 0 - 19.4 - -

HCM Lane LOS A - C - -

HCM 95th %tile Q(veh) 0 - 0.6 - -

Intersection						
Int Delay, s/veh	0.8					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	23	12	11	327	419	22
Future Vol, veh/h	23	12	11	327	419	22
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	25	13	12	355	455	24
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	847	467	479	0	-	0
Stage 1	467	-	-	-	-	-
Stage 2	379	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	332	596	1083	-	-	-
Stage 1	631	-	-	-	-	-
Stage 2	692	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	328	596	1083	-	-	-
Mov Cap-2 Maneuver	328	-	-	-	-	-
Stage 1	622	-	-	-	-	-
Stage 2	692	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s/v	15.3	0.27		0		
HCM LOS	C					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	59	-	387	-	-	
HCM Lane V/C Ratio	0.011	-	0.098	-	-	
HCM Control Delay (s/veh)	8.4	0	15.3	-	-	
HCM Lane LOS	A	A	C	-	-	
HCM 95th %tile Q(veh)	0	-	0.3	-	-	

Intersection

Int Delay, s/veh 0.8

Movement EBL EBR NBL NBT SBT SBRLane Configurations 

Traffic Vol, veh/h 18 18 16 320 415 16

Future Vol, veh/h 18 18 16 320 415 16

Conflicting Peds, #/hr 0 0 0 0 0 0

Sign Control Stop Stop Free Free Free Free

RT Channelized - None - None - None

Storage Length 0 - - - - -

Veh in Median Storage, # 0 - - 0 0 -

Grade, % 0 - - 0 0 -

Peak Hour Factor 92 92 92 92 92 92

Heavy Vehicles, % 2 2 2 2 2 2

Mvmt Flow 20 20 17 348 451 17

Major/Minor Minor2 Major1 Major2

Conflicting Flow All 842 460 468 0 - 0

Stage 1 460 - - - - -

Stage 2 383 - - - - -

Critical Hdwy 6.42 6.22 4.12 - - -

Critical Hdwy Stg 1 5.42 - - - - -

Critical Hdwy Stg 2 5.42 - - - - -

Follow-up Hdwy 3.518 3.318 2.218 - - -

Pot Cap-1 Maneuver 334 601 1093 - - -

Stage 1 636 - - - - -

Stage 2 689 - - - - -

Platoon blocked, % - - -

Mov Cap-1 Maneuver 328 601 1093 - - -

Mov Cap-2 Maneuver 328 - - - - -

Stage 1 623 - - - - -

Stage 2 689 - - - - -

Approach EB NB SB

HCM Control Delay, s/v14.35 0.4 0

HCM LOS B

Minor Lane/Major Mvmt NBL NBT EBLn1 SBT SBR

Capacity (veh/h) 86 - 424 - -

HCM Lane V/C Ratio 0.016 - 0.092 - -

HCM Control Delay (s/veh) 8.3 0 14.3 - -

HCM Lane LOS A A B - -

HCM 95th %tile Q(veh) 0 - 0.3 - -

Intersection

Int Delay, s/veh 1.4

Movement EBL EBR NBL NBT SBT SBRLane Configurations 

Traffic Vol, veh/h 66 2 4 270 310 123

Future Vol, veh/h 66 2 4 270 310 123

Conflicting Peds, #/hr 0 0 0 0 0 0

Sign Control Stop Stop Free Free Free Free

RT Channelized - None - None - None

Storage Length 0 - - - - -

Veh in Median Storage, # 0 - - 0 0 -

Grade, % 0 - - 0 0 -

Peak Hour Factor 92 92 92 92 92 92

Heavy Vehicles, % 2 2 2 2 2 2

Mvmt Flow 72 2 4 293 337 134

Major/Minor Minor2 Major1 Major2

Conflicting Flow All 706 404 471 0 - 0

Stage 1 404 - - - - -

Stage 2 302 - - - - -

Critical Hdwy 6.42 6.22 4.12 - - -

Critical Hdwy Stg 1 5.42 - - - - -

Critical Hdwy Stg 2 5.42 - - - - -

Follow-up Hdwy 3.518 3.318 2.218 - - -

Pot Cap-1 Maneuver 402 647 1091 - - -

Stage 1 674 - - - - -

Stage 2 750 - - - - -

Platoon blocked, % - - -

Mov Cap-1 Maneuver 400 647 1091 - - -

Mov Cap-2 Maneuver 400 - - - - -

Stage 1 671 - - - - -

Stage 2 750 - - - - -

Approach EB NB SB

HCM Control Delay, s/v15.87 0.12 0

HCM LOS C

Minor Lane/Major Mvmt NBL NBT EBLn1 SBT SBR

Capacity (veh/h) 26 - 405 - -

HCM Lane V/C Ratio 0.004 - 0.183 - -

HCM Control Delay (s/veh) 8.3 0 15.9 - -

HCM Lane LOS A A C - -

HCM 95th %tile Q(veh) 0 - 0.7 - -

Intersection

Int Delay, s/veh 0.4

Movement EBL EBR NBL NBT SBT SBRLane Configurations 

Traffic Vol, veh/h 10 2 3 264 293 19

Future Vol, veh/h 10 2 3 264 293 19

Conflicting Peds, #/hr 0 0 0 0 0 112

Sign Control Stop Stop Free Free Free Free

RT Channelized - None - None - None

Storage Length 0 - - - - -

Veh in Median Storage, # 0 - - 0 0 -

Grade, % 0 - - 0 0 -

Peak Hour Factor 92 92 92 92 92 92

Heavy Vehicles, % 2 2 2 2 2 2

Mvmt Flow 11 2 3 287 318 21

Major/Minor Minor2 Major1 Major2

Conflicting Flow All 734 441 451 0 - 0

Stage 1 441 - - - - -

Stage 2 293 - - - - -

Critical Hdwy 6.42 6.22 4.12 - - -

Critical Hdwy Stg 1 5.42 - - - - -

Critical Hdwy Stg 2 5.42 - - - - -

Follow-up Hdwy 3.518 3.318 2.218 - - -

Pot Cap-1 Maneuver 387 616 1109 - - -

Stage 1 649 - - - - -

Stage 2 757 - - - - -

Platoon blocked, % - - -

Mov Cap-1 Maneuver 317 559 1006 - - -

Mov Cap-2 Maneuver 317 - - - - -

Stage 1 586 - - - - -

Stage 2 686 - - - - -

Approach EB NB SB

HCM Control Delay, s/v15.95 0.1 0

HCM LOS C

Minor Lane/Major Mvmt NBL NBT EBLn1 SBT SBR

Capacity (veh/h) 20 - 342 - -

HCM Lane V/C Ratio 0.003 - 0.038 - -

HCM Control Delay (s/veh) 8.6 0 16 - -

HCM Lane LOS A A C - -

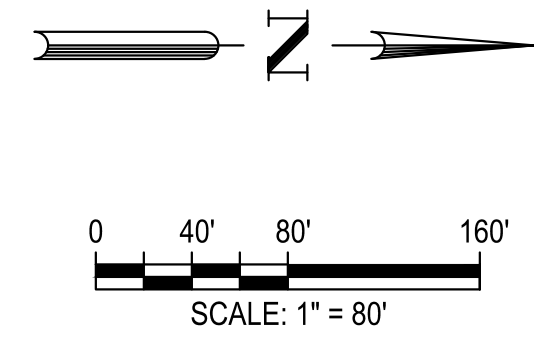
HCM 95th %tile Q(veh) 0 - 0.1 - -

APPENDIX D – INTERSECTION SIGHT DISTANCE EXHIBITS



AASHTO SIGHT DISTANCE REQUIREMENTS
POSTED SPEED = 50 MPH
TABLE 9.7 - CASE B1 - LEFT TURN FROM STOP
- MINIMUM SIGHT DISTANCE = 555'
TABLE 9.9 - CASE B2 - RIGHT TURN FROM STOP
- MINIMUM SIGHT DISTANCE = 480'



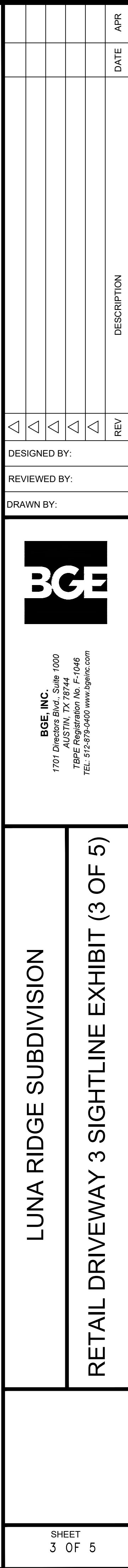


△	△	△	△	△	REV
DESIGNED BY:					
REVIEWED BY:					
DRAWN BY:					

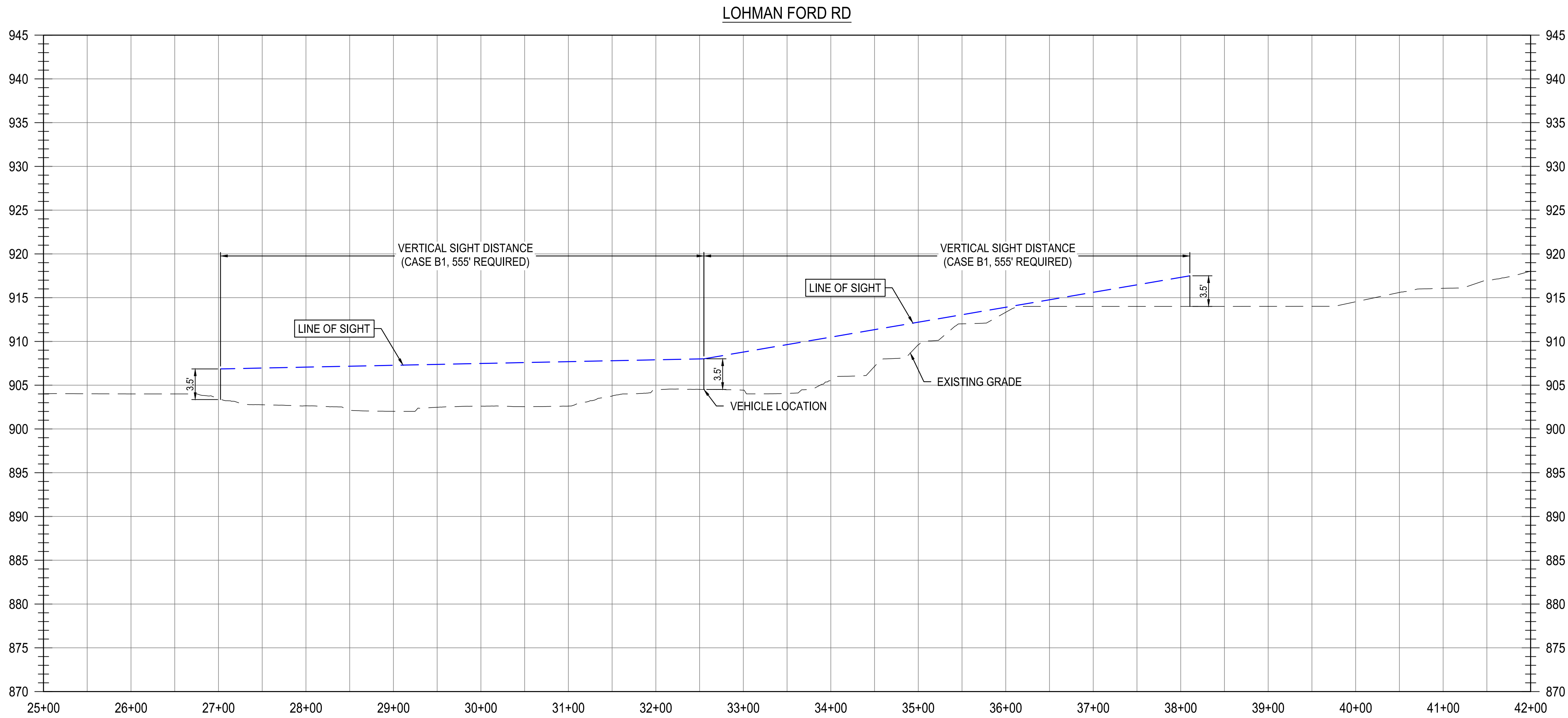
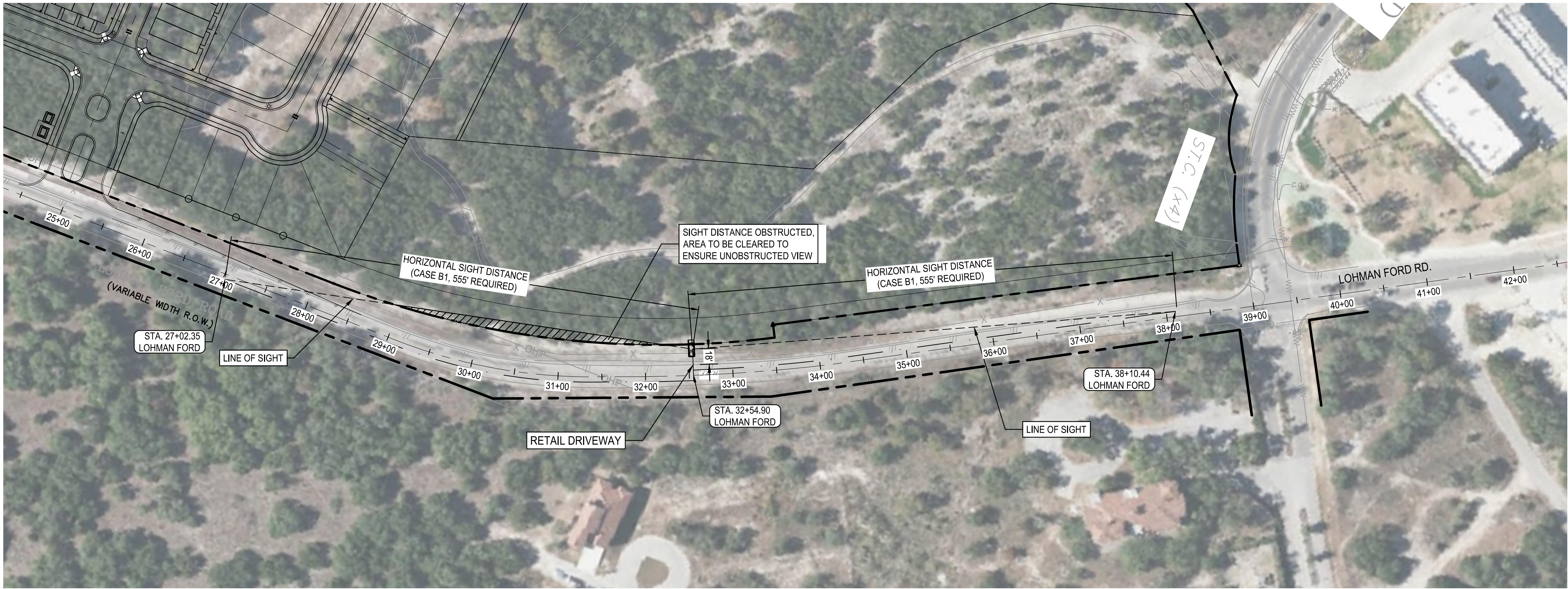


SHEET
2 OF 5

[illegible]



G:\TXC\Projects\Wan_Bridge_Group\9293-00\Lago_Vista_Mixed_Use\LD01_CADD\05_Exhibit\9293-SIGHTLINE-EXHIBIT-PROVIDED 4.dwg Plotted: 8/28/2024 6:05:36 PM



SHEET		DATE		REV		DESCRIPTION	
4 OF 5		APR		REV			

DESIGNED BY:

REVIEWED BY:

DRAWN BY:

BGE

BGE, INC.

1701 Directors Blvd., Suite 1000
AUSTIN, TX 78744
TYPE Registration No. F-1646
TEL 512.675.0460 www.bgeinc.com

LUNA RIDGE SUBDIVISION

RETAIL DRIVEWAY 2 SIGHTLINE EXHIBIT (4 OF 5)

APPENDIX E – FIREFLY COVE BACKGROUND TRAFFIC EXHIBITS

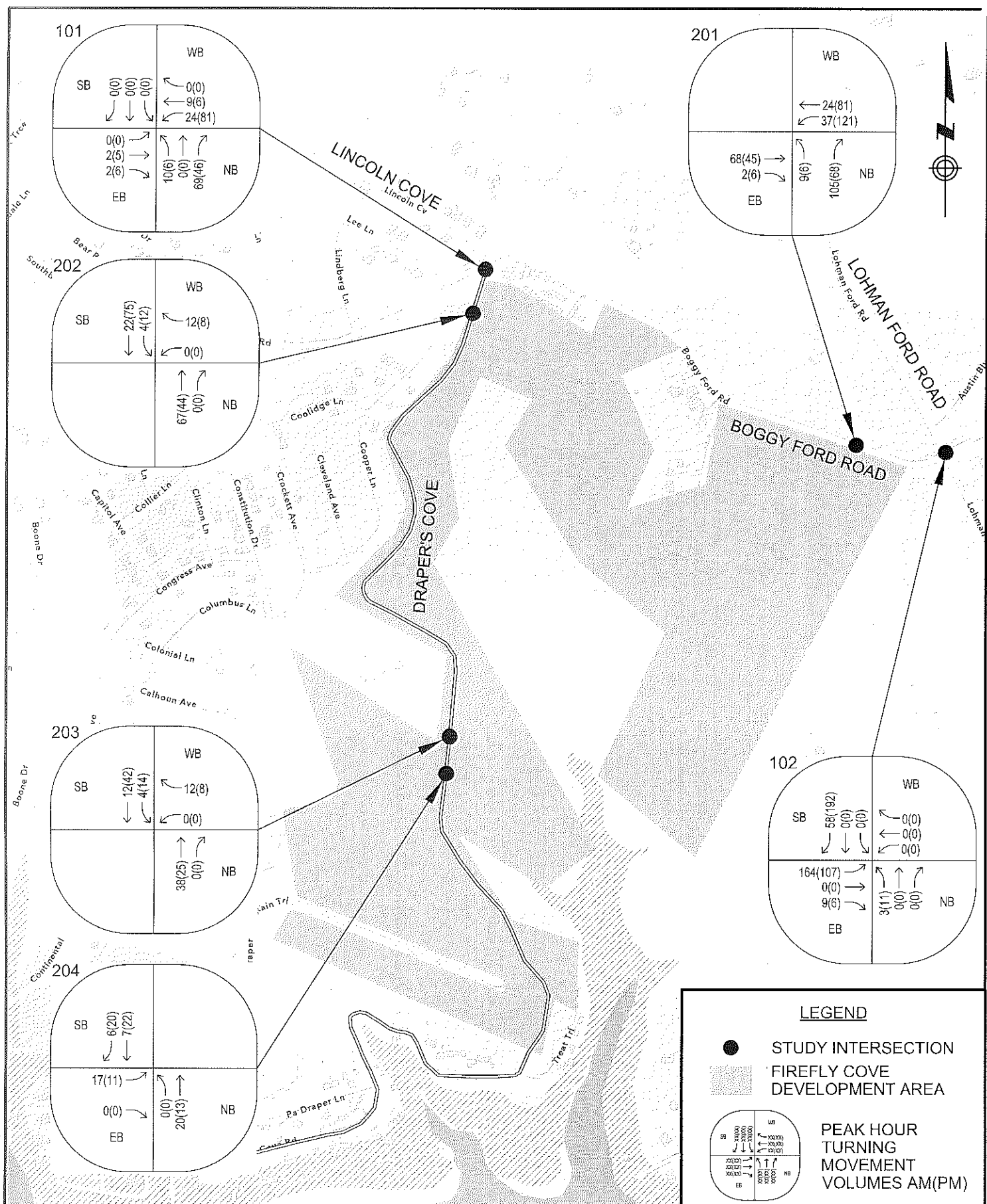


Figure 9: AM and PM Peak Site Traffic (2026)

