

Mayor
Ed Tidwell

Mayor Pro-Tem
Arch Davila



Council Members
David Williams
Kevin Sullivan
Chelaine Marion
Dick Weatherly
Paul Prince

**AMENDED AGENDA
CITY COUNCIL
REGULAR MEETING**

NOTICE IS HEREBY GIVEN that the Lago Vista City Council will hold a regular meeting on Thursday, September 16, 2021, beginning at 5:30 p.m. with Executive Session, as prescribed by V.T.C.A., Government Code Section §551.041 to consider the following agenda items.

THIS MEETING WILL BE HELD IN CITY COUNCIL CHAMBERS AT 5803 THUNDERBIRD, LAGO VISTA TEXAS, WHERE A QUORUM OF THE COUNCIL WILL BE PRESENT, AND UTILIZING THE GOTOMEETING VIDEOCONFERENCING TOOL.

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CALL TO ORDER, CALL OF ROLL

EXECUTIVE SESSION

1. Convene into a closed Executive Session pursuant to Sections 551.071 (Advice of Counsel), 551.072 (Real Property), 551.074 (Personnel), Section 551.087 (Economic Development), Texas Government Code and Section 1.05 Texas Disciplinary Rules of Professional Conduct regarding:
 - A. Consultation with Legal Counsel and possible action concerning any regular meeting agenda item requiring confidential, attorney/client advice necessitated by the deliberation or discussion of said item (as needed).
 - B. Consultation with Legal Counsel regarding pending complaints against Rob Durbin. (Texas Government Code Section 551.071).

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

2. Reconvene from Executive Session into open session to act as deemed appropriate in City Council's discretion regarding:
 - A. To take any necessary action regarding any regular meeting agenda item requiring confidential, attorney/client advice necessitated by the deliberation or discussion of said item (as needed).
 - B. To take any necessary action regarding pending complaints against Rob Durbin. (Texas Government Code Section 551.071).

To participate in the citizens comment portion of the meeting, please submit your questions or comment 10 minutes prior to the beginning of the meeting utilizing the online form found on the City's web page and the link below. Your questions or comments will be read aloud and entered into the minutes of the meeting. The virtual conference meeting will start approximately 10 minutes prior to the meeting which will begin at 6:30 p.m.

<http://www.lagovistatexas.org/Citizen%20Participation%20Form%20-%20City%20Council.pdf>

PLEDGE OF ALLEGIANCE, PLEDGE TO TEXAS FLAG

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

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

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

CONSENT AGENDA

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

3. Approval of the August 2, 2021, and August 4, 2021, special called meeting minutes.
4. Approval of an Interlocal Agreement between the City of Lago Vista and the City of Jonestown for reciprocal municipal court assistance services.

PUBLIC HEARING AND POSSIBLE ACTION (FIRST CONSIDERATION)

5. The Lago Vista City Council will hold a public hearing and consider Resolution No. 21-1899 adopting the Lands Use Assumptions and Capital Improvements Plan for the possible implementation of roadway impact fees.
 - Open public hearing
 - Mayor's presentation
 - Close public hearing
 - Council discussion and possible decision (continue public hearing if no decision results)

ACTION ITEMS

6. Discussion, consideration, and possible action regarding a roll call vote on adoption of a proposal to set a 2021 tax rate of \$0.6070 for the City of Lago Vista and schedule public hearings and take necessary action.
7. Discussion, consideration, and possible approval to pursue \$30,000 Coronavirus Aid Relief and Economic Security Act Grant (CARES).
8. Discussion, consideration, and possible action to reject the 2021 Roadway Rehab Project bids.
9. Discussion and possible action on selecting Survey Consultant for the City of Lago Vista and authorize City Manager to negotiate and execute a contract, price, and scope of work.
10. Discussion, consideration, and possible action regarding Resolution No. 21-1898; A Resolution by the City Council of the City of Lago Vista, Texas adopting an official newspaper for the City of Lago Vista.
11. Discussion, consideration, and possible action regarding Resolution No. 21-1900; A Resolution by the City Council of the City of Lago Vista, Texas scheduling a public hearing to consider adoption of impact fees for roadway facilities; directing the City Secretary to publish notice of said public hearing; and establishing an effective date.
12. Discussion, consideration, and possible action regarding Resolution No. 21-1901; A Resolution by the City Council of the City of Lago Vista, Texas scheduling a public hearing to consider an update of impact fees for water and wastewater facilities; directing the City Secretary to publish notice of said public hearing; and establishing an effective date.