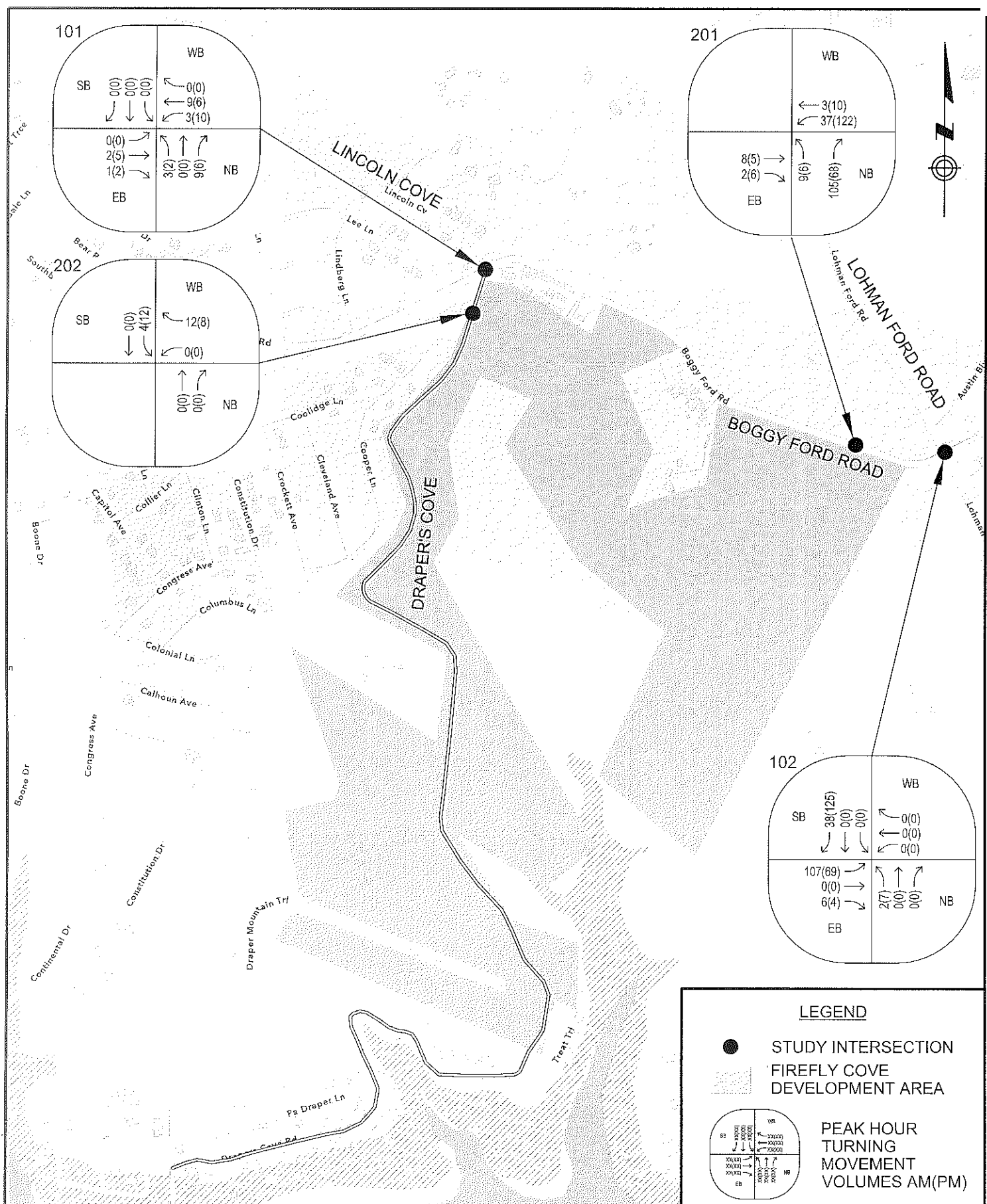
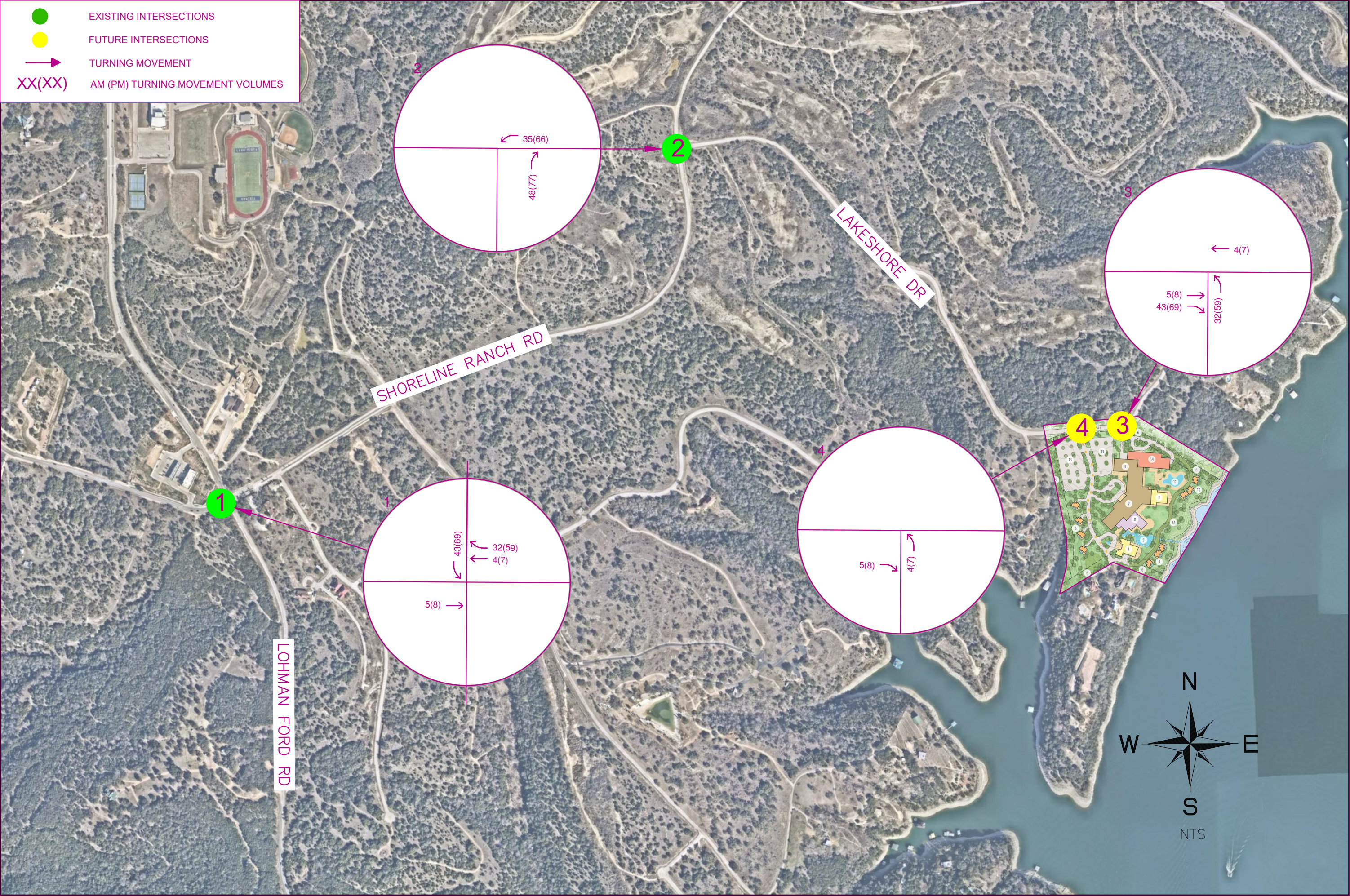


Figure 6: AM and PM Peak Site Traffic (2024)

APPENDIX F – NATURE’S POINT BACKGROUND TRAFFIC VOLUMES



Kimley»Horn TYPE REGISTERED FIRM NO. F-928 10814 JOLLYVILLE RD, STE. 200 AUSTIN, TX 78759 PHONE: 512.418.4514 WEBSITE: Kimley-Horn.com	PROJECT NO. 063217804 DATE MARCH 2021
	NATURE'S POINT LAGO VISTA, TX
SITE GENERATED TRAFFIC VOLUMES	
FIGURE 5	

APPENDIX G – LAND USE DENSITIES PROVIDED BY THE MONTECHINO DEVELOPER

From: Patrick Moore <pmoore@mooregroup.net>
Sent: Friday, January 12, 2024 1:18 PM
To: Legacy Engineering Group <mike.garza@leg-pllc.com>; Edward Moore <emoore@mooregroup.net>
Cc: David Martinez <david.martinez@leg-pllc.com>; Nathan Cole <nathan.cole@leg-pllc.com>
Subject: RE: Montechino Development - Background Traffic

Sorry, we don't have a completed TIA.

--

Patrick Moore

The Moore Group
1000 Cuernavaca Drive
Austin, Texas 78733
Ph. [512-442-0377](tel:512-442-0377)
Email: pmoore@mooregroup.net

From: Legacy Engineering Group <mike.garza@leg-pllc.com>
Sent: Friday, January 12, 2024 12:56 PM
To: Patrick Moore <pmoore@mooregroup.net>; Edward Moore <emoore@mooregroup.net>
Cc: David Martinez <david.martinez@leg-pllc.com>; Nathan Cole <nathan.cole@leg-pllc.com>
Subject: RE: Montechino Development - Background Traffic

Awesome, thank you so much! Do you have a completed/approved TIA? If so, would you please send that over so we can add your trips into our background traffic? If not, we can make some assumptions on our end.

Thank you,
Oscar Michael Garza, PE, PTOE, RSP1



Legacy Engineering Group
TBPE Firm Registration No. 20623
7800 W Interstate 10, Suite 830
San Antonio, Texas 78230-4750
Office Phone: 210.660.1960, Ext. 401
Cell Phone: 956.645.8134

Email: Mike.Garza@LEG-PLLC.com

Firm Website: www.LegacyEngrGroup.com

SCTRCA Certified – DBE, HUB, ESBE, HABE, MBE, & SBE

TxDOT Administratively Qualified & Pre-Certified Firm

From: Patrick Moore <pmoore@mooregroup.net>

Sent: Friday, January 12, 2024 12:53 PM

To: Legacy Engineering Group <mike.garza@leg-pllc.com>; Edward Moore <emoore@mooregroup.net>

Cc: David Martinez <david.martinez@leg-pllc.com>; Nathan Cole <nathan.cole@leg-pllc.com>

Subject: RE: Montechino Development - Background Traffic

Okay, understood.

The development is 202 single-family lots, 28 of which are already platted. It will also include 9.41 acres of commercial and a 34.8-acre retirement community.

Best,

--

Patrick Moore

The Moore Group

1000 Cuernavaca Drive

Austin, Texas 78733

Ph. [512-442-0377](tel:512-442-0377)

Email: pmoore@mooregroup.net

From: Legacy Engineering Group <mike.garza@leg-pllc.com>

Sent: Wednesday, January 3, 2024 3:10 PM

To: Edward Moore <emoore@mooregroup.net>; Patrick Moore <pmoore@mooregroup.net>

Cc: David Martinez <david.martinez@leg-pllc.com>; Nathan Cole <nathan.cole@leg-pllc.com>

Subject: RE: Montechino Development - Background Traffic

Edward/Patrick:

Good afternoon---we have been asked by the City to add in your subject development traffic to our TIA as David discussed below---can you please help us out by sending your trips over to us?

Thank you,

Oscar Michael Garza, PE, PTOE, RSP1



Legacy Engineering Group
TBPE Firm Registration No. 20623
7800 W Interstate 10, Suite 830
San Antonio, Texas 78230-4750
Office Phone: 210.660.1960, Ext. 401
Cell Phone: 956.645.8134
Email: Mike.Garza@LEG-PLLC.com

*Firm Website: www.LegacyEngrGroup.com
SCTRCA Certified – DBE, HUB, ESBE, HABE, MBE, & SBE
TxDOT Administratively Qualified & Pre-Certified Firm*

From: David Martinez <david.martinez@leg-pllc.com>
Sent: Friday, December 15, 2023 11:53 AM
To: emoore@mooregroup.net; pmoore@mooregroup.net
Cc: Legacy Engineering Group <mike.garza@leg-pllc.com>; Nathan Cole <nathan.cole@leg-pllc.com>
Subject: Montechino Development - Background Traffic

Good morning.

We at Legacy Engineering are addressing comments for a TIA we prepared in Lago Vista, TX (Luna Ridge Development). One of the comments we received from the city is to include background traffic from the nearby Montechino development, which we believe The Moore Group has prepared or is preparing a TIA for.

I am writing this email to respectfully request the Montechino TIA (if completed), or the proposed trip distribution exhibits for the intersection of Lohman Ford road and Boggy Ford Road so that we can include the trips within our roadway network.

Please let me know if you need any additional information or have any questions.

Thank you,
David Martinez
Legacy Engineering Group



TBPE Firm Registration No. 20623
7800 W Interstate 10, Suite 830
San Antonio, Texas 78230

Office Phone: 210.660.1960 Ext. 404

Cell Phone: 210.315.3232

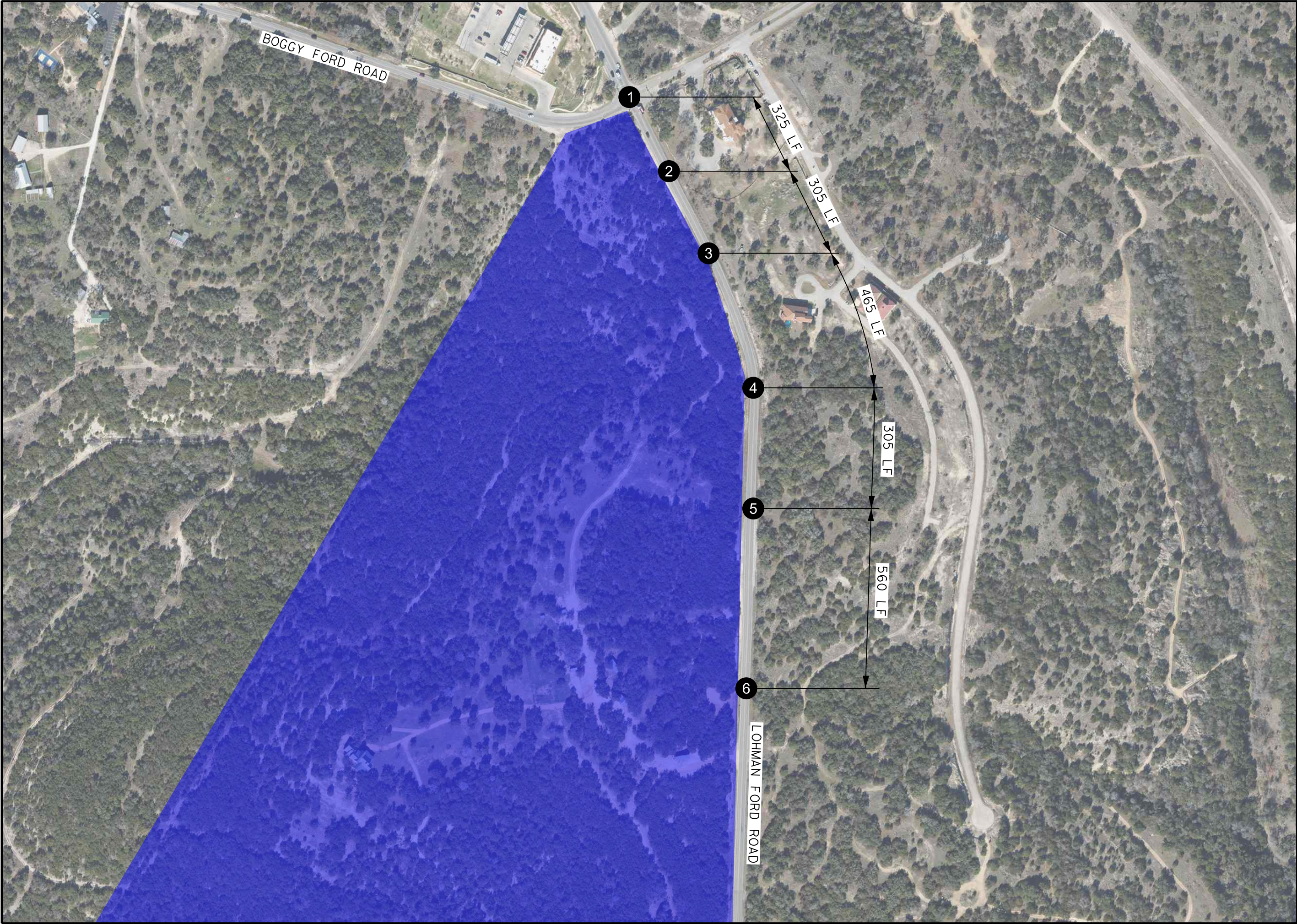
Email: david.martinez@LEG-PLLC.com

Firm Website: www.LegacyEngrGroup.com

SCTRCA Certified – DBE, HUB, ESBE, HABE, MBE, & SBE

TxDOT Administratively Qualified & Pre-Certified Firm

APPENDIX H – ACCESS SPACING EXHIBIT



**FIRST AMENDMENT TO
DEVELOPMENT AND ANNEXATION AGREEMENT**

**GROSECLOSE TRACT
(Luna Ridge Project)**

This First Amendment to Development and Annexation Agreement ("**Amendment**") is entered into between the CITY OF LAGO VISTA, TEXAS, a home-rule municipality corporation (the "**City**"), and W LAND DEVELOPMENT MANAGEMENT, LLC, a Texas limited liability company, its successors and assigns (the "**Developer**"). In this Amendment, City and Developer are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**".

RECITALS

WHEREAS, On November 23, 2021, Developer acquired 109.4251 acres of land in Travis County, Texas, located within the City and more particularly described in **Exhibit A** (the "**Property**") attached hereto and fully incorporated into this Amendment;

WHEREAS, the City and Developer executed the Development and Annexation Agreement with an effective date of October 21, 2021, a complete copy of which is attached hereto as **Exhibit B** (the "**Agreement**") to support development of the Property as a multifamily residential development project as provided in the Agreement and as generally shown on the combined Detail and Concept Plan attached thereto as Exhibit B ("**Concept Plan**");

WHEREAS, the City and Developer executed a Municipal Service Plan for the Property dated October 21, 2021 ("**Service Plan**");

WHEREAS, the Property was voluntarily annexed into the City, pursuant to the terms of the Agreement by Ordinance No. 21-10-21-01 effective October 21, 2021;

WHEREAS, the Property was zoned PDD (Planned Development District) by Ordinance No. 23-07-06-03(Luna Ridge PDD) passed July 6, 2023 ("**PDD**") which permits R-4 Multifamily Residential uses per the Zoning Ordinance in effect at that time and includes a combined approved Concept/Detail Plan as Exhibit B;

WHEREAS, the Property is now included within the City's CCN;

WHEREAS, the Property and Project are vested under Tex. Loc. Gov't Code Ch. 245 as of October 21, 2021;

WHEREAS, the Concept Plan depicts the proposed development, including uses, densities, utility and roadway alignments, and width of street rights-of-way, which are subject to change as described in the Agreement and this Amendment (the "**Project**");

WHEREAS, the Agreement established certain commitments in connection with the development of the Property and provides increased certainty to the City and the Developer concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of the Developer and the City, for a period of fifteen years with the ability to extend for an additional fifteen years; and to identify planned Property uses and permitted intensity of development of the Property before and after annexation as provided in the Agreement and this Amendment, as allowed by applicable law including, but not limited to Section 212.172 of the Texas Local Government Code ("**Section 212.172**");

WHEREAS, the Developer and City desire a high-quality community for the benefit of the present and future residents of City and the Project;

WHEREAS, the Project has been delayed by residual impact of COVID, unexpected inflation in development costs (including higher than expected interest rates), global uncertainties and economic headwinds, but the City and Developer have made significant progress with the Project and remain committed to its goal to provide a high-quality, well designed a multi-family residential development delivering alternative and affordable housing for residents of the City, consistent with the City Comprehensive Plan;

WHEREAS, the Minor Plat ("**Plat**") for the Property was conditionally approved by the City on October 24, 2025 (#APP-PL-13608);

WHEREAS, a revised Concept/Detail Plan for the Project for the PDD and Agreement was administratively approved as a minor non-substantive amendment by the City (called the Luna Ridge Master Plan), a copy of which is attached hereto as **Exhibit C** and supersedes the Concept Plan attached to the Agreement as Exhibit B and the Concept/Detail Plan attached as part of Exhibit B of the PDD (but not the architectural renderings and site/road/sign/fence drawings included in Exhibit B), both of which may be revised with non-substantive changes by administrative approval, and the revised Concept/Detail Plan does not have an expiration date;

WHEREAS, the Project is planned as a condominium regime;

WHEREAS, 350 LUEs remain reserved and available for the Project;

WHEREAS, the City and Developer desire to provide more time for the Project to commence, but it must conclude within the same deadline as the Agreement;

WHEREAS, there is no known violation by either Party of the Agreement, Service Plan or PDD; and

WHEREAS, a copy of this Amendment with the Agreement attached will be recorded in the real property records of Travis County, Texas.

NOW, THEREFORE, in exchange for the mutual promises and consideration herein expressed, other good and valuable consideration, the receipt and sufficiency of which are

hereby acknowledged and confessed, and subject to the terms and conditions of this Amendment, the Parties agree as follows:

I. DEFINITIONS

Any terms which are used herein, and which are defined in the Agreement shall have the meaning ascribed to them in the Agreement, unless defined herein.

II. RECITALS INCORPORATED

The recitals herein and in the Agreement are incorporated herein for all purposes, are relied upon by the Parties and are legally binding.

III. AMENDMENTS/RATIFICATION

The following amendments modify the stated sections of the Agreement and shall supersede the current provisions of the Agreement:

5.01 Water and Wastewater Utilities. This section is deleted in its entirety and replaced with the following:

“City reserves three-hundred and fifty (350) water and wastewater LUEs for the Project until **October 21, 2031**. Any LUEs not utilized by that date are forfeited. LUES are purchased by the payment of the Impact Fee assessed by the City as of the date of recording of the Plat for the Project.”

6.03. Development Review and Submittal Process. The following is added at the end:

“However, the Minor Plat (“**Plat**”) for the Property conditionally approved by the City on October 24, 2025 (#APP-PL-13608) shall not lapse until **September 1, 2027**.”

Except as amended hereby, the Agreement is ratified by the Parties as a valid and subsisting legal agreement binding on the Parties.

IV. MISCELLANEOUS PROVISIONS

Severability. The provisions of this Amendment are severable and, if any provision of this Amendment is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Amendment will not be affected, and this Amendment will be construed as if the invalid portion had never been contained herein.

Entire Agreement. This Amendment and the Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

Amendments. Any amendment of this Amendment must be in writing and will be effective if signed by the authorized representatives of the Parties.

Applicable Law; Venue. This Amendment and the Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Travis County, Texas.

Notices. Any notice given under this Amendment shall be given as required by the Agreement. For purposes of notice, the addresses of the Parties are updated as follows:

CITY: City of Lago Vista
Attn: City Manager
5803 Thunderbird Drive
Lago Vista, Texas 78645
Email: _____

with copy to: City Attorney
5803 Thunderbird Drive
Lago Vista, Texas 78645
Email: _____

DEVELOPER: W Land Development Management, LLC
Attn: Kyle Spicer
9600 N. Mopac Expressway, Ste 250
Austin, Texas 78759
Email: kyle@wlanddevelopment.com

with copy to: Wilson Cribbs + Goren
1233 West Loop South Suite 800
Houston, Texas 77027
Email: rwilson@wcglaw.com

Time of the Essence. Time is of the essence of this Amendment.

Authority for Execution. The City certifies, represents, and warrants that the execution of this Amendment is duly authorized and adopted in conformity with its City Charter and all applicable City ordinances. Developer certifies, represents, and warrants that the execution of this Amendment is duly authorized and adopted in conformity with the company agreement of Developer.

Effective Date; Recordation. This Amendment shall be effective on the latest date accompanying the signature lines below ("**Effective Date**"). This Amendment, or a Memorandum thereof signed by both parties, shall be recorded in the Official Public Records of Travis County, Texas at Developer's expense.

Counterparts. This Amendment may be executed simultaneously in one or more counterparts (including, without limitation, counterparts transmitted by facsimile or other electronic means (e.g., .PDF via email)), each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Exhibits. The following exhibits are attached to this Amendment and incorporated herein by reference.

EXHIBIT A	Property Description
EXHIBIT B	Development and Annexation Agreement of October 21, 2021
EXHIBIT C	Concept Plan

[SIGNATURE PAGES FOLLOW]

SIGNATURE PAGE FOR FIRST AMENDMENT

CITY:

CITY OF LAGO VISTA, TEXAS,
A Texas Home Rule municipal corporation

By: _____
Printed Name: _____
Title: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____,
2026, by _____, _____ of THE CITY OF LAGO
VISTA, TEXAS, a Texas Home Rule municipal corporation, on behalf of said City.

[seal]

Notary Public, State of Texas

After Recording Return to:
City of Lago Vista Planning Dept.
Attn:
5803 Thunderbird Drive
Lago Vista, Texas 78645

EXHIBIT A
PROPERTY DISCRIPTION

Beginning at a 1/2" iron rod found in the Southwesterly R.O.W. line of Lohman Ford Road, being the most northerly corner of a 60.048 acre tract conveyed to Michael and Mary Cadigan by deed recorded in Document No. 2000123186, Official Public Records, Travis County, Texas, for the most easterly corner of this tract and the Point of Beginning:

Thence with the common line of this tract and said 60.048 acre tract the following four (4) courses:

- 1) N81°00' 02"W a distance of 806.33 feet to a 1/2" iron rod found;
- 2) S28°33'29"W a distance of 1242.82 feet to a 1/2" iron rod found for the most southerly corner of this tract;
- 3) N62°09'19"W a distance of 1187.90 feet to a 1/2" iron rod found;
- 4) S28°27'31"W a distance of 99.96 feet to a 1/2" iron rod found in the north line of a 17.953 acre tract conveyed to Old Farm Property Owners Association by deed recorded in Document No. 2015053192, Official Public Records, Travis County, Texas, for the most southerly southwest corner of this tract;

Thence N62°00'37"W with the common line of this tract and said 17.953 acre tract a distance of 88.34 feet to an iron pipe found in the ease line of a 289.40 acre tract conveyed to Travis Meadow LP by deed recorded in Document No. 2006125525, Official Public Records, Travis County, Texas, for the most westerly Southwest corner of this tract;

Thence with the common line of this tract and said 289.40 acre tract the following to (2) courses:

- 1) N28°23'10"E a distance of 3709.31 feet to a 1/2" iron rod found;
- 2) N42°20'16"E a distance of 108.81 feet to a 1/2" iron rod found in the southerly R.O.W. line of Boggy Ford Road;

Thence with the southerly R.O.W. line of said Boggy Ford Road and the north line of this tract the following four (4) courses:

- 1) With a curve to the left whose elements are R=242.46 feet, L=25.73 feet whose chord bears N84°45'29"E a distance of 25.72 feet to a 1/2" iron rod found;
- 2) With a curve to the left whose elements are R=120.24 feet, L=66.36 feet whose chord bears N65°43'11"E a distance of 65.52 feet to a 1/2" iron rod set;
- 3) With a non-tangent curve to the left whose elements are R=348.31 feet, L=78.69 feet whose chord bears N69°10'48"E a distance of 78.52 feet to a 1/2" iron rod set;

4) N62°43'04"E a distance of 25.72 feet to a 1/2" iron rod set at the intersection of the southerly R.O.W. line of said Boggy Ford Road and the West R.O.W. line of said Lohman Ford Road, for the northeast corner of this tract;

Thence with the west R.O.W. line of said Lohman Ford Road the following six (6) courses:

1) S27°17'12"E a distance of 536.92 feet to a nail found;

2) N62°43'44"E a distance of 15.06 feet to a 1/2" iron rod found;

3) With a curve to the right whose elements are R=1030.52 feet, L=513.05 feet whose chord bears S12°59'19"E a distance of 507.77 feet to a 1/2" iron rod found;

4) S01°16'24"W a distance of 1317.51 feet to a 1/2" iron rod found;

5) With a curve to the left whose elements are R=990.25 feet, L=461.54 feet whose chord bears S12°05'56"E a distance of 457.37 feet to a 1/2" iron rod found;

6) S25°30'42"E a distance of 250.68 feet to the Point of Beginning and containing 109.4251 acres, more or less.

EXHIBIT B
DEVELOPMENT AND ANNEXATION AGREEMENT OF OCTOBER 21, 2021
[ATTACH]

EXHIBIT C **CONCEPT PLAN**



Exhibit B
FIRST AMENDMENT TO
DEVELOPMENT AND ANNEXATION AGREEMENT

GROSECLOSE TRACT
(Luna Ridge Project)

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RECITALS

WHEREAS, On November 23, 2021, Developer acquired 109.4251 acres of land in Travis County, Texas, located within the City and more particularly described in **Exhibit A** (the "**Property**") attached hereto and fully incorporated into this Amendment;

WHEREAS, the City and Developer executed the Development and Annexation Agreement with an effective date of October 21, 2021, a complete copy of which is attached hereto as **Exhibit B** (the "**Agreement**") to support development of the Property as a multifamily residential development project as provided in the Agreement and as generally shown on the combined Detail and Concept Plan attached thereto as Exhibit B ("**Concept Plan**");

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WHEREAS, the Concept Plan depicts the proposed development, including uses, densities, utility and roadway alignments, and width of street rights-of-way, which are subject to change as described in the Agreement and this Amendment (the "**Project**");

WHEREAS, the Agreement established certain commitments in connection with the development of the Property and provides increased certainty to the City and the Developer concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of the Developer and the City, for a period of fifteen years with the ability to extend for an additional fifteen years; and to identify planned Property uses and permitted intensity of development of the Property before and after annexation as provided in the Agreement and this Amendment, as allowed by applicable law including, but not limited to Section 212.172 of the Texas Local Government Code ("**Section 212.172**");

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CITY: City of Lago Vista
Attn: City Manager
5803 Thunderbird Drive
Lago Vista, Texas 78645
Email: _____

with copy to: City Attorney
5803 Thunderbird Drive
Lago Vista, Texas 78645
Email: _____

DEVELOPER: W Land Development Management, LLC
Attn: Kyle Spicer
9600 N. Mopac Expressway, Ste 250
Austin, Texas 78759
Email: kyle@wlanddevelopment.com

with copy to: Wilson Cribbs + Goren
1233 West Loop South Suite 800
Houston, Texas 77027
Email: rwilson@wcglaw.com

Time of the Essence. Time is of the essence of this Amendment.

Authority for Execution. The City certifies, represents, and warrants that the execution of this Amendment is duly authorized and adopted in conformity with its City Charter and all applicable City ordinances. Developer certifies, represents, and warrants that the execution of this Amendment is duly authorized and adopted in conformity with the company agreement of Developer.

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EXHIBIT B	Development and Annexation Agreement of October 21, 2021
EXHIBIT C	Concept Plan

[SIGNATURE PAGES FOLLOW]

DEVELOPER:

By: _____
Printed Name: _____
Title: _____

COUNTY OF §

[seal]

Notary Public, State of Texas

SIGNATURE PAGE FOR FIRST AMENDMENT

CITY:

CITY OF LAGO VISTA, TEXAS,
A Texas Home Rule municipal corporation

By: _____
Printed Name: _____
Title: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____,
2026, by _____, _____ of THE CITY OF LAGO
VISTA, TEXAS, a Texas Home Rule municipal corporation, on behalf of said City.

[seal]

Notary Public, State of Texas

After Recording Return to:
City of Lago Vista Planning Dept.
Attn:
5803 Thunderbird Drive
Lago Vista, Texas 78645

EXHIBIT A
PROPERTY DISCRIPTION

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Thence with the common line of this tract and said 60.048 acre tract the following four (4) courses:

- 1) N81°00' 02"W a distance of 806.33 feet to a 1/2" iron rod found;
- 2) S28°33'29"W a distance of 1242.82 feet to a 1/2" iron rod found for the most southerly corner of this tract;
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Thence with the common line of this tract and said 289.40 acre tract the following to (2) courses:

- 1) N28°23'10"E a distance of 3709.31 feet to a 1/2" iron rod found;
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- 3) With a non-tangent curve to the left whose elements are R=348.31 feet, L=78.69 feet whose chord bears N69°10'48"E a distance of 78.52 feet to a 1/2" iron rod set;

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Thence with the west R.O.W. line of said Lohman Ford Road the following six (6) courses:

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6) S25°30'42"E a distance of 250.68 feet to the Point of Beginning and containing 109.4251 acres, more or less.

EXHIBIT B
DEVELOPMENT AND ANNEXATION AGREEMENT OF OCTOBER 21, 2021
[ATTACH]

[illegible]

TO: City of Lago Vista

FROM: Caroline Stewart, AICP
Lora Socarras, AICP-C

SUBJECT: 26-3049-DA-M – Luna Ridge Development Agreement Modification
Planning Review Round 1

DATE: 10/7/2026

Freese and Nichols, Inc. (FNI) has reviewed the 1st submittal documents provided to support the planning permit application **26-3049-DA-M – Luna Ridge Development Agreement Modification**. The comments provided herein shall not be considered all-inclusive and do not relieve the Owner, Developer, Engineer of Record, and/or Surveyor from the due diligence necessary for completion of all aspects of the project according to the City's Ordinances, Regulations, Design and Construction Criteria, and Development Standards.

Note, This review was limited to planning-related items. A legal review and an evaluation of water/wastewater capacity and extension feasibility were not performed. If confirmation of water/wastewater capacity or extension feasibility is required, additional review will be necessary.

Please provide written responses to the following comments. The submittal should be revised to address these comments and resubmitted for approval by the City. If there are any questions or further explanation is required regarding a specific review comment, please do not hesitate to contact us.

Planning Review:

1. Remove the interpretation letter, as it does not pertain to this application.
2. Provide the conditions associated with the minor plat to confirm they do not conflict with or otherwise affect the language of the Development Agreement.

**Inspection Report****Inspection Date:****10/6/2026****8:47:15 PM****PASSED**

**Richard Pham should contact City of Lago Vista at
(512) 267-5259 for further information.**

Project Number	Work Order ID	Inspection ID
26-3049-DA-M	45175658	37440857
Jurisdiction	Inspection type	Inspector
Lago Vista	Plan Review	Ernesto Rios
Customer	Address	Phone
Richard Pham	4300 LOHMANS FORD RD Lago Vista, TX 78645	5126208638
Scheduled	Completed	Uploaded
9/24/2026 12:00:00 AM	10/6/2026 8:47:15 PM	10/6/2026 8:59:19 PM

Details

Public Works has reviewed the proposed Development Agreement Amendment and has no objection to the item moving forward to City Council for consideration. Public Works' review is limited to water and wastewater related items. The extension of the 350 LUE reservation does not constitute approval of the final utility design, metering arrangement, connection configuration, or impact fee calculation. The developer remains responsible for any required water and wastewater extensions, system improvements, upsizing, and project facilities necessary to serve the development. Final water demand, wastewater flow, fire-flow requirements, connection points, metering, and any required off-site improvements shall remain subject to Public Works and engineering review. Public Works also recommends confirmation that adequate water and wastewater capacity remains available to support the 350-LUE reservation through October 21, 2031

You can download this report or request additional inspections at [MGO Connect](#).

For software assistance please call 866.957.3764.

For questions about this inspection please contact your jurisdiction

DEVELOPMENT AND ANNEXATION AGREEMENT

GROSECLOSE TRACT

This Development and Annexation Agreement ("Agreement") is entered into between the CITY OF LAGO VISTA, TEXAS, a home-rule municipality corporation (the "City"), and W LAND DEVELOPMENT MANAGEMENT, LLC, a Texas limited liability company, its successors and assigns (the "Developer"). In this Agreement, City and Developer are sometimes individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

WHEREAS, Developer is acquiring approximately 109.4251 acres of land in Travis County, Texas, located within the extraterritorial jurisdiction ("ETJ") of the City and more particularly described in Exhibit A (the "Property") attached hereto and fully incorporated into this Agreement;

WHEREAS, Developer intends to develop the Property as a multifamily residential development project as provided in this Agreement and generally shown on the Concept Plan attached hereto as Exhibit B ("Concept Plan");

WHEREAS, the Concept Plan depicts the proposed development, including uses, densities, utility and roadway alignments, and width of street rights-of-way, which are subject to change as described in this Agreement (the "Project");

WHEREAS, the Parties desire to establish certain commitments to be imposed and made in connection with the development of the Property; to provide increased certainty to the City and the Developer concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of the Developer and the City, for a period of fifteen years with the ability to extend for an additional fifteen years; and to identify planned Property uses and permitted intensity of development of the Property before and after annexation as provided in this Agreement, as allowed by applicable law including, but not limited to Section 212.172 of the Texas Local Government Code ("Section 212.172"); and

WHEREAS, because of the nature and scope of the Project, the Developer and City desire to enter into this Agreement, which will provide an alternative to the City's regulatory process and ordinances for development to encourage innovative and comprehensive master planning of the Property, provide certainty of regulatory requirements throughout the term of this Agreement, and result in a high-quality community for the benefit of the present and future residents of City and the Project.

NOW, THEREFORE, in exchange for the mutual promises and consideration herein expressed, other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, and subject to the terms and conditions of this Agreement, the Parties agree as follows:

I. DEFINITIONS

Any terms which are used herein, and which are defined in the Lago Vista Code of Ordinances ("City Code"), shall have the meaning ascribed to them in the City Code unless same are expressly defined otherwise in this Agreement and the definition contained herein shall control.

II. PURPOSES, CONSIDERATION AND AUTHORITY

2.01 General Benefits. The Developer will benefit from the certainty and assurance of the development regulations applicable to the development of the Property and by virtue of the services that will be made available to the Property pursuant to the terms of this Agreement. The Developer has voluntarily elected to enter into and accept the benefits of this Agreement and will benefit from: (a) the certainty and assurance of the development and use of the Property in accordance with this Agreement; (b) the establishment of regulations applicable to the development of the Property; and, (c) the water and wastewater services that will be made available to the Property pursuant to the terms of this Agreement. The City will directly benefit from this Agreement by virtue of its control over the development standards for the Property. The Parties expressly confirm and agree that development of the Property will be best accomplished through this Agreement and will substantially advance the legitimate interests of the City. The City, by approval of this Agreement, further finds the execution and implementation of this Agreement is not inconsistent or in conflict with any of the policies, plans, or ordinances of the City.

2.02 Acknowledgement of Consideration. The benefits to the Parties set forth above, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties. The City acknowledges that the Developer will, during the term of this Agreement, proceed with the development of the Property in reliance upon the terms of this Agreement. The City acknowledges and agrees that the enforcement of the terms of this Agreement by any affected Developer would not interfere with or impede the exercise or performance of any governmental function of the City.

2.03 Authority. This Agreement is entered into, in part, under the statutory authority of Section 212.172, which authorizes the City to make written contracts with owners of land establishing lawful terms and considerations that the parties agree to be reasonable, appropriate, and not unduly restrictive of business activities.

III. ANNEXATION MATTERS

3.01 Annexation. The Developer and its heirs, successors or assigns consents to annexation of the Property by the City. The City shall annex at a time to be determined in the best interest of the City, provided, however that the City shall provide Developer at least thirty (30) days' written notice of such annexation. Within thirty (30) days from the date Developer receives such notice, Developer shall submit a request in writing to the City Manager for annexation of the Property in accordance with Subchapter C-3, Chapter 43, Texas Local Government Code. Following receipt of the written request to annex, the Developer and City shall execute the negotiated municipal

services agreement attached as Exhibit C (the "Municipal Services Agreement"). The Property will be annexed into the corporate limits of the City in accordance with the provisions of this Agreement, subject to the discretion of the City Council, and in compliance with the applicable notice and hearing requirements of Chapter 43 of the Texas Local Government Code. The City shall not charge a fee for the annexation and zoning request contemplated herein.

IV. DEVELOPMENT MATTERS

4.01 Applicable Regulations. Except as modified by this Agreement, the Property shall be developed in compliance with the land uses and development standards attributable to the R-4 Multifamily Residential zoning district. Developer shall plan, plat, if applicable, build-out and complete development and infrastructure on the Property in compliance with federal, state, and local laws, ordinances, rules, and regulations as they exist on the Effective Date of this Agreement ("Applicable Regulations"), subject to any amendments to the City Code or as otherwise agreed to by the Parties.

4.02 Phased Development. Developer reserves the right to develop all or a portion of the Project in phases and in accordance with the Concept Plan. City consents to any such phased development and agrees that portions of the Property not under active development or redevelopment may remain in existing uses as provided in this Agreement.

4.03 Concept Plan. Subject to final zoning approval, the City hereby confirms its acceptance of the Concept Plan. Notwithstanding anything in the City Code to the contrary, the Developer shall be entitled to develop the Property in accordance with the Applicable Regulations, the Concept Plan, and this Agreement. Preliminary plats and final plats that comply in all material aspects with the Concept Plan, Applicable Regulations, and state law shall be considered by the Planning and Zoning Commission in accordance with the City's standard procedures. The Concept Plan will be effective for the term of this Agreement, unless otherwise amended or revised by mutual agreement of the Parties.

4.04 Roadway Improvements. The Project will have internal private driveways and roadways for the exclusive use of the Project's owners, residents, tenants, guests, and Developer. All privately maintained roads shall be constructed in compliance with Applicable Regulations, except where the Applicable Regulations and the Highland Lakes Watershed Ordinance conflict, in which case the Highland Lakes Watershed Ordinance shall supersede and control. Developer or the Property Owners' Association created to administer the terms and provisions of any subdivision within the Project shall be responsible for the maintenance and operation of the private driveways or roadways and such maintaining party shall enter into a maintenance agreement with the City prior to project approval for certificate of occupancy. Each entrance into the Project may be gate-controlled with a Knox Box (or similar device) in compliance with fire code standards for emergency access as applicable. Developer will provide Public Access Easements as deemed necessary during the site plan process.

4.05 Land Uses and Densities. The Property will have no more than 350 residential units, consisting of a mixture of single-family residential units and townhome residential units, with amenity areas, parks and open areas in compliance with the City Code, as generally shown on the

Concept Plan. Any trails developed on the Property shall include public access and connect to the areas to be commercially zoned. Notwithstanding the foregoing, the specific Property uses permitted within the residentially zoned areas shall be any of the permitted uses allowed under the R-4 Multifamily Residential zoning district of the City Code, as of the Effective Date of this Agreement. Additionally, the specific Property uses permitted within the commercially zoned areas shall be any of the permitted uses allowed under the C-2 commercial zoning district of the City Code, as of the Effective Date of this Agreement. The specific sizes of the units as reflected on the Concept Plan are intended for illustrative purposes only and may be modified by the Developer on the final plats for the Property, provided that the Developer complies with the minimum size requirements attributable to the zoning designation, as may be modified by the parties.

4.06 PDD (Planned Development District). It is the intent of the Developer to zone the Property as PDD (Planned Development District) with the base zoning classifications of R-4 Multifamily Residential and C-2 commercial zoning districts as consistent with this Agreement, the Concept Plan, and as reflected in the Municipal Service Agreement attached hereto as Exhibit C. The zoning of the Property as provided herein concurrently with the annexation of the Property shall be incorporated into the Municipal Services Agreement pursuant to Section 43.0672 of the Texas Local Government Code and shall be subject to the process, notices, hearings and procedures applicable to all other properties within the City. The zoning process shall be commenced following execution of the Municipal Services Agreement where the parties agree to the terms of services to be provided as described in Section 3 of the Municipal Services Agreement and upon receipt of a zoning application that complies with this Agreement and the Applicable Regulations, provided that the City Council will not take final action on the zoning application until the Property is annexed into the city limits. Pursuant to Section 212.172(b)(8) of the Texas Local Government Code, the City agrees that the Property uses, development, and development intensity shown on and allowed in the Concept Plan and in this Agreement shall be allowed for the Property after annexation. If the City determines that the PDD is not the appropriate zoning classification for the Property, then Developer may seek disannexation of the Property for failure to provide services contained within the Municipal Services Agreement pursuant to Section 43.0672 of the Texas Local Government Code.

4.07 Amendments. Due to the fact that the Project may occur in phases, Developer may make variations on any preliminary plat, final plat, or the Concept Plan that do not represent a major change, in the reasonable discretion of Developer, to the density or land uses from that approved by this Agreement ("Minor Amendments"). Minor Amendments, including modifications of street alignments or changes in lot or tract lines, shall be reviewed for approval by the Development Services Department Director or City Engineer and will not require an amendment to Concept Plan, an amendment to this Agreement or City Council approval. Any changes that do not constitute a Minor Amendments in this subsection are referred to herein as Major Amendments. Major Amendments must be consistent with the terms of this Agreement and will be subject to review and approval by the City Council, which will not be unreasonably withheld, conditioned or delayed.