ADJOURNMENT

IT IS HEREBY CERTIFIED that the above Notice was posted on the Bulletin Board located at all times in City Hall in said City at 4:50 p.m. on the 13th day of September 2021.

/s/
Sandra Barton, 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.

MEETING DATE: September 16, 2021

CALL TO ORDER:

**AGENDA ITEM: CALL TO ORDER, CALL OF ROLL, PLEDGE OF ALLEGIANCE,
INVOCATION**

Comments:

ADJOURN:

TURN RECORDER OFF

Motion by: _____

Seconded by: _____

Content of Motion: _____

Vote: Williams _____ **; Sullivan** _____ **; Davila** _____ **; Marion** _____ **;**

Tidwell _____ **; Weatherly** _____ **; Prince** _____

Motion Carried: Yes _____ **; No** _____

MEETING DATE: September 16, 2021

AGENDA ITEM: EXECUTIVE SESSION

Comments:

- A. Consultation with Legal Counsel and possible action concerning any regular meeting agenda item requiring confidential, attorney/client advice necessitated by the deliberation or discussion of said item (as needed).
- B. Consultation with Legal Counsel regarding pending complaints against Rob Durbin. (Texas Government Code Section 551.071)

MEETING DATE: September 16, 2021

AGENDA ITEM: RECONVENE FROM EXECUTIVE SESSION

- A. To take any necessary action regarding any regular meeting agenda item requiring confidential, attorney/client advice necessitated by the deliberation or discussion of said item (as needed).
- B. To take any necessary action regarding pending complaints against Rob Durbin. (Texas Government Code Section 551.071).

MEETING DATE: September 16, 2021

AGENDA ITEM: CITIZEN COMMENTS

Comments:



AGENDA ITEM
City of Lago Vista

To: Mayor & City Council

Council Meeting: September 16, 2021

From: Mayor Tidwell/Council

Subject: Items of Community Interest

Request: Other

Legal Document: Other

Legal Review: ☐

EXECUTIVE SUMMARY:

This is a new section that we are adding to the Council Agenda.

For this agenda, we have included the items that can be communicated under this section.
Those items are:

- a. Expressions of thanks, gratitude, and condolences
- b. Information regarding holiday schedules
- c. Recognition of individuals, including Proclamations
- d. Reminders regarding City Council Events
- e. Reminders regarding community events
- f. Health and Safety Announcements.

No action is required for these items.

Impact if Approved:

N/A

Impact if Denied:

N/A

Is Funding Required? ☐ Yes ☒ No If Yes, Is it Budgeted? ☐ Yes ☐ No ☐ N/A

Indicate Funding Source:

Suggested Motion/Recommendation/Action

Motion to - -

Motion to - -

Motion to - -

Known as:

Agenda Item Approved by City Manager

MEETING DATE: September 16, 2021

AGENDA ITEM: CONSENT AGENDA

Comments:

CONSENT AGENDA

Approval of the following Council meeting minutes:

August 2, 2021, special called meeting minutes and
August 4, 2021, special called meeting minutes

**OFFICIAL MINUTES OF THE CITY COUNCIL
SPECIAL CALLED MEETING
MONDAY, AUGUST 2, 2021**

BE IT REMEMBERED that on the 2nd day of August, A.D., 2021, the City Council held a special called meeting at 5:32 p.m. via Go to Meeting, there being present via videoconferencing and acting the following:

Ed Tidwell	Mayor	Chelaine Marion	Council Member
Arch Davila	Mayor Pro Tem	Dick Weatherly	Council Member
David Williams	Council Member	Paul Prince	Council Member
Kevin Sullivan	Council Member		

CALL TO ORDER, CALL OF ROLL, PLEDGE OF ALLEGIANCE

Mayor Tidwell called the special called meeting to order at 5:32 p.m. and announced that all Councilmembers were present and led the Pledge of Allegiance and Pledge to the Texas Flag.

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

None

WORK SESSION

2:28 - 3:40:25

Mayor left the meeting at 2:43:48 and returned at 2:59:50.

Mayor left the meeting at 3:10:13 and did not return.

1. FY2021/2022 Budget workshop.

No action was taken by Council.

ADJOURNMENT

Mayor Pro Tem Davila adjourned the meeting at 9:11 p.m.