4.08 Plat Approvals. Final plats shall be approved if they are consistent with the preliminary plat and meet the Applicable Regulations.

4.09 Building Code Compliance. Except for any structures associated with the continued Property uses authorized in this Agreement that may be located on the Property, permanent structures constructed on the Property shall comply with the International Residential Code (2015) ("IRC") in effect in the City as of the Effective Date of this Agreement, subject to any amendments to the IRC. Such code compliance as it applies to the Property and structures constructed on the Property shall be limited to health and safety issues which apply uniformly to all other Property within the corporate limits of City. The Developer shall comply with all applicable Texas Accessibility Standards and, as required and applicable under Texas Department of License Regulation ("TDLR") regulations, submit to TDLR for review and approval of the project, and provide the City with the City's requested documentation of this review and approval. Unless otherwise required by the traffic impact analysis for the Project ("TIA"), Developer agrees not to construct any paving, structures, or similar improvements in the existing or future Lohman Ford and Boggy Ford rights-of-way.

4.10 Agricultural Exemption. For a period of up to eighteen (18) months from the date of the Property's annexation, Developer reserves the right to keep and maintain animals on the Property for purposes of maintaining its agricultural tax exemption.

V. UTILITIES

5.01 Water and Wastewater Utilities. City agrees to make three-hundred and fifty (350) water and wastewater LUEs available to the Project for a period of five (5) years. In the event not all LUEs are used, then the Developer shall forfeit fifty percent (50%) of the remaining unused LUEs and any LUEs not utilized by year ten (10) of this Agreement shall be fully forfeited. The City may temporarily divert any unused LUE capacity to other developments under contract with the City or as the City deems it beneficial to do so. Prior to receiving a construction site permit, Developer will submit an application to obtain the necessary filings with the Texas Commission on Environmental Quality ("TCEQ") so that the City may expand its certificates of convenience and necessity ("CCN") for water and wastewater service. The Property is not included in the CCN application pending as of the Effective Date of this Agreement. The Developer shall file a petition with the City to file for an amendment to the City's CCN to include the Property and the Developer shall pay all associated fees. The City shall actively pursue approval of the CCN Amendment.

5.02 Project Facilities. The Parties agree and acknowledge that a water line and wastewater line are located near the Property at the corner of Lohman Ford and Boggy Ford; and the water and wastewater lines are available and sufficient to serve the Property with adequate utility services ("Existing Lines"). Developer and City agree and acknowledge that the already constructed Existing Lines may require oversizing or other improvements in order to serve the Property and City may require Developer to contribute to the cost of such up-sizing. Developer shall design, construct, and install all required on-site and off-site water and wastewater facilities necessary for the delivery of water service and wastewater service from the Existing Lines to the Property and within the Property (the "Project Facilities") in compliance with the applicable regulations, the plans and specifications approved by the City, and good engineering practices. Developer shall design, construct and install the Project Facilities at Developer's sole cost and expense. Notwithstanding anything herein to the contrary, all utilities within the Property that serve the Project shall be privately maintained by either the Developer or the Property Owners' Association

created to administer the terms and provisions of any subdivision within the Project, and such maintaining party shall enter into a maintenance agreement with the City regarding the maintenance of the utilities.

VI. DEVELOPMENT STANDARDS AND REVIEW PROCESS

6.01 Applicable Regulations. Subject to the terms of this Agreement, the Applicable Regulations shall govern the development of the Project.

6.02 Development Standards. Subject to final zoning approval, City hereby accepts the Concept Plan and acknowledges that if those standards are in conflict with any City codes, ordinances or requirements, the more permissive of this Agreement and the Concept Plan shall prevail.

6.03 Development Review and Submittal Process. Subject to and except as modified by the terms of this Agreement, applications for development of the Project shall be submitted and reviewed in accordance with City's standard development review application procedures, and procedures that are applicable to all other developments within City as of the Effective Date of this Agreement.

6.04 Resolution of Conflicts. Notwithstanding anything in this Agreement to the contrary, the following hierarchy shall apply in resolving conflicts between development requirements: (i) the Concept Plan, (ii) this Agreement, and (iii) the Applicable Regulations.

VII. AUTHORITY AND VESTING OF RIGHTS

7.01 Vesting of Rights. The City acknowledges the importance to the Developer of having certainty and predictability of development regulations while planning and implementing the Project. As a result, Developer has the vested authority to develop its Property in accordance with this Agreement. Developer shall be deemed vested from the Effective Date throughout the term of this Agreement for the Applicable Regulations. This Agreement shall constitute the first application in a series of applications and as a "permit" for purposes of vesting as contemplated in Chapter 245 of the Texas Local Government Code solely with respect to the terms of this Agreement. To the extent any of the Applicable Regulations are in conflict with any current or future City codes, ordinances or requirements, the Applicable Regulations shall prevail.

VIII. TERM, ASSIGNMENT AND REMEDIES

8.01 Term. The term of this Agreement will commence on the Effective Date and continue for fifteen (15) years, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of City and the Developer. This Agreement may be extended for an additional fifteen (15) years upon a showing of progress toward completion by the Developer. Following the initial term and any extension, upon the expiration of this Agreement, any and all rights pursuant to this Agreement shall expire; provided this Agreement will terminate and expire earlier if: (a) Developer defaults in the performance of this Agreement and the default is not timely cured as provided in this Agreement; (b) Developer defaults in the performance of any other

contract or agreement between the Parties regarding or applicable to the development of the Property and the default is not timely cured within the time provided for cure in this Agreement; or (c) the Property is fully developed and built-out by Developer.

8.02 Termination and Amendment by Agreement. This Agreement may be terminated or amended at any time by mutual written consent of City and the Developer.

8.03 Assignment

(a) The terms of this Agreement will run with the Property and will be binding upon the Developer and their permitted assigns, and shall survive judicial or non-judicial foreclosure, for so long as it remains in effect.

(b) The City may not assign this Agreement without the prior written consent of the Developer.

(c) Developer's rights and obligations under this Agreement may be assigned by Developer to one or more purchasers of all or part of the Property; provided, the City Council must first be notified of any such assignment by the Developer of this Agreement including the assignment of any right or duty of the Developer pursuant to this Agreement.

(d) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot or dwelling unit within the Property, nor is it intended to confer upon such person the status of a third party beneficiary.

8.04 Default and Remedies

(a) If the City defaults under this Agreement and fails to cure the default within the applicable period, Developer may, at its sole election, (i) terminate the Agreement and be relieved from any and all obligations under this Agreement, in which event the City shall be obligated to disannex the Property, (ii) if the City fails to initiate the zoning process as contemplated in the Agreement pursuant to its zoning discretion, Developer may seek disannexation for failure of the City to provide municipal services pursuant to the negotiated Municipal Services Agreement, (iii) enforce the Agreement by seeking specific performance and/ or a writ of mandamus from a Travis County District Court, as available under applicable law, and/ or (iv) seek any and all other remedies available at law or in equity. Developer's foregoing remedies for a default by the City are cumulative. Prior to exercising its remedies hereunder, Developer shall give notice setting forth the event of default ("Notice") to the City. If City fails to cure any alleged default within a reasonable period of time, not less than forty-five (45) days after the date of the Notice, and thereafter to diligently pursue such cure to completion, Developer may exercise its remedies for default.

(b) If Developer defaults under this Agreement, City shall give written Notice to such Developer. If the Developer fails to commence the cure of an alleged default specified in the Notice within a reasonable period of time, not less than forty-five (45) days after the date of the Notice, and thereafter to diligently pursue such cure to completion, City may seek injunctive relief from a court of proper jurisdiction and/or terminate this Agreement.

(c) If either Party defaults, the prevailing Party in the dispute will be entitled to recover from the non-prevailing Party its reasonable attorney's fees, expenses and court costs in connection with any original action, any appeals, and any post judgment proceedings to collect or enforce a judgment.

8.05 Cooperation

(a) City and the Developer each agree to cooperate with each other as may be reasonably necessary to carry out the intent of this Agreement, including but not limited to the execution of such further documents as may be reasonably necessary.

(b) City agrees to coordinate with Developer at Developer's expense, in connection with any permits or approvals any Developer may need or desire from Travis County, TCEQ, United States Fish & Wildlife Service or any other regulatory authority in order to carry out the Project.

(c) In the event of any third party lawsuit or other claim relating to the validity of this Agreement, the City and the Developer agree to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

(d) Any Developer or City may initiate mediation on any issues in dispute and the other Party shall participate in good faith. The cost of mediation shall be a joint expense.

IX. MISCELLANEOUS PROVISIONS

9.01 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected, and this Agreement will be construed as if the invalid portion had never been contained herein.

9.02 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

9.03 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

9.04 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Travis County, Texas.

9.05 Notices. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it with Federal Express or another delivery service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (ii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice given in any manner will be effective when received. For purposes of notice, the addresses of the Parties will, until changed as provided below, be as follows:

CITY: City of Lago Vista
Attn: City Manager
5803 Thunderbird Drive
Lago Vista, Texas 78645
Email: tracie.hlavinka@lago-vista.org

with copy to: City Attorney
5803 Thunderbird Drive
Lago Vista, Texas 78645
Email: erin.selvera@lago-vista.org

DEVELOPER: W Land Development Management, LLC
Attn: Kyle Spicer
9600 N. Mopac Expressway, Ste 250
Austin, Texas 78759
Email: kyle@wlanddevelopment.com

with copy to: Winstead, PC
Attn: Mark Grobmyer
401 Congress Ave, Suite 2100
Austin, Texas 78701
Email: mgrobmyer@winstead.com

The Parties may change their respective addresses to any other address and their respective successors and assigns names and addresses within the United States of America by giving at least five (5) days' written notice to the other Parties. Any Party may, by giving at least five (5) days' written notice, designate additional parties to receive copies of notices under this Agreement.

9.06 Time of the Essence. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

9.07 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and all applicable City ordinances. The Developer hereby certify, represent, and warrant that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of the Developer.

9.08 Effective Date; Recordation. This Agreement shall be effective on the latest date accompanying the signature lines below ("Effective Date"). This Agreement, or a Memorandum of Agreement signed by both parties, shall be recorded in the Official Public Records of Travis County, Texas within sixty (60) days of the Effective Date at Developer's expense.

9.09 Counterparts. This Agreement may be executed simultaneously in one or more counterparts (including, without limitation, counterparts transmitted by facsimile or other electronic means

(e.g., .PDF via email)), each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

9.10 Exhibits. The following exhibits are attached to this Agreement and incorporated herein by reference:

- EXHIBIT A Property
- EXHIBIT B Concept Plan
- EXHIBIT C Municipal Services Agreement

[SIGNATURE PAGES FOLLOW]

EXECUTED to be effective on the Effective Date.

CITY:

CITY OF LAGO VISTA, TEXAS,
a home-rule municipality corporation

By: Ed Tidwell
Printed Name: Ed Tidwell
Title: Mayor

THE STATE OF TEXAS

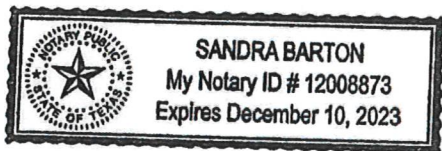
§

COUNTY OF Tarrant §

This instrument was acknowledged before me on the 27 day of October, 2021, by Ed Tidwell, Mayor of City of Lago Vista, Texas, a home-rule municipality corporation, on behalf of said corporation.

Sandra Barton
Notary Public, State of Texas

[seal]



DEVELOPER:

W LAND DEVELOPMENT MANAGEMENT, LLC,
a Texas limited liability company

DocuSigned by:
By: Tingfu Qiao
Printed Name: Tingfu Qiao
Title: Manager

THE STATE OF TEXAS

§
§

COUNTY OF Travis §

This instrument was acknowledged before me on the 17th day of November, 2021, by Tingfu Qiao, _____ of W LAND DEVELOPMENT MANAGEMENT, LLC, a Texas limited liability company, on behalf of said company.

[seal]

Elizabeth Ann Manzutto
Notary Public, State of Texas

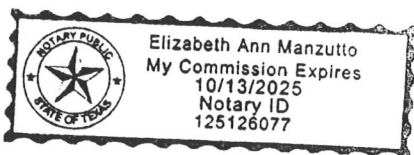


EXHIBIT A**PROPERTY**

FIELD NOTES FOR 109.4251 ACRES OUT OF THE RICHARD CRAIG SURVEY NO. 1867, A-2754 AND THE DALLAS AND WICHITA RAILROAD SURVEY NO. 99, A-247 IN TRAVIS COUNTY, TEXAS AND BEING THE SAME TRACT CONVEYED TO LINDA GROSECLOSE 1998 INTERVIVOS TRUST AND LINDA GROSECLOSE ET AL BY DEED RECORDED IN DOCUMENT NO. 2002229115, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 109.4251 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the Southwesterly R.O.W. line of Lohman Ford Road, being the most northerly corner of a 60.048 acre tract conveyed to Michael and Mary Cadigan by deed recorded in Document No. 2000123186, Official Public Records, Travis County, Texas, for the most easterly corner of this tract and the **POINT OF BEGINNING**:

THENCE with the common line of this tract and said 60.048 acre tract the following four (4) courses:

- 1) **N81°00'02"W** a distance of **806.33** feet to a 1/2" iron rod found;
- 2) **S28°33'29"W** a distance of **1242.82** feet to a 1/2" iron rod found for the most southerly corner of this tract;
- 3) **N62°09'19"W** a distance of **1187.90** feet to a 1/2" iron rod found;
- 4) **S28°27'31"W** a distance of **99.96** feet to a 1/2" iron rod found in the north line of a 17.953 acre tract conveyed to Old Farm Property Owners Association by deed recorded in Document No. 2015053192, Official Public Records, Travis County, Texas, for the most southerly southwest corner of this tract.

THENCE **N62°00'37"W** with the common line of this tract and said 17.953 acre tract a distance of **88.34** feet to an iron pipe found in the east line of a 289.40 acre tract conveyed to Travis Meadow LP by deed recorded in Document No. 2006125525, Official Public Records, Travis County, Texas, for the most westerly Southwest corner of this tract.

THENCE with the common line of this tract and said 289.40 acre tract the following two (2) courses:

- 1) **N28°23'10"E** a distance of **3709.31** feet to a 1/2" iron rod found;
- 2) **N42°20'16"E** a distance of **108.81** feet to a 1/2" iron rod found in the southerly R.O.W. line of Boggy Ford Road;

THENCE with the southerly R.O.W. line of said Boggy Ford Road and the north line of this tract the following four (4) courses:

- 1) With a curve to the left whose elements are $R = 242.46$ feet, $L = 25.73$ feet whose chord bears **N84°45'29"E** a distance of **25.72** feet to a 1/2" iron rod found;
- 2) With a curve to the left whose elements are $R = 120.24$ feet, $L = 66.36$ feet whose chord bears **N65°43'11"E** a distance of **65.52** feet to a 1/2" iron rod set.

- 3) With a non-tangent curve to the left whose elements are $R = 348.31$ feet, $L = 78.69$ feet whose chord bears $N69^{\circ}10'48''E$ a distance of 78.52 feet to a $\frac{1}{2}$ " iron rod set;
- 4) $N62^{\circ}43'04''E$ a distance of 25.72 feet to a $\frac{1}{2}$ " iron rod set at the intersection of the southerly R.O.W. line of said Boggy Ford Road and the West R.O.W. line of said Lohman Ford Road, for the northeast corner of this tract;

THENCE with the west R.O.W. line of said Lohman Ford Road the following six (6) courses

- 1) $S27^{\circ}17'12''E$ a distance of 536.92 feet to a nail found;
- 2) $N62^{\circ}43'44''E$ a distance of 15.06 feet to a $\frac{1}{2}$ " iron rod found;
- 3) With a curve to the right whose elements are $R = 1030.52$ feet, $L = 513.05$ feet whose chord bears $S12^{\circ}59'19''E$ a distance of 507.77 feet to a $\frac{1}{2}$ " iron rod found;
- 4) $S01^{\circ}16'24''W$ a distance of 1317.51 feet to a $\frac{1}{2}$ " iron rod found;
- 5) With a curve to the left whose elements are $R = 990.25$ feet, $L = 461.54$ feet whose chord bears $S12^{\circ}05'56''E$ a distance of 457.37 feet to a $\frac{1}{2}$ " iron rod found;
- 6) $S25^{\circ}30'42''E$ a distance of 250.68 feet to the **POINT OF BEGINNING** and containing 109.4251 acres, more or less.

BEARING BASIS IS TEXAS STATE PLANE COORDINATES (NAD 83), TEXAS CENTRAL ZONE (4203)

I hereby certify that the foregoing field notes are based on a survey on the ground, under my supervision and are true and correct to the best of my knowledge and belief

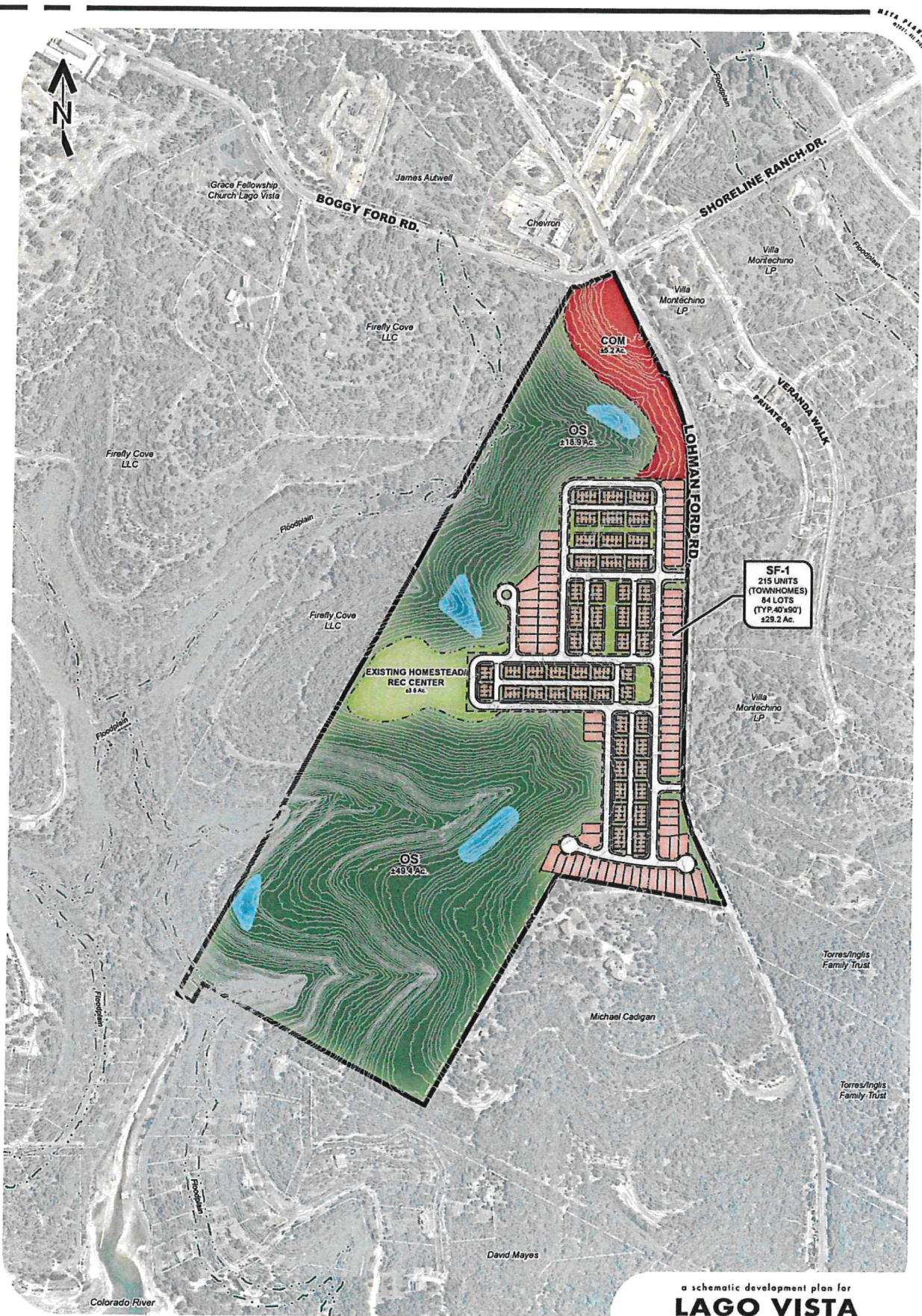
Witness my hand and seal July 30, 2017
Revised March 19, 2018

Herman Crichton, R.P.L.S. 4046
17_135

EXHIBIT B

CONCEPT PLAN

[BEGINS ON NEXT PAGE]



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

TOTAL 299 UNITS

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

OPTION **E**



SCALE
1"=100'

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

MTA-53015
AUGUST 10, 2021

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. THIS DRAWING IS A SCANNER IMAGE ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING + DESIGN MAY OR MAY NOT INTEGRATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO THE TOPICS OF ENGINEERING AND SURVEYING, HYDROGRAPHY, AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

© 2021 META PLANNING + DESIGN. ALL RIGHTS RESERVED

EXHIBIT C

MUNICIPAL SERVICE PLAN

MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF LAGO VISTA, TEXAS AND W LAND DEVELOPMENT, LLC

This Municipal Services Agreement ("Agreement") is entered into on this 21st day of October 2021 by and between the City of Lago Vista, Texas, a home rule municipality of the State of Texas, ("City") and W Land Development Management, LLC., a Texas limited liability company, ("Owner"). In this Agreement, City and Owner are sometimes individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

The Parties agree that the following recitals are true and correct and form the basis upon which the Parties have entered into this Agreement.

WHEREAS, Owner owns certain parcels of land situated in Travis County, Texas, which consists of approximately 109.4251 acres of land situated in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("Property");

WHEREAS, Owner has entered into a Development and Annexation Agreement with the City pursuant to Section 212.172 of Texas Local Government Code ("Development Agreement"), requesting full-purpose annexation of the Property.

WHEREAS, City and Owner desires to set out the City services to be provided for the Property on or after the effective date of annexation.

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

- 1. PROPERTY.** This Agreement is only applicable to the Property, more specifically described in Exhibit A.
- 2. INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
- 3. MUNICIPAL SERVICES.** Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable City ordinances, the approved Development Agreement executed by the City Manager on the 27th day of October 2021, and all approved rules, regulations, and policies.

The City hereby declares the following services to be made available to the Property and its Owner(s):

- a. **Police Services.** The City provides municipal police protection through a City Police Department and will provide the service to the area once annexed.
- b. **Fire Services.** The City does not provide municipal fire services, but this area is served by the Travis County Emergency Services District for fire services and fire prevention activities.
- c. **Building Inspection/Code Enforcement Services.** The Building Inspection Department will provide Code Enforcement Services upon annexation.
- d. **Libraries.** Lago Vista Public Library provides library services.
- e. **Environmental Health & Health Code Enforcement.** Complaints of ordinance or regulation violations within this area will be answered and investigated by City personnel, beginning with the effective date of the annexation ordinance.
- f. **Planning & Zoning.** The planning and zoning jurisdiction of the City will be extended to this area on the effective date of the annexation ordinance. Pursuant to the Development Agreement, the Parties anticipate and desire for the Property to be zoned PDD (Planned Development District) following the effective date of the annexation ordinance and in accordance with the process and procedures applicable to all other properties within the City. All services provided by the City will be extended to the area on the effective date of the annexation ordinance.
- g. **Parks and Recreation.** All services and amenities associated with the City's Parks and Recreation activities will extend to this area on the effective date of the annexation ordinance.
- h. **Street and Drainage Maintenance.** The Owner or the Property Owners' Association created to administer the terms and provisions of any subdivision within the Property will provide street and drainage maintenance to the private streets in the area Property.
- i. **Street Lighting.** The City will provide street lighting to the area in any public right-of-way in accordance with standard City Policy as the area develops. The City will not provide street lighting on private roads within the development.
- j. **Traffic Engineering.** The City will review, as appropriate, street names signs, traffic control devices, and other traffic system design improvements to the area.
- k. **Sanitation/Solid Waste Collection & Disposal.** The City does not directly provide municipal sanitation/solid waste collection and disposal services. However, the City has granted an exclusive franchise for these services to Progressive Waste Solutions of TX d/b/a Waste Connections of Texas, which will be notified of all newly annexed parcels.
- l. **Utilities.** All utilities within the Property that serve the Property shall be privately maintained by either the Owner or the Property Owners' Association created to administer the

terms and provisions of any subdivision within the Property, and such maintaining party shall enter into a maintenance agreement with the City regarding the maintenance of the utilities.

m. **Miscellaneous.** All other applicable municipal services will be provided to the area in accordance with policies established by the City. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

4. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement.

5. **SEVERABILITY.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

6. **INTERPRETATION.** The Parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The Parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

7. **GOVERNING LAW AND VENUE.** This Agreement and all the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Travis County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Travis County, Texas.

8. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

9. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

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

11. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

12. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND. This Agreement is binding on and inures to the benefit of the Parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

13. ENTIRE AGREEMENT. It is understood and agreed that this Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements or understandings between the Parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

[SIGNATURE PAGES FOLLOW]

EXECUTED as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY:

CITY OF LAGO VISTA, TEXAS,
a home-rule municipality corporation

By: Tracie Hlavinka
Printed Name: Tracie Hlavinka
Title: City Manager

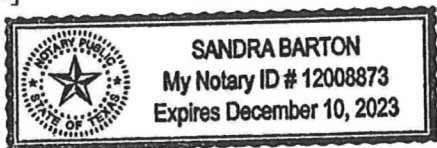
THE STATE OF TEXAS

COUNTY OF Texas §
§

This instrument was acknowledged before me on the 27 day of October, 2021, by Tracie Hlavinka, City Manager of City of Lago Vista, Texas, a home-rule municipality corporation, on behalf of said corporation.

[seal]

Sandra Barton
Notary Public, State of Texas



OWNER:

W LAND DEVELOPMENT MANAGEMENT, LLC,
a Texas limited liability company

DocuSigned by:

By: Tingfu Qiao
 CC2762B501DA4B3
 Printed Name: Tingfu Qiao
 Title: Manager

THE STATE OF TEXAS

§

COUNTY OF Texas §

This instrument was acknowledged before me on the 17th day of November,
 2021, by Tingfu Qiao of W LAND DEVELOPMENT
MANAGEMENT, LLC, a Texas limited liability company, on behalf of said company.

[seal]

Elizabeth Ann Manzutto
 Notary Public, State of Texas

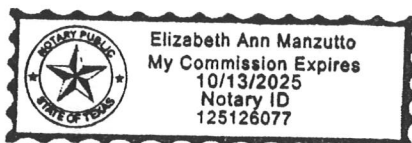


EXHIBIT A PROPERTY

FIELD NOTES FOR 109.4251 ACRES OUT OF THE RICHARD CRAIG SURVEY NO. 1867, A-2754 AND THE DALLAS AND WICHITA RAILROAD SURVEY NO. 99, A-247 IN TRAVIS COUNTY, TEXAS AND BEING THE SAME TRACT CONVEYED TO LINDA GROSECLOSE 1998 INTERVIVOS TRUST AND LINDA GROSECLOSE ET AL BY DEED RECORDED IN DOCUMENT NO. 2002229115, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 109.4251 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the Southwesterly R.O.W. line of Lohman Ford Road, being the most northerly corner of a 60.048 acre tract conveyed to Michael and Mary Cadigan by deed recorded in Document No. 2000123186, Official Public Records, Travis County, Texas, for the most easterly corner of this tract and the **POINT OF BEGINNING**:

THENCE with the common line of this tract and said 60.048 acre tract the following four (4) courses:

- 1) **N81°00'02"W** a distance of **806.33** feet to a 1/2" iron rod found;
- 2) **S28°33'29"W** a distance of **1242.82** feet to a 1/2" iron rod found for the most southerly corner of this tract.
- 3) **N62°09'19"W** a distance of **1187.90** feet to a 1/2" iron rod found;
- 4) **S28°27'31"W** a distance of **99.96** feet to a 1/2" iron rod found in the north line of a 17.953 acre tract conveyed to Old Farm Property Owners Association by deed recorded in Document No. 2015053192, Official Public Records, Travis County, Texas, for the most southerly southwest corner of this tract;

THENCE **N62°00'37"W** with the common line of this tract and said 17.953 acre tract a distance of **88.34** feet to an iron pipe found in the east line of a 289.40 acre tract conveyed to Travis Meadow LP by deed recorded in Document No. 2006125525, Official Public Records, Travis County, Texas, for the most westerly Southwest corner of this tract.

THENCE with the common line of this tract and said 289.40 acre tract the following two (2) courses:

- 1) **N28°23'10"E** a distance of **3709.31** feet to a 1/2" iron rod found;
- 2) **N42°20'16"E** a distance of **108.81** feet to a 1/2" iron rod found in the southerly R.O.W. line of Boggy Ford Road;

THENCE with the southerly R.O.W. line of said Boggy Ford Road and the north line of this tract the following four (4) courses:

- 1) With a curve to the left whose elements are $R = 242.46$ feet, $L = 25.73$ feet whose chord bears **N84°45'29"E** a distance of **25.72** feet to a 1/2" iron rod found;
- 2) With a curve to the left whose elements are $R = 120.24$ feet, $L = 66.36$ feet whose chord bears **N65°43'11"E** a distance of **65.52** feet to a 1/2" iron rod set.

- 3) With a non-tangent curve to the left whose elements are $R = 348.31$ feet, $L = 78.69$ feet whose chord bears $N69^{\circ}10'48''E$ a distance of 78.52 feet to a $\frac{1}{2}$ " iron rod set;
- 4) $N62^{\circ}43'04''E$ a distance of 25.72 feet to a $\frac{1}{2}$ " iron rod set at the intersection of the southerly R.O.W. line of said Boggy Ford Road and the West R.O.W. line of said Lohman Ford Road, for the northeast corner of this tract;

THENCE with the west R.O.W. line of said Lohman Ford Road the following six (6) courses

- 1) $S27^{\circ}17'12''E$ a distance of 536.92 feet to a nail found;
- 2) $N62^{\circ}43'44''E$ a distance of 15.06 feet to a $\frac{1}{2}$ " iron rod found;
- 3) With a curve to the right whose elements are $R = 1030.52$ feet, $L = 513.05$ feet whose chord bears $S12^{\circ}59'19''E$ a distance of 507.77 feet to a $\frac{1}{2}$ " iron rod found;
- 4) $S01^{\circ}16'24''W$ a distance of 1317.51 feet to a $\frac{1}{2}$ " iron rod found;
- 5) With a curve to the left whose elements are $R = 990.25$ feet, $L = 461.54$ feet whose chord bears $S12^{\circ}05'56''E$ a distance of 457.37 feet to a $\frac{1}{2}$ " iron rod found;
- 6) $S25^{\circ}30'42''E$ a distance of 250.68 feet to the **POINT OF BEGINNING** and containing 109.4251 acres, more or less.

BEARING BASIS IS TEXAS STATE PLANE COORDINATES (NAD 83), TEXAS CENTRAL ZONE (4203)

I hereby certify that the foregoing field notes are based on a survey on the ground, under my supervision and are true and correct to the best of my knowledge and belief

Witness my hand and seal July 30, 2017
Revised March 19, 2018

Herman Crichton, R.P.L.S. 4046
17_135

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Special Warranty Deed

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

Date: Effective as of November 23, 2021

Grantor: Linda L. Groseclose, as the Trustee of the Linda L. Groseclose 1998 Intervivos Trust and Luna-Groseclose, Ltd., A Texas limited partnership

Grantee: WB Lago Vista Land LLC, a Texas limited liability company

Grantee's Mailing Address: 5210 Spruce St., Bellaire, TX 77401

Consideration: Ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged.

Property (including any improvements): That certain real property more particularly described on the attached Exhibit "A", incorporated by reference for all purposes (the "Land"), including any improvements thereon, together with all of Grantor's right, title and interest, if any, in (a) all development rights, entitlements, utility commitments, water and wastewater taps and connection rights, if any, each to the extent relating to the Land and transferable, (b) all streets, easements, alleys, rights of way, strips, gores and roadways in, upon and bounding the Land, and (c) all minerals in, on or under the Land.

Exceptions to Conveyance and Warranty: This conveyance is made and accepted subject to the matters listed on Exhibit "B" attached hereto and made a part hereof for all purposes (the "Permitted Exceptions"). The Property is being conveyed in its "As-Is, Where Is" condition.

Taxes: Ad valorem taxes for the year 2021 have been prorated between Grantor and Grantee through the date hereof and Grantee expressly assumes the payment of such taxes for such year and all subsequent years.

Conveyance: Grantor, for the Consideration and subject to the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's

heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

[Signature Pages Follow]

Linda L. Groseclose, Trustee

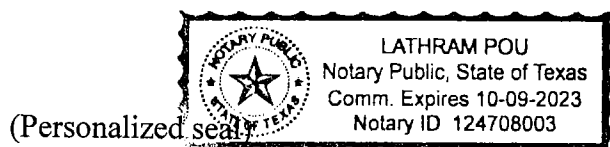
Linda L. Groseclose, as the Trustee of the Linda L. Groseclose 1998 Intervivos Trust

Luna-Groseclose, Ltd., a Texas limited partnership

By: *Linda L. Groseclose, Gen. Partner*
Linda L. Groseclose, General Partner

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on November 17, 2021, by Linda L. Groseclose, as the Trustee of the Linda L. Groseclose 1998 Intervivos Trust.

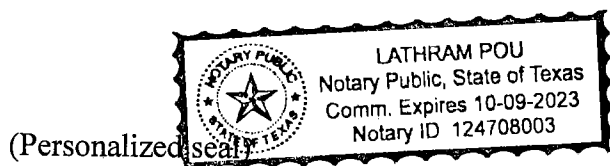


[Signature]

Notary Public's Signature

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on November 17, 2021, by Linda L. Groseclose, as the General Partner of Luna-Groseclose, Ltd., a Texas limited partnership, on behalf of such Limited partnership.



[Signature]

Notary Public's Signature

After recording return to:

WB Lago Vista Land LLC
5210 Spruce St.
Bellaire, TX 77401

Exhibit A
Legal Description

Beginning at a 1/2" iron rod found in the Southwesterly R.O.W. line of Lohman Ford Road, being the most northerly corner of a 60.048 acre tract conveyed to Michael and Mary Cadigan by deed recorded in Document No. 2000123186, Official Public Records, Travis County, Texas, for the most easterly corner of this tract and the Point of Beginning:

Thence with the common line of this tract and said 60.048 acre tract the following four (4) courses:

- 1) N81°00' 02"W a distance of 806.33 feet to a 1/2" iron rod found;
- 2) S28°33'29"W a distance of 1242.82 feet to a 1/2" iron rod found for the most southerly corner of this tract;
- 3) N62°09'19"W a distance of 1187.90 feet to a 1/2" iron rod found;
- 4) S28°27'31"W a distance of 99.96 feet to a 1/2" iron rod found in the north line of a 17.953 acre tract conveyed to Old Farm Property Owners Association by deed recorded in Document No. 2015053192, Official Public Records, Travis County, Texas, for the most southerly southwest corner of this tract;

Thence N62°00'37"W with the common line of this tract and said 17.953 acre tract a distance of 88.34 feet to an iron pipe found in the east line of a 289.40 acre tract conveyed to Travis Meadow LP by deed recorded in Document No. 2006125525, Official Public Records, Travis County, Texas, for the most westerly Southwest corner of this tract;

Thence with the common line of this tract and said 289.40 acre tract the following to (2) courses:

- 1) N28°23'10"E a distance of 3709.31 feet to a 1/2" iron rod found;
- 2) N42°20'16"E a distance of 108.81 feet to a 1/2" iron rod found in the southerly R.O.W. line of Boggy Ford Road;

Thence with the southerly R.O.W. line of said Boggy Ford Road and the north line of this tract the following four (4) courses:

- 1) With a curve to the left whose elements are R=242.46 feet, L=25.73 feet whose chord bears N84°45'29"E a distance of 25.72 feet to a 1/2" iron rod found;
- 2) With a curve to the left whose elements are R=120.24 feet, L=66.36 feet whose chord bears N65°43'11"E a distance of 65.52 feet to a 1/2" iron rod set;
- 3) With a non-tangent curve to the left whose elements are R=348.31 feet, L=78.69 feet whose chord bears N69°10'48"E a distance of 78.52 feet to a 1/2" iron rod set;

4) N62°43'04"E a distance of 25.72 feet to a 1/2" iron rod set at the intersection of the southerly R.O.W. line of said Boggy Ford Road and the West R.O.W. line of said Lohman Ford Road, for the northeast corner of this tract;

Thence with the west R.O.W. line of said Lohman Ford Road the following six (6) courses:

- 1) S27°17'12"E a distance of 536.92 feet to a nail found;
- 2) N62°43'44"E a distance of 15.06 feet to a 1/2" iron rod found;
- 3) With a curve to the right whose elements are R=1030.52 feet, L=513.05 feet whose chord bears S12°59'19"E a distance of 507.77 feet to a 1/2" iron rod found;
- 4) S01°16'24"W a distance of 1317.51 feet to a 1/2" iron rod found;
- 5) With a curve to the left whose elements are R=990.25 feet, L=461.54 feet whose chord bears S12°05'56"E a distance of 457.37 feet to a 1/2" iron rod found;
- 6) S25°30'42"E a distance of 250.68 feet to the Point of Beginning and containing 109.4251 acres, more or less.

Exhibit B
Permitted Exceptions

1. Easement granted to Pedernales Electric Cooperative, Inc. as set forth in instrument filed for record in Volume 829, Page 247, Deed Records of Travis County, Texas, and being described and located therein.
2. Easement granted to as set forth in instrument filed for record in Volume 10103, Page 378, Deed Records of Travis County, Texas, and being described and located therein. Said Easement having been affected by Release of Easement filed for record in Volume 12956, Page 1968, Deed Records of Travis County, Texas.
3. Right of Entry, Possession and Construction Easement as set forth in instrument filed for record under Travis County Clerk's File No. in Volume 11174, Page 701, Deed Records of Travis County, Texas, and being described and located therein.
4. Easements as set forth in instrument filed for record in Volume 11223, Page 1525, Deed Records of Travis County, Texas.
5. Drainage Easement granted to Travis County as set forth in instrument filed for record in Volume 11223, Page 1534, Deed Records of Travis County, Texas, and being described and located therein.
6. Lateral Support Easement granted to Travis County as set forth in instrument filed for record in Volume 11223, Page 1540, Deed Records of Travis County, Texas, and being described and located therein.
7. Easements as set forth in instrument filed for record in Volume 12956, Page 1943, Deed Records of Travis County, Texas.
8. Easement as set forth in instrument filed for record in Volume 12956, Page 1960, Deed Records of Travis County, Texas, and being described and located therein.
9. Terms, conditions, stipulations, and provisions contained in Joint Access Agreement as set out in instrument filed for record under Travis County Clerk's File No. 2000123188.
10. All the oil, gas and other minerals, and all other elements not considered a part of the surface estate, the royalties, bonuses, rentals and all other rights in connection with same all of which are expressly excepted therefrom and not insured hereunder, as the same are set forth in instrument(s) filed for record in Volume 847, Page 283, Deed Records of Travis County, Texas.



August 28, 2026

City of Lago Vista
5803 Thunderbird Street
Lago Vista, TX 78645

To whom it may concern:

We appreciate the opportunity to present the Luna Ridge Development Agreement Amendment on the behalf of our client, WB Lago Vista Land, LLC. The Luna Ridge Subdivision is a 109.52 acre "Site" to be developed into single-family homesites, townhomes, a commercial site, and dedicated open spaces. The project property is located southwest of the Lohman Ford Rd and Boggy Ford Rd intersection in Lago Vista, TX, inside the jurisdiction of the City of Lago Vista. A PDD (Ordinance No. 23-07-06-03) was approved for the development at the July 6, 2023 meeting of the Lago Vista City Council.

This First Amendment to the Development and Annexation Agreement between the City of Lago Vista, Texas and W Land Development Management, LLC relates to the 109.4251-acre Luna Ridge Project. The Amendment updates the parties' existing 2021 Development and Annexation Agreement to provide additional time for the planned multifamily residential development to proceed while maintaining the existing overall project deadline.

The Amendment confirms the Project's continued development rights and entitlements, including its annexation into the City, PDD zoning, Chapter 245 vesting, inclusion within the City's CCN, and the revised Luna Ridge Master Plan. It also recognizes that the Project is planned as a condominium regime and that 350 water and wastewater LUEs remain reserved for the Project.

The primary substantive amendments are: (1) the City will reserve 350 water and wastewater LUEs for the Project through October 21, 2031, with any unused LUEs forfeited after that date and purchased through the applicable City impact fee; and (2) the Minor Plat conditionally approved on October 24, 2025 will remain valid until September 1, 2027. All other provisions of the original Development and Annexation Agreement remain in full force and effect.

The Amendment also provides for recordation in the Travis County real property records and confirms that the Agreement and Amendment remain binding on the parties under Texas law. Additional details can be found in the supporting documents attached. Thank you for your time, and if you have any questions or need any additional information, please call me at (512) 620-8638 or email me at rpham@bgeinc.com

Sincerely,

A handwritten signature in blue ink, appearing to read "Richard Pham".

Richard Pham, P.E.
Senior Project Manager
BGE, Inc.
TBPE Firm No. 1046

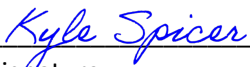
WB Lago Vista Land, LLC
5210 Spruce St.
Bellaire, TX 77401

RE: Luna Ridge Development
Lohman Ford Rd
Lago Vista, TX

To whom it may concern,

As the owner of the above-referenced property, I hereby designate BGE, Inc. to act in the capacity of agent for filing, processing, representation, and/or presentation of development applications. The designated agent shall be the principal contact for responding to all requests for information and for resolving all issues of concern relative to this application.

I hereby certify that the above-named owner is the rightful owner of the Property. I am either the owner of the property identified above or a partner/manager/officer/director/member of the company who is authorized to act on behalf of the company. I further certify that the information provided herein and in the application for the development is true and correct.



Signature

Luna Ridge Utility Service and Impact Fee Review

Issue

The project appears to be moving toward service through one large master meter and a privately maintained internal utility system. However, the Development Agreement does not expressly require or authorize one master meter, describe the arrangement as a bulk or wholesale water sale, or establish a project-specific impact fee calculation.

The Development Agreement reserves up to 350 water and wastewater LUEs for the project and requires the developer or property owners' association to maintain the internal utility facilities.

The City's current fee schedule assigns an 8-inch meter an equivalency of 160 service units. This creates a significant difference between the meter-based calculation and the capacity reserved under the Development Agreement.

Code provisions requiring review

The following provisions should be reviewed together:

- Article 13.200 and Section 13.215: Impact fees and calculation of service units.
- Section 13.1002: Mandatory connection requirements.
- Section 13.1003: Connections, taps, and restrictions on multiple users receiving service through one meter.
- Article 13.1400: Water conservation requirements and whether the developer or HOA would be treated as a master-meter or wholesale customer.