Respectfully submitted,

Ed Tidwell, Mayor

ATTEST:

Sandra Barton, City Secretary

On a motion by _____, seconded by _____, the above and foregoing instrument was passed and approved this 16th day of September 2021.

**OFFICIAL MINUTES OF THE CITY COUNCIL
SPECIAL CALLED MEETING
WEDNESDAY, AUGUST 4, 2021**

BE IT REMEMBERED that on the 4th day of August, A.D., 2021, the City Council held a special called meeting at 5:30 p.m. via Go to Meeting, there being present via videoconferencing and acting the following:

Ed Tidwell	Mayor	Chelaine Marion	Council Member
Arch Davila	Mayor Pro Tem	Dick Weatherly	Council Member
Dave Williams	Council Member	Paul Prince	Council Member
Kevin Sullivan	Council Member		

CALL TO ORDER, CALL OF ROLL, PLEDGE OF ALLEGIANCE, INVOCATION

Mayor Tidwell called the special called meeting to order at 5:32 p.m. and announced that all Councilmembers were present. Mayor Tidwell led the Pledge of Allegiance and Pledge to the Texas Flag.

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

None

ACTION ITEM

1. Discussion, consideration, and possible action regarding Charter Review Committee recommendations.

1:37: - 16:37 and 30:25 – 32:57

- A. Shall Section 1.04, entitled "Annexation and Dis-annexation" be amended to provide for the City's annexation authority to include non-contiguous city property in accordance with State law? If approved, Section 1.04(a) would read as follows:

Section 1.04 Annexation and Dis-annexation.

- a. Annexation by City Council. The Council shall have the power, by ordinance, to annex property, to fix the boundaries of the City and to provide for the alteration or extension of said boundaries, pursuant to the laws of the State of Texas, now or as may be amended.

On a motion by Councilmember Sullivan, seconded by Councilmember Marion, Council voted unanimously that we move forward with the language for item A on the ballot with the exception that we want to make the adjustment to the descriptive section to describe what it is that's being done or what's being dropped as Councilor Prince enumerated earlier.

Councilmember Prince suggested amending that to be maybe a little more specific to say that add to the descriptive language that we are amending to provide for the City's annexation authority to include, and here's where I'm adding, to include non-contiguous city-owned property in accordance with and then it goes on from there.

Council member Sullivan accepted the amendment. Motion carries.

On a motion by Mayor Tidwell, seconded by Councilmember Sullivan, Council voted unanimously to reconsider A.

On a motion by Councilmember Sullivan, seconded by Councilmember Marion, Council voted unanimously that we accept Item A as edited by Ms. Selvera as displayed on our current screen. Motion carries.

16:50 - 30:25

- B. Shall Section 3.03 be amended in accordance with State law to make the City Secretary the judge of the qualifications of all candidates for elected office? If approved, Section 3.03 would read as follows:

Section 3.03 Judge of Election Qualifications.

The City Secretary shall be the judge of the qualifications of all candidates for elected office.

On a motion by Councilmember Sullivan, seconded by Councilmember Williams, Council voted unanimously that we accept item B as displayed on our current screen as edited by Ms. Selvera. Motion carries.

33:18 – 40:17

- C. Shall Section 3.15 be amended to clarify that a required ordinance may regulate persons, property or both? If approved, the second paragraph of Section 3.15 would read as follows:

An ordinance must be enacted whenever the purpose is to regulate persons, property or both; whenever there is imposed a penalty, fine, forfeiture, or tax; whenever the purpose is to set a rate to be paid by consumers; whenever an ordinance is required by state law or this Charter; or when an ordinance is amended.

On a motion by Councilmember Sullivan, seconded by Councilmember Marion, Council voted unanimously that we accept item C as edited by Ms. Selvera on the screen. Motion carries.

40:18 – 56:04

- D. Shall the first paragraph of Section 3.16 be amended in accordance with State law regarding enactment of ordinances? If approved, the first paragraph of Section 3.16 would read as follows:

Section 3.16 Procedure to Enact Legislation.

Every ordinance shall be introduced in written or printed form and shall have a clearly summarized and fully descriptive title and caption. The reading aloud of the descriptive caption of the ordinance shall suffice as a reading of the ordinance in its entirety, provided that a written or printed copy thereof has been furnished to each member of the Council prior to such meeting, or at such meeting without objection by a member of the Council. A majority of the members of the Council present and voting may require an ordinance to be read in its entirety. All ordinances to be enacted by the Council shall be considered and the descriptive caption of such ordinance read in open meeting of the Council at a minimum of one (1) Council meeting. Any Council Member may by request made on the record at the meeting require a second reading. The affirmative vote of the majority of the members of the Council present and voting, except as otherwise required by statute or this Charter, shall be necessary to adopt any ordinance.