The proposed arrangement may also require individual submetering, allocated billing requirements, leak and water-loss tracking, conservation enforcement, and clarification of TCEQ reporting responsibilities.

Questions that must be resolved

- Where did the proposed single 8-inch master-meter arrangement originate, and has it been formally approved?
- Does the City Code permit hundreds of residential units to be served through one City meter?
- Are the 350 LUEs in the Development Agreement only a capacity reservation, or do they also affect the impact fee calculation?
- Should impact fees be based on the 8-inch meter equivalency, the number of dwelling units, the reserved LUEs, or another approved method?
- Will each dwelling have a private submeter, and who will own, read, maintain, and enforce those meters?
- Will the developer or HOA be treated as a retail customer, master-meter customer, or wholesale purchased-water customer?
- Can these issues be resolved through a master-meter agreement, or is a Development Agreement amendment, ordinance amendment, or Council action required?

Recommended immediate action

Before the City provides the developer with an impact fee estimate or approves the utility arrangement:

- Development Services should compile the approved plans, review comments, correspondence, and any prior meter or utility approvals.
- Public Works and the project engineer should confirm the basis for the 8-inch meter, projected water demand, wastewater flow, fire-flow requirements, and full-buildout LUE count.
- Finance should confirm the intended assessment and collection process.
- Legal should review the Development Agreement and applicable Code provisions and provide a written determination.

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 15, 2026

SUBMITTED BY: Councilor Benefield

SUBJECT: Consider, discuss, and possibly take action regarding the City's partnership with the North Lake Travis Chamber of Commerce & Visitors Center, including a Hotel Occupancy Tax operating agreement, a service agreement for non-HOT eligible City services and events, procedures for HOT-funded event reimbursements, amendment of the current event reimbursement limit from 50% to up to 100% of eligible expenses, and consideration of funding for Brews & Balloons 2026.

BACKGROUND: The City of Lago Vista and the North Lake Travis Chamber of Commerce & Visitors Center have historically partnered on tourism promotion, community events, Visitor Center operations, and other activities benefiting the City and community. The purpose of this agenda item is to establish a clear and sustainable framework for those activities and to identify the appropriate funding mechanism for each.

A proposed Publicity and Tourism Agreement has been prepared to govern the use of Hotel Occupancy Tax (HOT) funds. The agreement provides for tourism advertising and promotional services, requires an annual HOT Budget and Marketing Plan to be approved by Council before funds are released, requires separate accounting of HOT revenues, and allows HOT funds to be used for qualifying special events consistent with applicable law.

Not every Chamber service or event necessarily qualifies for HOT funding. Some civic events, City-requested services, and community functions may provide a legitimate municipal benefit but fall outside the permissible uses of HOT revenue. A separate non-HOT service agreement would provide a lawful and transparent mechanism for those services when Council determines they serve a City purpose and appropriates an appropriate funding source.

PROPOSED FUNDING FRAMEWORK

1. HOT Operating Agreement - Finalize an annual operating agreement governing ongoing tourism promotion, Visitor Center

operations, and other eligible services funded through Hotel Occupancy Tax revenues.

2. Non-HOT Service Agreement - Establish a separate agreement for Chamber-provided services or events that benefit the City but are not eligible for Hotel Occupancy Tax funding. Funding would come from an appropriate non-HOT source and remain subject to City budgeting, procurement, and expenditure requirements.

3. HOT Event Funding and Reimbursement Process - Establish a consistent process for individual HOT-funded events, including eligibility review, application requirements, approval procedures, eligible and ineligible expenses, receipts and documentation, reconciliation of funds, and post-event reporting.

CURRENT EVENT REIMBURSEMENT LIMIT

The City's current policy limits reimbursement for qualifying events to 50% of eligible event expenses. As part of this agenda item, Council should consider amending that policy to permit reimbursement of up to 100% of eligible, documented HOT-qualified expenses, subject to Council approval, available funding, compliance with applicable law, and any required receipts or post-event documentation.

Increasing the cap would not make otherwise ineligible expenses eligible for HOT funding. It would give Council discretion to fund up to the full amount of expenses that are independently determined to qualify, rather than automatically limiting participation to 50%. Council could still approve a lesser percentage or amount for any particular event.

FINDINGS:

BREWS & BALLOONS 2026

The North Lake Travis Chamber of Commerce & Visitors Center has requested \$42,422.20 in upfront City funding for Brews & Balloons 2026, a proposed two-day tourism and community festival scheduled for November 6-7, 2026. The Chamber states that the expansion is intended to attract visitors, encourage overnight stays, support local businesses, and grow the event into a recognizable North Lake Travis destination festival.

Category	Estimated Cost
Friday Night Programming	\$3,500.00
Saturday Festival Production	\$24,800.00
Marketing & Tourism Promotion	\$4,500.00
Event Merchandise Inventory	\$1,500.00
Event Planning, Coordination & Management	\$6,622.20
Event Contingency	\$1,500.00
TOTAL PROJECT BUDGET	\$42,422.20

The Chamber has requested advance funding rather than post-event reimbursement. Its proposal states that many event costs require deposits or payment before the event and that the Chamber does not currently have the financial capacity to advance approximately

\$42,000 while awaiting reimbursement. The Chamber proposes to maintain expenditure documentation and provide a post-event report addressing expenses, attendance, marketing efforts, event activity, and tourism impact.

The Chamber also anticipates generating event revenue through sponsorships, ticket sales, VIP sales, beer and wine sales, merchandise, vendor participation, and other event activities. Council should therefore determine how City funds, event revenues, unused funds, and any ineligible expenses will be reconciled after the event.

COUNCIL CONSIDERATIONS

Whether the proposed operating agreement should be finalized and what annual HOT funding level or formula should be included.

Whether a separate non-HOT service agreement should be created for City-benefit services and events that do not qualify for HOT funding.

Whether the current 50% reimbursement limitation should be amended to allow reimbursement of up to 100% of eligible, documented HOT-qualified event expenses.

Whether event funding should ordinarily be reimbursement-based, advance-funded when specifically authorized, or permit either method depending on the circumstances and legal requirements.

Whether all or only certain Brews & Balloons expenses qualify for HOT funding and what amount, if any, Council wishes to authorize.

How sponsorships, ticket sales, alcohol sales, merchandise sales, vendor fees, and other event-generated revenues should be accounted for in relation to City funding.

What documentation, receipts, reconciliation, return-of-funds requirements, and post-event tourism reporting should be required.

The objective is to create a clear, accountable, and predictable relationship between the City and Chamber while protecting City funds and providing a workable process for supporting tourism and other City-benefit activities. Separating ongoing HOT-funded services, non-HOT City services, and individual HOT event requests will provide both organizations with a clearer understanding of how expenditures are authorized, funded, documented, and reconciled.

FINANCIAL IMPACT:

To be determined by City Council. The immediate request associated with Brews & Balloons 2026 is up to \$42,422.20. Additional financial

impact will depend upon the amount ultimately authorized under the proposed HOT Operating Agreement, any non-HOT service agreement, and future event-funding approvals.

RECOMMENDATION:

1. Provide direction to the City Manager and City Attorney to finalize the proposed Publicity and Tourism Agreement with the North Lake Travis Chamber of Commerce & Visitors Center for eligible Hotel Occupancy Tax-funded services.
2. Direct the City Manager and City Attorney to develop a separate service agreement for Chamber-provided services and events benefiting the City that are not eligible for Hotel Occupancy Tax funding.
3. Direct staff and the City Attorney to develop a standardized HOT event funding process addressing eligibility, applications, approval, advance funding when appropriate, reimbursement, receipts, documentation, reconciliation, return of unused funds, and post-event reporting.
4. Amend the City's current HOT event reimbursement policy from a maximum of 50% of eligible event expenses to allow reimbursement of up to 100% of eligible, documented HOT-qualified expenses, subject to Council approval, available funding, and compliance with applicable law.
5. Consider the North Lake Travis Chamber of Commerce & Visitors Center's request for up to \$42,422.20 in City funding for Brews & Balloons 2026 and determine the eligible amount, funding source, conditions, and method of payment.
6. Authorize the City Manager and City Attorney to take the actions necessary to implement Council's direction and return any agreements requiring Council approval for final consideration.

ATTACHMENTS:

[Chamber Operating Agreement.pdf](#)
[Brews_and_Balloons_2026_Funding_Proposal.pdf](#)
[Brews-Balloons 2025.pdf](#)
[Application request.pdf](#)

CITY OF LAGO VISTA
AND
NORTH LAKE TRAVIS CHAMBER OF COMMERCE
PUBLICITY AND TOURISM AGREEMENT

AN AGREEMENT CONCERNING THE USE OF FUNDS FROM THE HOTEL OCCUPANCY TAX

STATE OF TEXAS

COUNTY OF TRAVIS

This Agreement is made the ____ day of _____, 2026, by and between the City of Lago Vista, a home-rule municipal corporation of the State of Texas, hereinafter called “City”, and the North Lake Travis Chamber of Commerce, a private non-profit association, hereinafter called “Chamber”, acting by and through its duly elected officers.

SECTION 1. LEGAL AUTHORITY

1.1 The City of Lago Vista collects a local hotel occupancy tax authorized by Section 351 of the Texas Tax Code (“Act”). Pursuant to the Act, the City expends the funds collected for the purpose of advertising and encouraging the growth of tourism and increasing hotel occupancy activity in the City as set forth in Texas Tax Code Ch. 351.

SECTION 2. TERM OF AGREEMENT

2.1 Conditioned upon City Council approval, this Agreement shall become effective on the date the Agreement is executed by both parties and terminates September 30, 2027, the end of the fiscal year. Thereafter, the term will correspond with the City’s fiscal year beginning October 1 and ending September 30 of the following year conditioned upon the City Council approval. The Visitor Center’s Hotel Occupancy Tax Budget & Marketing Plan will be submitted to the City of Lago Vista in July prior to the City’s new budget year.

SECTION 3. SERVICES TO BE PROVIDED

3.1 As part of its obligation under state statutes (Tax Code Section 351.001) to use local hotel occupancy tax funds for attracting and promoting tourism and the hotel industry, the City of Lago Vista agrees to provide the Visitor Center with ____% of the hotel occupancy tax collected by the City/ \$ ____ per month. This is in consideration of the Chamber advertising and promoting tourism to the visitor market from which the City of Lago Vista derives direct tourist income benefit and hotel occupancy taxes. The Chamber agrees to use any hotel occupancy tax funds paid to it by the City only for the following specific purposes:

- a) The furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;

- b) Advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;
- c) Advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums; or
- d) The encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.

3.2 The Chamber agrees to conduct a continuing program of advertising and promotion for the purpose of attracting visitors, tourists, and conventions to the City of Lago Vista by publishing and distributing brochures and community information packets, by advertising in various tourist publications and general media publications which are appropriate, by representing the City at travel shows and other such events, by participating with state and regional agencies in tourist development programs of benefit to the local area and to the City of Lago Vista, and by using all appropriate means to increase the traveling public's awareness of the resort and recreational advantages of the City for the purpose of increasing hotel occupancy tax revenue to the City.

3.3 The Chamber further agrees that it will seek to achieve economic benefit for the City of Lago Vista through all of such activities, that it will provide tourist-related information about the City of Lago Vista upon request. Furthermore, the Chamber shall distribute information on all local accommodations that pay hotel occupancy taxes to the City via an accommodation guide to be updated by the Chamber annually.

SECTION 4. INDEPENDENT CONTRACTOR

4.1 It is expressly understood and agreed by and between the parties that the Chamber is hired and engaged as an independent contractor and is not an officer, agent or employee of the City.

SECTION 5. MANAGEMENT OF FUNDS

The Chamber shall manage hotel occupancy funds provided by the City in accordance with Subchapter B of Section 351 of the Texas Tax Code.

5.1 The Chamber shall provide its annual Hotel Occupancy Tax Budget and Marketing Plan for the upcoming year to the City. These plans must be approved by the City Council in writing before any local hotel occupancy tax funds are released. Upon the municipality's approval, the Chamber assumes a fiduciary duty in the expenditure of the provided occupancy tax revenue.

5.2 The Chamber shall maintain a separate financial account for the hotel occupancy tax funds received from the City and shall not commingle these funds with any other account.

5.3 Hotel occupancy funds may be spent by the Chamber for day-to-day operations including supplies, salaries, visitor center office space, travel expenses and other administrative costs only, if such expenditures are directly related to the promotion of tourism that result in the generation of hotel occupancy taxes as evidenced by data demonstrating generation of adequate hotel occupancy tax revenue in direct proportion to the percentage of day-to-day operations directly attributable to the promotion of tourism within the City of Lago Vista.

5.4 Hotel occupancy funds may be spent on Special Events if the activity promotes overnight tourism or for the promotion of the Arts. Hotel occupancy tax funds expended by the Chamber for the Promotion for the Arts is limited to 15% of the hotel occupancy tax funds provided by the City.

5.5 The Hotel Occupancy Tax Budget & Marketing Plan shall include the following: A detailed report of all tourism/promotional campaigns implemented within the contracted year, including key metrics such as advertising reach, engagement, return on investment and hotel occupancy tax revenue attributable to Chamber tourism promotion. This report will provide a comprehensive overview of the effectiveness of the Chamber's marketing efforts to attract visitors and drive increased hotel occupancy and shall demonstrate metrics reflecting hotel occupancy tax revenue attributable to Chamber activity.

SECTION 6. TERMINATION

6.1 If either party materially breaches this Agreement, the other party may terminate the Agreement by providing thirty days' written notice to the defaulting party. If a dispute arises regarding the existence of a material breach, either party may request that the issue be presented to a licensed mediator for resolution.

6.2 Should this Agreement be terminated by either party or by its own terms, and unless otherwise expressly agreed, the Visitor Center shall remit and return to the City, along with a final accounting, all unused and unspent hotel occupancy tax funds in its possession within sixty days from the date of such termination.

SECTION 7. NON-RENEWAL

7.1 It is understood and agreed that the Visitor Center is not entitled to any right of automatic renewal of this Agreement for the ensuing year, or years, since such option rests exclusively with the City Council.

SECTION 8. NOTICE

8.1 All communications required by the Agreement between the City and Visitor Center shall be in writing and addressed to the attention of the City Manager or the CEO of the North Lake Travis Chamber of Commerce.

City of Lago Vista
Attn: City Manager
5803 Thunderbird Street
Lago Vista, TX 78645

North Lake Travis Chamber of Commerce
Attn: President/CEO
[ADDRESS]
Lago Vista, TX [ZIP]

SECTION 9. COMPLIANCE WITH LAWS

9.1 In performing its duties under this Agreement, the Visitor Center shall comply with the City of Lago Vista Codes and Ordinances and all laws of the State of Texas.

SECTION 10. PROHIBITION AGAINST DISCRIMINATION

10.1 In the performance of this Agreement, the Chamber shall not discriminate against any employee or applicant for employment because of an individual's race, color, religion, national origin, sex, or mental or physical disability. Proven breach of this provision may be regarded as a material breach of this Agreement allowing for immediate termination.

SECTION 11. CONTROLLING LAW

11.1 It is understood and agreed that if any provision of this Agreement is inconsistent with the requirements of the Act, or any other applicable State law, the requirements of the law will control and supersede the terms set forth herein. Venue shall lie in Travis County, Texas.

SECTION 12. ENTIRE AGREEMENT

12.1 This Agreement constitutes the entire agreement between the parties, relative to the hotel occupancy tax funds made for the basis hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate originals, in the City of Lago Vista, Travis County, Texas, on this _____ day of _____, 2026.

CITY OF LAGO VISTA

**NORTH LAKE TRAVIS CHAMBER
OF COMMERCE**

Shane Saum, MAYOR

Name: _____
EXECUTIVE OFFICER

ATTEST:

Robin Smith, CITY SECRETARY

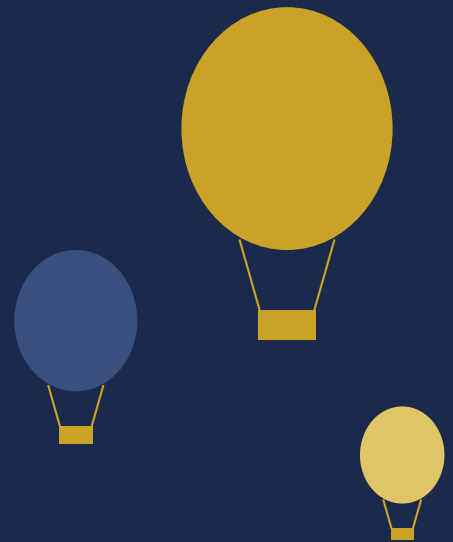
Name: _____
PRESIDENT/CEO

APPROVED AS TO FORM:

Bradford Bullock, CITY ATTORNEY

EVENT FUNDING PROPOSAL

Brews & Balloons 2026



Two-Day Tourism & Community Festival

Friday, November 6 & Saturday, November 7, 2026

REQUESTED UPFRONT CITY FUNDING

\$42,422.20

Presented by

North Lake Travis Chamber of Commerce & Visitors Center

Event Overview

The North Lake Travis Chamber of Commerce & Visitors Center proposes expanding Brews & Balloons into a two-day destination event designed to attract visitors to the North Lake Travis area, encourage overnight stays, support local businesses, and continue developing a signature tourism event for our community.

For 2026, the Chamber plans to expand the festival to include programming on both Friday and Saturday.

Friday, November 6 will feature a special tasting experience, Black Light Bingo and a Silent Disco.

Saturday, November 7 will feature the main Brews & Balloons festival, including hot air balloons, live music, beer and wine, family activities, food vendors, VIP experiences and community programming.

The Chamber will be responsible for the planning and execution of the event, including vendor coordination, sponsorships, entertainment, balloon coordination, marketing, ticketing, volunteers, hospitality, event logistics and on-site management.

Our goal is to continue growing Brews & Balloons beyond a local community event and into a recognizable North Lake Travis destination festival that encourages visitors to come earlier, stay longer and spend money throughout the community.

Funding Request at a Glance

Item	Amount
Total Project Budget	\$42,422.20
Requested Upfront City Funding	\$42,422.20

Friday Night Experience

Friday, November 6

Adding Friday evening programming creates another opportunity to attract visitors and provides an additional reason for guests to make Brews & Balloons an overnight experience rather than a single-day visit.

Special Tasting Experience

A ticketed tasting experience featuring participating businesses and vendors and showcasing North Lake Travis businesses.

Black Light Bingo

An interactive glow-themed bingo experience utilizing UV lighting, fluorescent décor, prizes and specialty bingo supplies.

Silent Disco

Guests will use wireless LED headphones with multiple music channels for a late-evening silent dance experience.

Estimated Friday Programming Expenses

Expense	Estimated Cost
Silent Disco Headphone/Transmitter Rental	\$1,000.00
Black Light Equipment & UV Lighting	\$300.00
Bingo Cards, Daubers & Supplies	\$200.00
Glow/Fluorescent Décor & Supplies	\$250.00
Bingo Prizes	\$500.00
Friday Entertainment/DJ	\$750.00
Tasting Event Supplies	\$500.00
FRIDAY TOTAL	\$3,500.00

Saturday – Brews & Balloons

Saturday, November 7

Saturday will feature the full Brews & Balloons festival experience. Programming is planned to include hot air balloons, live entertainment, beer and wine, food vendors, children's activities, VIP experiences and other festival activities.

Estimated Saturday Production Expenses

Expense	Estimated Cost
Four Generators with Light Towers	\$1,500.00
Security	\$800.00
Kids Zone	\$1,000.00
Beer & Wine Inventory	\$5,000.00
Sound Production	\$1,500.00
Tent, Tables, Stage & Event Rentals	\$6,000.00
Live Music / Entertainment	\$1,200.00
Hot Air Balloons	\$4,500.00
VIP & Volunteer Food / Hospitality	\$1,500.00
Event Weather Insurance	\$1,800.00
SATURDAY PRODUCTION TOTAL	\$24,800.00

Marketing & Tourism Promotion

A significant component of the 2026 strategy will be expanding promotion beyond our immediate community.

The Chamber intends to invest in professional content and targeted digital advertising to promote Brews & Balloons throughout the greater Austin and Central Texas market. Marketing will include professional video content, social media advertising, print materials and event signage.

Marketing Expense	Estimated Cost
Professional Videographer / Content Production	\$2,500.00
Facebook & Instagram Tourism Advertising	\$1,500.00
Print Materials / Flyers / Event Signage	\$500.00
MARKETING TOTAL	\$4,500.00

The goal of this investment is not simply event awareness within North Lake Travis. Advertising will be designed to reach potential visitors outside the immediate community and encourage travel to the area for the festival weekend.

Event Merchandise

The Chamber plans to develop Brews & Balloons branded merchandise for sale during the festival. Merchandise may include event T-shirts and other branded items.

Expense	Estimated Cost
Event Merchandise Inventory	\$1,500.00

Merchandise sales will create an additional earned-revenue opportunity for the event while also helping build long-term recognition of the Brews & Balloons brand.

Event Planning, Coordination & On-Site Management

Producing a two-day event of this size requires substantial staff time before, during and immediately following the festival.

Direct event responsibilities include: event development and budgeting; site planning and logistics; vendor recruitment and coordination; balloon coordination; entertainment booking; sponsorship development; VIP planning; marketing and advertising; ticketing; insurance and permitting; City coordination; alcohol coordination; volunteer recruitment; communications; event setup; on-site management; breakdown; financial reconciliation; and post-event reporting.

Estimated Direct Event Staff Hours

Responsibility	Executive Director	Chamber Staff
Event Planning & Site Logistics	25 hrs	15 hrs
Vendors, Balloons, Entertainment & Rentals	20 hrs	10 hrs
Sponsors, VIP & Ticketing	20 hrs	10 hrs
Marketing & Promotion	20 hrs	15 hrs
City Coordination, Insurance & Permits	10 hrs	5 hrs
Volunteers & Event Communications	10 hrs	10 hrs
Friday Setup & Event Execution	12 hrs	10 hrs
Saturday Setup & Event Execution	15 hrs	15 hrs
Cleanup, Reconciliation & Reporting	8 hrs	5 hrs
TOTAL	140 hrs	95 hrs

Direct Staff Expense

Position	Amount
Executive Director — 140 hours × \$33.73	\$4,722.20
Chamber Staff — 95 hours × \$20.00	\$1,900.00
Total Event Planning, Coordination & Management	\$6,622.20

These hours represent staff time directly attributable to the planning, promotion, coordination and execution of Brews & Balloons.

Event Contingency

Outdoor festivals involve variables that cannot always be fully anticipated during the initial budgeting process. A modest contingency is included for unexpected production expenses, replacement supplies, equipment needs, weather-related adjustments or other necessary event costs.

Expense	Estimated Cost
Event Production Contingency	\$1,500.00

Complete Project Budget

Category	Estimated Cost
Friday Night Programming	\$3,500.00
Saturday Festival Production	\$24,800.00
Marketing & Tourism Promotion	\$4,500.00
Event Merchandise Inventory	\$1,500.00
Event Planning, Coordination & Management	\$6,622.20
Event Contingency	\$1,500.00
TOTAL PROJECT BUDGET	\$42,422.20

In-Kind Partnership Opportunities

The funding request in this proposal reflects the full cost of producing Brews & Balloons 2026. However, the Chamber welcomes any opportunity to work with the City to reduce event costs.

If the City has any of the items listed in this budget available to offer in-kind—such as generators and light towers, tents, tables, staging, barricades, signage, security support, or other event equipment and services—the Chamber would greatly appreciate the support and gladly consider collaboration.

Any in-kind contributions would be applied directly against the corresponding budget line, reducing the amount of cash funding required. The Chamber will document all in-kind support and include it in the post-event report.

Request for Advance Funding

The North Lake Travis Chamber of Commerce & Visitors Center respectfully requests that approved event funding be provided in advance of Brews & Balloons rather than through post-event reimbursement.

This is important because many expenses associated with producing the festival must be paid before November 6–7. Balloon operators, entertainment, equipment rentals, insurance, marketing, alcohol inventory and other vendors require deposits or payment in advance.

The Chamber does not currently have the financial capacity to advance approximately \$42,000 in event production expenses and wait for reimbursement following the festival.

Advance funding will allow the Chamber to immediately secure vendors and entertainment, begin the paid tourism advertising campaign, purchase necessary inventory and focus its resources on sponsorship sales, ticket sales and successful event execution.

The Chamber will maintain appropriate documentation of expenditures and provide the City with a post-event report detailing expenses, attendance, marketing efforts, event activity and tourism impact.

Chamber Revenue & Event Sustainability

While City funding provides the resources necessary to produce and market the event, the Chamber will actively work to generate additional event revenue. Potential revenue sources include:

- Corporate and local sponsorships
- Friday tasting tickets
- Black Light Bingo participation
- Silent Disco participation
- Saturday admission/activity sales
- VIP ticket sales
- Beer and wine sales
- Event merchandise
- Vendor participation

The Chamber's goal is to increase earned revenue and sponsorship support each year so Brews & Balloons can continue growing and become increasingly sustainable.

Revenue generated through the festival also helps support the Chamber's ability to continue producing events, promoting the North Lake Travis area and supporting the businesses and communities it serves.

Tourism & Economic Impact

Brews & Balloons provides an opportunity to market North Lake Travis as a destination rather than simply promoting an individual event. Expanding the festival to two days allows us to market an entire weekend experience.

Visitors attending from outside the immediate area have the potential to generate spending at local restaurants, lodging properties, short-term rentals, retailers, fuel stations and other businesses.

Professional video content and targeted digital advertising will allow the Chamber to intentionally market the festival beyond North Lake Travis and reach potential visitors throughout the greater Austin and Central Texas region.

The Chamber will work to capture measurable information following the festival, including attendance, visitor origin, marketing reach, ticket sales and other indicators that can help evaluate the tourism impact of the City's investment.

How We Will Measure Tourism Impact

To demonstrate the return on the City's investment, the Chamber will track the following measures before, during and after the festival:

Measure	What It Shows
Ticket Sales Zip Codes	Zip code will be a required field at ticket checkout, showing how many attendees traveled from outside North Lake Travis.
Attendance Counts	Ticket scans, wristband sales and gate counts for both Friday and Saturday.
Lodging Referrals	A "Stay the Weekend" page on the event website listing local hotels, Airbnbs and short-term rentals, with tracked links to measure booking click-throughs. Promo codes or room blocks will be used where lodging partners participate.
Lodging Partner Survey	Post-event survey of local hotels and short-term rental hosts comparing occupancy that weekend to a typical November weekend.
On-Site Visitor Survey	QR-code survey at entrances and beverage areas, with a prize drawing incentive, capturing home zip code, overnight stays, lodging location, number of nights, estimated spending and how visitors heard about the event.
Wristband Business Program	Participating local restaurants and retailers offer festival-wristband specials and track redemptions, measuring visitor spending beyond the festival grounds.
Business & Vendor Survey	Post-event survey of vendors and nearby businesses comparing weekend sales to a typical weekend.
Digital Marketing Reach	Impressions, reach, clicks and ticket conversions from paid advertising, reported by geography to show reach outside the immediate area.
Hotel Occupancy Tax Comparison	With the City's assistance, a comparison of hotel occupancy tax collections for the festival period against the same period in the prior year.

These results will be compiled into the post-event report provided to the City, including total attendance, percentage of out-of-area visitors, overnight stays generated, marketing reach and estimated visitor spending.

The Opportunity

Brews & Balloons has the potential to become one of North Lake Travis' signature destination events. The Chamber's goal is to create an experience that visitors recognize and look forward to each year—while generating measurable economic activity for our businesses and community.

Expanding to two days gives visitors a reason to:

Come earlier.	Stay longer.	Spend locally.	Experience North Lake Travis.
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FUNDING REQUEST

Total Project Budget	\$42,422.20
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Requested Upfront City Funding	\$42,422.20
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The North Lake Travis Chamber of Commerce & Visitors Center respectfully requests the City's partnership in making Brews & Balloons 2026 a successful two-day tourism event for North Lake Travis.

BREWS & BALLOONS

2025 Visitor Activity & Investment Report

Prepared for the City of Lago Vista

North Lake Travis Chamber of Commerce & Visitors Center | October 6, 2026

A destination experience with measurable activity

Brews & Balloons brought together visiting balloon teams, vendors, food providers, and families around an experience that gives people a reason to visit North Lake Travis. The evidence below connects the festival's visitor appeal with business participation, paid experiences, and online visibility.

4 hot air balloons 20+ visiting support team members	35 shopping vendors, food & beverage participants 27 businesses booked from out of town (75%)
9 breweries & wineries 8 out of Lago; 1 local	Digital Visibility 4,685 Facebook Visits 2,981 website traffic
40% outside ZIP 78645 reported	19 sponsorships Business and organizational participation

Visiting Balloon Teams

4 participating Hot Air Balloons and Central Texas Balloon Association each came with a team of 5+ people. The balloon team members associated with delivering the festival's signature attraction.

Business participation and food service

The registration summary records 35 vendors: 6 food truck/tent registrations and 20 other vendor-tent registrations across two vendor-tent categories. An additional 9 breweries and wineries participated outside the vendor registration count; nine were from out of town and one was local. It also records 19 sponsor registrations. 18 of the 26 registered vendors were from out of town. Together, this represents 35 vendor and beverage participants. In total 75% were from out of town. This represents visiting businesses, not a headcount of their staff or verified overnight guests. Their involvement expanded the festival's regional connections and tastings experience. This created opportunities for businesses and organizations to connect with festival visitors. Food-provider sales and individual vendor revenue are not included in the supplied records.

Public participation

The set up started Friday Nov 7 and tear down Sunday Nov 9. The rental company were on site overnight Friday Nov 7-8 with set up. The crowd throughout the day and evening Sat Nov 8 was constant starting at 8am for set up and continuing to 11pm for tear down.

Why this supports continued investment

The festival combines a distinctive visitor attraction with a platform for participating businesses and destination promotion. Investment supports the event infrastructure and marketing needed to bring those elements together. Its demonstrated value

includes visiting production teams, purchases of festival experiences, vendor participation, and exposure beyond the Chamber's existing Facebook followers.

VISITOR ORIGINS & FESTIVAL ACTIVITY

QR-code responses document geographic reach

The organizer collected ZIP codes through a QR-code form. **40% reported ZIP codes other than 78645.** This provides direct, self-reported evidence of geographic reach beyond that ZIP code area.

Reported ZIP code

78645

78410, 78665, 76542, 78641, 78245, 76541

Festival sales and paid experiences

Brews & Balloons generated activity across balloon rides, tastings, family attractions, and merchandise purchases. CapMetro provided **free shuttle service from 1:30–9:30 PM**, with steady ridership throughout the service period, according to the organizer.

Activity or purchase	Units sold
Tethered hot air balloon rides	600+
Beer tasting packages (10 tasting tickets per package)	155+
Kids Zone wristbands	225+
Parking passes	275+
Pints / pints with commemorative glow cups	450+
T-shirts / blankets	20+
Stickers / glow wands	20+
Water / Topo Chico	50+

Advance ticketing records show 74 GA Early Bird entries, 15 Non-drinker Early Bird entries, and 8 Kids 12 and Under FREE entries: 97 admission presold. The platform separately records 25 parking presales. Presales are not added to on-site activity purchases.

DESTINATION VISIBILITY

Facebook activity around the festival

The supplied Facebook dashboard shows **71.6% of views came from non-followers**, demonstrating exposure beyond the existing follower base.

Regional audience

The dashboard's city panel lists Lago Vista (53%), Jonestown (11.6%), Austin (10.1%), Cedar Park (7.1%), Leander (5.7%), and Point Venture (3.9%).

Sources and measurement approach

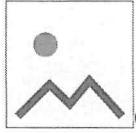
Activity: Square item-sales-summary-2025-11-08-2025-11-09.csv

Registrations: supplied festival financial-summary from presale-on website.

Visitor origins: FormSubmissionsExportData_20261006153003663.csv. Responses are self-reported by festival goers.

Balloon teams: organizer confirmations of four balloons, five or more visiting team members per balloon

Facebook: insight analytics.



City of Lago Vista Texas logo with a stylized blue, gold, and green wave or sail design above the words City of Lago Vista Texas.

City of Lago Vista Texas

Application / Request for Funding From Hotel Occupancy Tax Revenue Application Packet

From Hotel Occupancy Tax Revenue Application Packet

2026-04-07 HOT Fund Policy – V2

Application / Request for Funding From Hotel Occupancy Tax Revenue

Application Packet

Contents

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2026-04-07 HOT Fund Policy – V2

Application process – Procedures and deadlines

1. Application Submission Deadline

The City of Lago Vista, Texas, accepts applications from organizations and businesses whose program fits into one or more of the named categories in Section 3.2.2. All requests for Hotel Occupancy Tax (HOT) funds must be submitted via email to the City Manager at charles.west@lagovistatexas.gov by the submission deadline(s). The application will be reviewed by the City Council. The applicant may be asked to be present at the meeting to answer any questions regarding the application.

Applicants will be notified one week prior to the meeting of the time and place for the review.

Priority will be given to applications based on their ability to generate overnight visitors to Lago Vista.

Pages **10-20** of the application packet (along with any required or requested supporting documentation) must be fully completed and returned as directed on the application by the referenced deadline.

2. Application Timeline

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

3. Deadlines for Subsequent Documentation

Post-Funding Analysis and proofs of payment – deadline not later than 60 days after the event or expenditure of funds if not an event. The Post-Funding Analysis must mirror the budget presented in the Applicant’s original application and outline, and proofs of payment must be receipts that reflect actual monies expended. If the Applicant did not spend the total amount of funding received, then that amount must be returned or repaid to the City of Lago Vista.

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City of Lago Vista Hotel Occupancy Tax Policy

1. Taxing Authority

The rules on the application of the municipal Hotel Occupancy Tax are codified in Chapter 351 of the Tax Code, which authorizes the City of Lago Vista (the “City”) to impose such tax on hotels, motels, inns, short-term rentals, and bed-and-breakfast establishments.

2. Hotel Occupancy Tax Revenue

Under the Texas Tax Code, the following businesses are considered “hotels” and are required to collect hotel occupancy taxes from their guests: “any building or buildings in which members of the public obtain sleeping accommodations for consideration” for less than 30 days, including a hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, or bed and breakfast facilities. For purposes of imposing the hotel occupancy tax, a “hotel” includes a short-term rental used for less than 30 consecutive days.

The Hotel Occupancy Tax revenue is used to promote tourism and the hotel industry in Lago Vista. The city collects 6% in HOT funds from area hotels, motels, and short-term rental properties on a quarterly basis.

The local hotel occupancy tax statutes provide for specific penalties a city may assess against hotel operators who fail to file the hotel tax collections report, file late or without full payment, or produce false tax returns. The City of Lago Vista charges 15% of the amount due after the tax has been delinquent for one complete fiscal quarter and an interest fee of 10% per annum beginning 60 (sixty) days from the due date.

3. Allowable Use of Hotel Occupancy Tax Revenue

3.1 Texas Tax Code (the “Code”) Section 351.001(6) defines a tourist as an individual who travels from the individual’s residence to a different municipality, county, state or country for pleasure, education, or culture.

3.2 The Code states that revenue derived from hotel occupancy tax may be used only if both parts of the following two-part test are met.

3.2.1 Part One of the test requires that usage of HOT funds must directly enhance and promote visitors and the convention and hotel industry as permitted by Subsection 351.101(a) of the Code.

3.2.2 Part Two of the test requires that all expenditures must clearly fit into one of the statutorily provided categories listed below:

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Additional content from previous item (3.2.2):

3.2.2.1 **Convention center facilities or visitor information centers:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both.

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

3.2.2.3 **Advertising, and conduct solicitations and promotional programs to attract tourists and convention delegates:** advertising and conduct solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity.

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

3.2.2.5 **Historical restoration and preservation projects or activities:** historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums: (a) at or in the immediate vicinity

of convention center facilities or visitor information centers; or (b) located elsewhere in the municipality or its vicinity that would be frequented by tourists and convention delegates;

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

3.2.2.7 Transportation systems for Tourists: Funding City or privately owned and operated transportation systems to:

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

4. Annual Reporting Requirements

In accordance with Texas Tax Code Section 351.009, a municipality shall submit an annual

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Additional content from previous item (4. Annual Reporting Requirements): report on the Hotel Tax Revenues to the State Comptroller, on the form prescribed by the comptroller, not later than March 1st of each year.

5. Hotel Occupancy Tax Funding

1. To actively promote Lago Vista as a touristic destination, the City allows entities to apply for Hotel Occupancy Tax (HOT) Funding. The purpose of HOT funding is to assist and support qualified events/activities/programs/facilities, **not** to be the major patron or the majority funds provider for the event/activity/program/facility.
2. The funds are to be used in compliance with Chapter 351 of the Tax Code and in accordance with the City of Lago Vista Hotel Tax Policy.
3. Recipients are responsible for assuring compliance with all statutory, and other legal requirements applicable to receipt, use, expenditure, and accounting of hotel tax revenues. No provision, restrictions, or lack thereof in these guidelines shall excuse the failure of a recipient to comply with all such agreements.
4. The HOT funding application packet must be fully completed and submitted to the City of Lago Vista – City Manager by the aforementioned deadline. Every effort will be made to place the application on the City Council agenda as soon as possible. A formal presentation to the City Council by the applicant is required. Applicants shall complete the application outlining how the funds will be used, along with a letter to formally request funding. Returning applicants must include a copy of the Post Funding Analysis for the most recent funding.

5. Priority will be given to those events and entities based upon documented ability to directly promote visitors and the convention and hotel industry in Lago Vista by “being likely to cause increase hotel or convention activity.” Applicants will **document** the potential to generate increased hotel or convention activity by:
1. Providing historical information on the number of room nights used during previous years of the same event/activity/program/facility.
 2. Providing current information on the size of room blocks reserved at area hotels to accommodate anticipated overnight guests attending the funded event/activity/program/facility.
 3. Providing historical information on the number of guests at hotels or other lodging facilities that attended the funded event/activity/program/facility.
 4. Providing examples of marketing of programs and activities likely to generate or encourage overnight visitors to local lodging properties.
6. All Applicants are encouraged to patronize local businesses for food, supplies, materials, printing, and the like.

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Additional content from previous item (5):

7. Applicants for event funding must have insurance coverage prior to the event unless otherwise waived by City Council during the application process. A copy must be presented along with the application for funding. The City is not responsible for any insurance or legal claims related to the funded event.
8. A portion of the revenues from any event/activity/program/facility receiving HOT funds must be channeled back into the future costs of operating that same event/activity/program/facility or the continued operation of such. The amount of revenue that will be dedicated towards that purpose must be included in the Post Funding Analysis.
9. No other outside events, projects, charities, or the like which are also sponsored by the host organization may profit from HOT funding of the event/activity/program/facility funded.
10. It is critical that the application be filled out completely and accurately. It is the responsibility of the Applicant to specifically explain how the funds will be used only in eligible ways.
11. If applying under the Advertising category described in 3.2.2.3, please note the local requirement that advertising must be accomplished in advance of the event/activity/program/facility and must utilize legitimate media for promotion outside of the area, i.e. direct mail, newspapers, magazines, radio, television, billboards, internet advertising. In all publications (e.g., flyers, programs, brochures, press releases, advertisements, annual reports and all other mailing pieces), recipient shall acknowledge in some meaningful way that their organization is funded in part by the City of Lago Vista. Such acknowledgment might take the form of inclusion on a donors list for events. Recipients are advised that usage of the official City logo is restricted. Any use of the city logo must be coordinated with and approved by the appropriate City representatives to ensure compliance with these standards. Written authorization must be obtained from the City Manager or their designee.
12. City Council evaluates the way the funds will be disbursed for the approved application. Event/activity/program/facility may be funded in advance, on a reimbursement basis, or a combination of both. City Council may award funding amounts less than the amount requested.
13. Maximum funding guidelines, unless specifically waived during the application process by City Council.

1. All funding requests must be for fifty percent (50%) or less of Applicant's total projected gross revenue from the event/activity/program/facility.
2. All advertising requests must be fifty percent (50%) less than the gross advertising expenditures.
3. Applicants must match at one-to-one of the total funds requested from the City and provide detailed support for all advertising expenditures so that the one-to-one match can be verified by the City.

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Additional content from previous item (5. Hotel Occupancy Tax Funding):

5.14 The City is limited by law in the amount of funds it can contribute each year. No applicant will receive more than 50% of the allowable annual funds the City may contribute annually.

5.14.1 All funding requests for the promotion of the arts are limited to fifteen percent (15%) of each fiscal year's revenue collection. If in any one year, the fifteen percent (15%) ceiling is not reached, funding for these purposes does not roll forward to future years.

5.14.2 All funding requests for historical restoration and preservation projects or activities are limited to fifteen percent (15%) of each fiscal year's revenue collection. If in any one year, the fifteen percent (15%) ceiling is not reached, funding for these purposes does not roll forward to future years.

5.14.3 Per State Law, cities of populations less than 125,000 must spend a minimum amount of Hotel Occupancy Tax revenue on advertising and promotion. The City of Lago Vista has a 6% Hotel Occupancy Tax rate, at least 1/6 of the hotel occupancy tax proceeds must be spent on advertising and promoting the city and attracting tourists and hotel and convention activity. If at least 1/6 is not spent within any given year, that amount rolls forward to future years.

5.15 Strategic Planning Requirement

If the balance of the City's Hotel Occupancy Tax (HOT) Fund exceeds Five Hundred Thousand Dollars (\$500,000) at any time during the fiscal year, the City shall develop a three (3) year HOT Fund Strategic Plan.

The Strategic Plan shall:

1. 5.15.1 Identify proposed projects, programs, and initiatives that are eligible for funding under Chapter 351 of the Texas Tax Code.
2. 5.15.2 Include estimated costs and proposed funding allocations for each identified project, program, or initiative.
3. 5.15.3 Prioritize activities that promote tourism development and increase hotel occupancy within the City of Lago Vista.

If a Strategic Plan is not already in place at the time the fund balance threshold is reached, the City shall prepare and present a draft Strategic Plan within forty-five (45) days.

The Strategic Plan may include coordination with local and regional partners, including but not limited to the Lago Vista Chamber of Commerce, the Lago Vista Economic Development Corporation, and other tourism-related organizations.

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Additional content from previous item (5. Hotel Occupancy Tax Funding):

If additional direction is needed, the item shall be placed on a City Council agenda for discussion and guidance within the same forty-five (45) day period.

The Strategic Plan may be updated annually, or more frequently, as directed by City Council.

The Strategic Plan shall serve as a guiding document for future HOT fund allocations but shall not obligate the City to fund any specific project or initiative.

5.16 Hotel tax funding recipients shall maintain complete and accurate financial records of each expenditure of hotel occupancy tax revenue made by the organization and, on request of the governing body of the municipality or other person, shall make the records available for inspection and review to the governing body or other person. All financial records and any other records relating to the hotel tax funding shall be subject to the requirements of the Public Information Act.

5.17 Applicants are on notice that, while the City makes decisions based on estimated budgets and projections, documentation on how the funds granted were spent must be actual costs supported by proofs of payment. Any monies not used or not used lawfully must be returned or repaid to the City within sixty (60) days of the event or program, along with the completed Post Funding Analysis.