On a motion by Councilmember Sullivan, seconded by Councilmember Williams, Council voted unanimously that we accept item D as amended by Ms. Selvera on the screen. Motion carries.

56:05 – 1:16:15

- E. Shall Section 3.19 be amended to refer to a “Code of Ordinances,” to require that all amendments be codified and maintained by the City Secretary, and to provide means of access to all other

adopted codes, no longer requiring the City to provide printed copies of third-party intellectual property? If approved, Section 3.19 would read as follows:

Section 3.19 Adoption of Code.

The City shall adopt by ordinance a Code of Ordinances. All amendments to the Code of Ordinances shall be codified and maintained by the City Secretary. The City may adopt any standard code, regulations and/ or standards for buildings, plumbing, electrical, air conditioning and heating, and other trades and construction, and establish appropriate penalties for their violation. Copies of adopted codes, trade regulations and standards and technical regulations shall be referenced and linked on the City website and made public in a form to allow any competent individual to obtain a copy or view those adopted codes, trade regulations and standards, and technical regulations whether by purchase or internet.

On a motion by Councilmember Sullivan, seconded by Councilmember Marion, Council voted unanimously that we accept item E as modified by Ms. Selvera on the screen. Motion carries.

1:16:16 – 1:25:47

- F. Shall the first paragraph of Section 4.01 be amended to require at least five affirmative votes to appoint the city manager and raise or lower the city manager's compensation? If approved, the first paragraph of Section 4.01 would read as follows:

Section 4.01 City Manager.

The Council shall appoint a City Manager who shall be chosen primarily on the basis of his/her executive and administrative training, experience and ability. The affirmative vote of five (5) members, or more, of the Council shall be required to appoint a person as City Manager or change the City Manager's compensation package. Within six (6) months after employment, the City Manager shall reside within the City limits, unless the Council approves an outside residence. The City Manager shall receive compensation as determined by the Council. The compensation shall be agreed upon prior to employment and the Council may contract with the City Manager to establish the terms of employment. The Council shall reserve the right to raise or lower the compensation at its sole discretion by the vote of five (5) members or more. The City Manager may be removed or suspended at the sole discretion of the Council by an affirmative vote of five (5) members or more of the Council.

On a motion by Councilmember Sullivan, seconded by Councilmember Williams, Council voted unanimously that we accept item F as modified by Ms. Selvera on the screen. Motion carries.

1:25:48 – 1:29:00

- G. Shall the third paragraph of Section 4.01 be amended to correct a reference from subsection to the entire charter regarding investigations by the City Council? If approved, the word "charter" would be substituted for the word "subsection," and the third paragraph of Section 4.01 would read as follows:

The Council, except as provided for in Section 3.06 of this Charter, shall direct and supervise the City Manager only by majority vote. Except for the purposes of inquiries and investigations under this charter, the City Council or its members shall deal with employees who are subject to the supervision of the City Manager solely through the City Manager. Neither the Council nor its members shall give orders to or in any way exercise the influence of their office on such officer or employee, either publicly or privately, except as otherwise provided in this Charter.

On a motion by Councilmember Sullivan, seconded by Councilmember Marion, Council voted unanimously that we accept item G as modified by Ms. Selvera on the screen. Motion carries.

1:29:04 – 1:50:33

- H. Shall Section 4.03 be amended in accordance with State law regarding appointment of municipal judges and court clerks and compensation of municipal judges? If approved, Section 4.03 would read as follows:

Section 4.03 Municipal Court.

A municipal court, designated as the Municipal Court of Record of the City of Lago Vista, is hereby established. The court shall have jurisdiction over all matters, offenses and issues as now or hereafter provided by state law, and all other matters, offenses and issues as provided by ordinance not inconsistent with state law. The Municipal Judge and any Associate Municipal Judges deemed necessary shall be nominated by the City Manager and appointed by the Council. Compensation for the Municipal Judge and any Associate Judges shall be set by the City Council. A Court Clerk and such deputies as deemed necessary by the City Council shall be appointed pursuant to City ordinance and State law. The Court Clerk and any deputies shall have the power to administer oaths and affidavits, make certificates, affix the court seal and perform any and all duties authorized by state law or ordinance. All costs, fees, special expenses and fines imposed by the Municipal Court shall be paid into the City Treasury for the use and benefit of the City unless otherwise required by state law.