5.18 The final accounting of funds must mirror the items and time frames outlined in the funding application and request letter. Deviations will be noted on staff's report to Council to evaluate those deviations. City Council may require the applicant to refund unallowable expenditures back to the city.

5.19 Any organization that owes tax dollars or other funds to the City of Lago Vista will not receive approved funds until their debt is paid.

5.20 Should the City Council grant any funding to the applicant, it is expressly understood and agreed that by granting such funds, the City of Lago Vista is not entering into any form of joint venture, partnership, joint enterprise, contract for goods or services or business relationship with the applicant or in relation to the event. Such funding is a grant only with no expectation of profits or revenue to be provided to the city.

5.21 If the total amount of the HOT funds granted are not used or are not lawfully used, then those funds must be returned or repaid to the City of Lago Vista with the Post-Funding Analysis.

5.22 By accepting grant funds, the applicant is obligated to comply with the reporting and documentation requirements. Failure to provide proper reporting and documentation to the City in a timely manner can result in a restriction on receiving future grants, or the City seeking to reclaim funds which were not properly utilized.

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Note about transcribed forms: this format exists to remove accessibility barriers, but some recipients prefer the original printed format. If you'd like help moving your entries into the original form, please use the live assistance options in the sidebar or contact the author.

Application

A – Funding considerations checklist

Name of event/activity/program/facility

North Lake Travis Chamber of Commerce

If applicable, date of event/activity/program/facility

11/07/2026

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

☒ Yes ☐ No

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

☒ Yes ☐ No

Please check which category or categories:

- ☐ Convention center facilities or visitor information centers
- ☐ Facilities, personnel and materials for registration of convention delegates
- ☒ Advertising and conducting solicitations and promotional programs to attract tourists and convention delegates
- ☒ Promotion of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording
- ☐ Historical restoration and preservation projects or activities, or advertising and conducting solicitations and promotional programs to encourage tourists to visit preserved historic sites or museums in the area
- ☐ Funding signage directing the public to sights and attractions that are frequently visited by hotel guests
- ☐ Funding city or privately owned and operated transportation systems to: (a) transport tourists from hotels in and near the city to touristic attractions in or near the city, (b) the commercial center of the municipality, (c) other hotels in or near the municipality, and (d) a convention center in the municipality. The law specifically prohibits the use of the local hotel tax to cover the costs for a transportation system that serves the public.

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Additional content from previous item (A – Funding considerations checklist):

Funding considerations checklist

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

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B – Funding request

Organization Information

Organization information

Date

11/07/2026

Name of organization

North Lake Travis Chamber

Address 20624 FM 1431, Ste 6

City, State, Zip 78645

Contact name Allison Sargent

Contact phone number

15122677952

Contact email address

executivedirector@nltchamber.org

Website for the event/activity/program/facility?

BrewsandBalloons.com

Is your organization:

☒ Non-Profit ☐ Private/For Profit

Tax ID # 74-2470396

Organization's creation date

mm/dd/yyyy

Purpose of your organization

The North Lake Travis Chamber of Commerce & Visitors Center supports local businesses, promotes tourism, and strengthens the communities of Lago Vista, Jonestown, and Point Venture. We provide business advocacy, networking, marketing, visitor information, and events that attract visitors, encourage overnight stays, and support the local economy.

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Event/Activity/Program/Facility Information

Name of event/activity/program/facility

Brews and Balloons Festival

Date of event/activity/program/facility

11/07/2026

Primary location of event/activity/program/facility

Bar K Park - Lago Vista

Amount of HOT funding requested

42422.20

Date by which HOT funding will be needed

10/07/2026

Enter the dollar amount requested.

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

Funds will be used for approved, eligible expenses associated with promoting and presenting Brews & Balloons on November 6–7, 2026.

Proposed uses include:

****Tourism advertising and promotion:**** Professional video and promotional content production, targeted Facebook and Instagram advertising, and printed promotional materials distributed before the event. Marketing will target audiences outside Lago Vista, promote the festival as a weekend destination, and direct visitors to Lago Vista lodging options.

****Live music and arts programming:**** Fees for musicians, DJs, and qualifying performances, along with sound, staging, and equipment expenses directly associated with presenting the approved arts programming.

****Direct planning and coordination:**** Documented staff time specifically attributable to approved tourism advertising and arts activities, including coordinating promotional campaigns, booking performers, and managing those funded activities.

HOT funds will be tracked separately from Chamber funds in a new and separate bank account. The Chamber will retain invoices, receipts, proofs of payment, and applicable staff time records, and submit a post-event accounting together with attendance, ticketing visitor origin, lodging, and marketing results. Any unused funds will be returned in accordance with City requirements.

Primary purpose of funded event/activity/program/facility

The primary purpose of Brews & Balloons is to attract out-of-town visitors to Lago Vista and encourage overnight stays through a two-day destination festival featuring hot air balloon experiences, live music, tastings, and family activities. Tourism marketing will promote the festival alongside Lago Vista lodging options, encouraging visitors to stay longer and spend at local businesses.

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Check which statutory categories apply to the funding request AND the amount requested under each category:

Statutory categories and amount requested

Convention center facilities or visitor information centers

☐ Select this category

Amount requested

\$

Convention center facilities or visitor information centers: the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both;

Registration of convention delegates

☐ Select this category

Amount requested

\$

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

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

☒ Select this category

Amount requested

\$ 38000

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

Promotion of the arts

☒ Select this category

Amount requested

\$ 4450.00

Promotion of the arts: the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields,

painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, and exhibition of these major art forms;

Historical restoration and preservation projects or activities

☐ Select this category

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

Amount requested

\$

Amount requested

\$ 1500

Signage

☒ Select this category

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

Amount requested

\$ 1000

Transportation systems for tourists

☒ Select this category

Transportation systems for tourists: funding City or privately owned and operated transportation systems to: (a) transport tourists from hotels in and near the city to touristic attractions in or near the city, (b) the commercial center of the municipality, (c) other hotels in or near the municipality, and (d) a convention center in the municipality. The law specifically prohibits

the use of the local hotel tax to cover the costs for a transportation system that serves the general public.

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Questions for ALL Funding Requests

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

6

Expected attendance

3500

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

How many nights will they stay?

2

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

No formal hotel room block has been reserved. However, we created an event website that links directly to area Airbnb and VRBO accommodations and tracks referrals to those listings, encouraging overnight stays and helping measure lodging interest generated by the event. We will be working directly with the Hot Air Balloon artists on lodging if needed.

Has the organization previously received HOT funding from the City of Lago Vista?

☒ Yes

☐ No

If yes, provide details

What year(s)?

1997-2026

Amount (\$)

For what purpose?

Community Partner

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

Community partnership supporting the North Lake Travis Visitors Center, visitor information services, regional tourism promotion, and community events.

Major events/projects organized and hosted:

- Brews & Balloons: Festival featuring hot air balloons, craft beer tastings, entertainment, vendors, and family activities.
- Boots & Bubbly: New Years Eve event promoting tourism
- Dueling Piano Bar
- North Lake Travis Visitors Center: Visitor assistance and promotion of area lodging, attractions, businesses, and events.
- North Shore Navigator: Community newspaper promoting local businesses, events, and regional activities.
- Backstage Pass Luncheons, Chamber 101, and Presidents' Council: Programs connecting businesses and community leaders.
- Business ribbon cuttings and networking events: Programs supporting business visibility and community engagement.

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

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Questions for Facilities

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

Facility questions—

Expected attendance monthly/annually

Percentage of attendees staying at area hotels or lodging facilities

Questions for Events

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

Event eligibility and history—

Is this request for an event?—

- ☒ Yes
☐ No

Has this event been held previously?—

- ☒ Yes
☐ No

If yes, please complete the following

Location

7000 Bar K Park, Lago Vista TX

Date(s)

11/07/2026

Month/year held, assistance amount, number of hotel rooms used

November 2020-2026

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

We will measure lodging impact through ticket purchaser ZIP codes, attendee surveys, and tracked referrals from our event website to area Airbnb and VRBO listings.

We will request event-related booking and occupancy information from participating lodging providers, where available. Our post-event report will summarize out-of-area attendance, reported overnight stays, estimated room nights, and lodging referral activity. Website clicks will be reported separately from confirmed or attendee-reported bookings.

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

The North Lake Travis Chamber of Commerce is supporting Brews & Balloons through event revenue, including ticket sales, vendor fees, and private business sponsorships. Sponsor names and amounts will be listed as commitments are confirmed.

CapMetro has been asked to provide shuttle transportation; support is pending and would be an in-kind service. LVISD has also been asked to provide school bus shuttle transportation; this will be at a cost. Waiting to hear back from both.

No additional government funding or grants are confirmed at this time.

Please check all promotion efforts your organization is coordinating

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Additional content from previous item:

Advertising materials and promotion methods

☒ Internet

☒ Newspaper

☐ Radio

☐ TV

☒ Press releases to media

☐ Direct mailing to out-of-town recipients

☒ Other

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

Our advertising and promotions target the Greater Austin and Central Texas region, including Austin, Cedar Park, Leander, Round Rock, Georgetown, Pflugerville, Lakeway, Bee Cave, and surrounding Hill Country communities, along with Lago Vista, Jonestown, and Point Venture. Digital advertising will focus on audiences outside the immediate North Lake Travis area to attract visitors and encourage overnight stays. Our event website and social media promotions are also accessible to audiences statewide and beyond.

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

10000

Questions for Programs

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

Date of completion for the proposed program: 11/07/2026

Is the request to promote the arts?

- ☒ Yes
☐ No

If yes, please explain:

Brews & Balloons includes live music and entertainment that promote the arts as part of the festival experience. The overall funding request also supports tourism advertising and other event components; the arts portion is limited to expenses directly related to those performances.

Is the request to fund historical restoration or preservation?

- ☐ Yes
☒ No

If yes, please explain:

Required Additional Information

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

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

Additional information such as schedules or other information may be requested.

Application packets must be returned in accordance with the submission deadlines referenced in Attachment A to the Economic Development Director at eric.zeno@lagovistatexas.gov.

C – Publicity fact sheet

Please provide the following information so that your event/activity/program/facility can be promoted accurately and effectively by the City of Lago Vista. Return the completed form along with the organization logo or event/activity/program/facility flier to the Economic Development Director at eric.zeno@lagovistatexas.gov.

Event details

Name of the event/activity/program/facility	Date(s) of event/activity	Sponsoring organization
Brews and Balloons	November 07 2026	City of Lago Vista
Admission charge, if any	Group rates, if available	Location of event/activity/program/facility
Free, \$20-\$150		Bar K Park

Hours of operation

2 PM - 9 PM

Free/paid parking, availability of parking

Both

Publicity description

Brief publicity description

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

Lift Up Lago at Brews & Balloons on November 7, 2–9 PM! Enjoy hot air balloons, craft beer tastings, live music, local vendors, and a glowing Kids Zone. Bring friends and family for a memorable day in North Lake Travis, and make it a weekend with a local overnight stay.

Contact information

Publicity contact person

Contact's telephone number

Contact's email address

Website

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

Authorized Signatory

Allison Sargent

Date Signed

10/07/2026

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Post-funding Analysis and Proofs of Payment Organization Information

Organization information

Date

Name of organization

Address

City, State, Zip

Contact

Contact Phone Number

Contact Email Address

Event/Activity/Program/Facility Information

Name of funded event/activity/program/facility

Date of funded event/activity/program/facility held

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

Primary purpose of funded event/activity/program/facility

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Funding amounts

Amount received from the City's HOT funds

Amount spent out of the City's HOT funds

Specific explanation of how HOT funds were spent

Event or activity outcomes

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

How many people did you predict would attend this event/activity/program/facility? (This must be the number submitted in the application.)

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

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

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

Last year

Two years ago

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22

Additional content from previous item:

Three years ago

What method did you use to determine the number of people who booked rooms at Lago Vista area hotels, motels, inns, and bed-and-breakfast establishments by attendees of this event/activity/program/facility? For example, room block usage information, survey of hoteliers, etc.

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

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

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

☐ Internet	Internet amount spent (\$) 	☐ Newspaper
Newspaper amount spent (\$) 	☐ Radio	Radio amount spent (\$)
☐ Press releases	Press releases amount spent (\$) 	☐ Direct mail
Direct mail amount spent (\$) 	☐ Other	Other amount spent (\$)

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

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

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

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

Business utilization

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

Event participation

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

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

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

Authorized Signatory

Date Signed

mm/dd/yyyy

This Post-Funding Analysis must be completely and accurately filled out and returned no later than sixty (60) days after the event / activity / program / facility to the Economic Development Director at eric.zeno@lagovistatexas.gov.

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

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Attachment A

Application Timeline

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

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

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

Date	Description
October 1	Funds available for distribution according to application request.

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

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

Funds available for distribution according to application request.

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

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CITY COUNCIL AGENDA ITEM REPORT

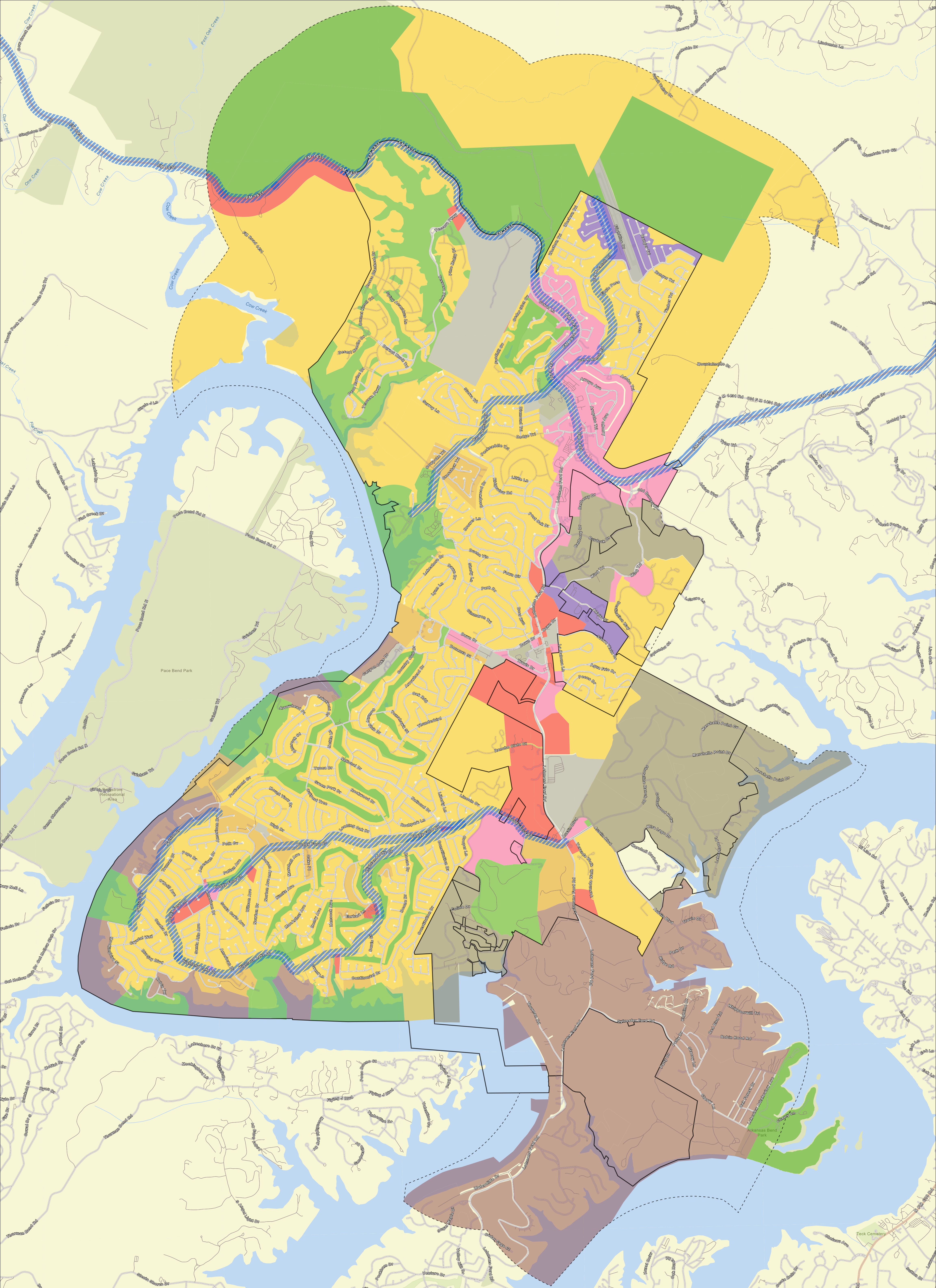
DATE: October 15, 2026

SUBMITTED BY: Shane Saum, Mayor

SUBJECT: Consider, discuss, and possibly take action regarding the Comprehensive Plan Update as it relates to the Future Land Use Map (FLUM) limited to review and possible addition of commercial designations to the FLUM, and provide direction to staff regarding preparation of the draft in accordance with direction on commercial designations.

ATTACHMENTS:

[Map.pdf](#)



Civic Places	Parks & Conservation
Employment & Service District	Regional Commercial District
Neighborhood Activity Center	Rural Residential Tier 1
Neighborhood Residential	Rural Residential Tier 2
Neighborhood Transition	Scenic Corridor
City Limits	
City	ETJ

(DRAFT) City Of Lago Vista Future Land Use Map		
*Disclaimer: Map is not intended to reflect entitlements		Drafted 10/8/2026
		Drawn By City of Lago Vista
Spatial Reference: NAD 1983 CORSSg6 StatePlane Texas Central FIPS 4203 Ft US		

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CITY COUNCIL AGENDA ITEM REPORT

DATE: October 15, 2026

SUBMITTED BY: Robin Smith, City Secretary

SUBJECT: Consider, discuss, and possibly take action regarding the selection of a candidate for the Texas Municipal League (TML) Region 10 Director election ballot.

BACKGROUND: The officials listed on this ballot have been nominated to serve a two-year term on the TML Board of Directors. A brief biography for each candidate is included.

RECOMMENDATION: Select one of the candidates to serve as a Director on the TML Region 10.

ATTACHMENTS:
[TML Region 10 Director Election.pdf](#)



OFFICIAL BALLOT

Texas Municipal League (TML) Region 10 Director Election

This is the official ballot for the election of the Region 10 director of the TML Board of Directors. You received this ballot because you are the city's primary contact person with TML. Each TML member city is entitled to one vote, which vote must be cast by a majority vote of the city's governing body. Please record your city's choice by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate.

The officials listed on this ballot have been nominated to serve a two-year term on the TML Board of Directors. A brief biography for each candidate is included after the ballot.

Ballots must reach the TML office by 5:00 p.m. Central Time on November 5, 2026. Ballots received after this date cannot be counted. **The ballot must be properly signed and mailed to: Rachael Pitts, Texas Municipal League, 1821 Rutherford Lane, Suite 400, Austin, TX 78754, or scanned and emailed to rpitts@tml.org. If the ballot is not signed, it will not be counted.**

Region 10 Director (select one)

☐

Jimmy Jenkins, Councilmember, Smithville (Incumbent)

☐

Na'Cole Thompson, Mayor, Leander

Certificate

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

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

Signature of Authorized Official

Title

Printed Name of Authorized Official

Printed Name of City

Region 10 Director Candidate Biographies



Jimmy Jenkins, Councilmember, Smithville (Incumbent)

Jimmy Jenkins is retired from American Airlines and returned home to Smithville in 2018. He was born in Wichita Falls and has been a tradesman all his life. After retirement, he wanted to keep his mind and body active and started attending council meetings. In 2023, he ran for and was elected to the Smithville City Council and was re-elected in 2025. Smithville is on the edge of the rapid growth occurring in Bastrop County, and Jenkins expects that growth to reach the city's doorstep within the next two to three years. As a councilmember, he has been very active in the Texas Municipal League (TML), Capital Area Regional Transportation Planning Organization (CARTPO), the Bastrop County Public Health Taskforce, and other city-related

organizations and initiatives. Managing land use, working with officials to protect the City's ability to govern, and managing infrastructure are his top priorities. Jenkins was appointed to serve on the 2024 and 2026 TML Policy Summits, where he worked to protect cities' rights to govern and promote good legislation. He is a firm believer that by working together, cities and towns can improve the lives of constituents and make cities better. His priorities for Region 10 include listening to the perspectives of member cities, supporting collaboration among municipal leaders, and ensuring that the ideas and concerns of the region are effectively communicated to TML leadership. He is committed to supporting strong communities and maintaining the quality of life that makes Texas a desirable place to live, work, and raise a family.



Na'Cole Thompson, Mayor, Leander

Na'Cole Thompson made history with her election as the mayor of Leander on February 7, 2026, after serving three terms as mayor pro tem and on city council since 2021. A native Texan, small business owner, and community leader, she is known for bringing people together, strengthening small businesses, and leading initiatives in public safety, civic engagement, and cultural celebration. Through regional leadership with organizations like Capital Area Metropolitan Planning Organization, Capital Area Council of Governments, and Brushy Creek Regional Utility Authority, Thompson continues to shape the future of Central Texas with a leadership style

rooted in trust, collaboration, and results.



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CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 15, 2026
SUBMITTED BY:	Ron Joy, Chief of Police
SUBJECT:	Consider, discuss, and possibly take action to ratify the acceptance of Assistant Chief Thomas Franco as Interim Police Chief.
RECOMMENDATION:	Accept Thomas Franco as Interim Police Chief.



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CITY COUNCIL AGENDA ITEM REPORT

DATE: October 15, 2026

SUBMITTED BY: Eric Zeno, Economic Development Director

SUBJECT: Discuss the 2027 Economic Development and tourism strategy for the city.