On a motion by Councilmember Sullivan, seconded by Councilmember Williams, Council voted unanimously that we accept item H as modified by Ms. Selvera on the screen. Motion carries.

1:50:34 – 1:53:58

- I. Shall Section 5.01 be amended to delete an obsolete sentence regarding prior council member terms and to make non-substantive corrections? If approved, Section 5.01 would read as follows:

Section 5.01 City Elections.

Beginning with the general City election to be held in 2016 and for each successive general City election, the general City election shall be held annually on the uniform election date in November in accordance with the election laws of the State of Texas. All terms of office for all members shall be as set forth in Section 3.01. The Council shall fix the places for holding such election, and the City Secretary shall give notice of the election in the manner required by the laws of the State of Texas. The Council may, by ordinance, call special elections as required or authorized by state law or this Charter. The Council shall fix the time and places for such special elections, direct the City Secretary to give notice thereof and provide all means for holding same. A certified list of registered voters residing within the City shall be obtained by the City Secretary for each election. All City elections shall be held in accordance with state law, this Charter, and the ordinances, resolutions and orders adopted by the Council for the conduct of elections. The Council shall provide for the election, appoint election judges and other officials and shall determine and provide for their compensation and for all other expenses of holding municipal elections. In the absence of state law providing regulations for the conduct of any election, or any related action or procedure, the council shall provide such regulations by ordinance.

On a motion by Councilmember Sullivan, seconded by Councilmember Marion, Council voted unanimously that we accept item I as displayed on the screen as amended by Ms. Selvera because I think she added the question mark. Motion carries.

1:54:01 – 1:57:29

- J. Shall Section 6.08 be amended to reduce the percentage of registered voters required for a recall petition from twenty percent to ten percent? If approved, Section 6.08 would read as follows:

Section 6.08 Power of Recall.

The people of the City reserve the power to recall the Mayor or any other member of the Council and may exercise such power by filing with the City Secretary a valid petition demanding the removal of the Mayor or a Council Member(s). Such petition shall be signed by qualified voters of the City equal in number to at least ten (10) percent of the number of registered voters who resided in the City at the time of the last general City election. The petition shall be signed and verified as required by Section 6.12 and shall contain a specific statement of the grounds for which the removal is sought. One of the signers of each petition shall make an affidavit that the statements therein made are true. A separate petition is required for each elected official to be recalled. The recall petition process shall begin with the filing of a written notice of intent with the City Secretary. This notice shall be signed by five (5) qualified voters of the City and shall state the name of the elected official to be recalled. The filing date of this notice shall be the formal beginning of the recall process. All petition signatures shall be collected, and the petition filed with the City Secretary in accordance with the requirements specified in Section 6.12.

On a motion by Councilmember Sullivan, seconded by Councilmember Marion, Council voted unanimously that we accept item J as modified by Ms. Selvera on the screen. Motion carries.

1:57:30 – 2:00:48

- K. Shall Section 6.11 be amended to allow recall petition limitations to apply equally to newly elected and re-elected officials? If approved, Section 6.11 would read as follows:

Section 6.11 Limitations on Recall.

No recall petition may be filed against any officer of the City within six (6) months after his/her election or appointment, or within the three (3) months preceding the expiration of his/her term of office, or more than once during any two (2) year term of office.

On a motion by Councilmember Sullivan, seconded by Councilmember Marion, Council voted unanimously that we accept item K as amended by Ms. Selvera on our screen. Motion carries.

2:00:49 – 2:15:36

- L. Shall the first paragraph of Section 8.10 be amended in accordance with state law regarding petitions and bond elections? If approved, the first paragraph of Section 8.10 would read as follows:

Section 8.10 Bonds and Other Financial Obligations.

The Council shall have the power to borrow money on the credit of the City and to issue bonds, certificates of obligation, warrants, notes or other evidences of indebtedness for permanent public improvements or for any other public purpose not prohibited by state law or this Charter. Notwithstanding any other provision of this Charter to the contrary, ordinances authorizing the issuance of bonds, certificates of obligation, warrants, notes or other evidences of indebtedness, or ordinances authorizing the levy of taxes or the pledge of revenues to secure payment of indebtedness, shall require two (2) readings. Any petition protesting issuance of bonds or certificates of obligation shall comply with applicable State law and any election held shall be conducted in the manner for bond elections under Chapter 1251, Government Code. The issuance of bonds, certificates of obligation, warrants, notes or other evidences of indebtedness shall be subject only to the following limitations:

No general obligation bonds, other than refunding bonds, shall be issued except as approved by a majority vote of the citizens voting at an election held for such purpose;

- a) No indebtedness or obligation shall be issued except in compliance with the requirements of state law;
- b) No form of indebtedness other than general obligation bonds approved by public vote may be issued without a public hearing being held;

- c) Prior to the required public hearing notice of such hearing shall be published once a week for three consecutive weeks in a newspaper of general circulation in the City;
- d) The published notice shall clearly summarize the relevant statutory provisions providing for a petition and election; give the time, date and place at which the public hearing will be held, and the time, date and place at which the issuance of the indebtedness is planned to be authorized; and the manner and funding source proposed for the payment of the debt obligations; and
- f) The authorization for bonds authorized but not issued shall expire ten years after the date of authorization.

On a motion by Councilmember Williams, seconded by Councilmember Marion, Council voted unanimously that we approve number L in accordance with the changes that Erin has made to it. Motion carries.

2:15:36 – 2:19:35

M. Shall last paragraph of Section 8.11 be amended to reduce the percentage from ten percent to five percent of registered voters required to protest issuance of debt instruments? If approved, the last paragraph of Section 8.11 would read as follows:

Unless provided otherwise by state law, if before the date tentatively set for the authorization of the obligations, the City Secretary receives a petition, signed by qualified voters equal in number to at least five (5) percent of the number of registered voters in the City at the time of the last general city election, protesting the issuance of the debt instruments, the City may not authorize the issuance of the obligations unless the issuance is approved at an election ordered, held and conducted in the manner provided for bond elections under Texas law.

On a motion by Councilmember Sullivan, seconded by Councilmember Marion, Council voted unanimously that we accept item M as modified by Ms. Selvera on the screen. Motion carries.

2:19:36 – 2:21:39

N. Shall the Charter be amended to correct non-substantive grammatical, typographical errors and scrivener's errors?

Corrections to the following sections would include:

- 3.01: "Tern" to "Tem"
- 3.08 paragraph 2: "Tern" to "Tem"
- 3.16 paragraph 2: "Tern" to "Tem"
- 4.01(G): "(G)" to "(j)"
- 5.01(c): "f▶le" to "file"
- 8.12: "foml" to "form"
- 10.06 (i): "and I or" to "and/or"
- 10.07: "connection" to "correction"

On a motion by Councilmember Sullivan, seconded by Councilmember Williams, Council voted unanimously that we accept item N as modified by Ms. Selvera on the screen. Motion carries.

ADJOURNMENT

Mayor Tidwell adjourned the meeting at 8:03 p.m.

Respectfully submitted,

Ed Tidwell, Mayor

ATTEST:

Sandra Barton, City Secretary

On a motion by _____, seconded by _____, the above and foregoing instrument was passed and approved this 16th day of September 2021.

DRAFT

Summary

At the July 29th City Council meeting, Council voted to move forward with a total of twenty-one (21) proposed changes to the City Charter. Eight (8) of the proposed changes are non-substantive corrections to spelling, punctuation or scrivener's error identified by the Charter Review Committee. These eight will be bundled into one ballot measure. Of the remaining thirteen (13) changes, five (5) are proposed to make Charter language consistent with state law. The other eight (8) consist primarily of language proposed by the Charter Review Committee for clarification or to reflect a change in policy or practice by the City.

Draft Ballot Language

- A. Shall Section 1.04, entitled "Annexation and Dis-annexation" be amended to provide for the City's annexation authority to include non-contiguous city property in accordance with ~~current Texas Law~~ State law? If approved, Section 1.04(a) would read as follows:

Section 1.04 Annexation and Dis-annexation.

- a. Annexation by City Council. The Council shall have the power, by ordinance, to annex property, to fix the boundaries of the City and to provide for the alteration or extension of said boundaries, pursuant to the laws of the State of Texas, now or as may be amended.

- B. Shall Section 3.03 be amended ~~to in accordance with State law to~~ in accordance with State law to make the City Secretary the judge of the qualifications of all candidates for elected ~~officers~~? If approved, Section 3.03 would read as follows:

Section 3.03 Judge of Election Qualifications.

The City Secretary shall be the judge of the qualifications of all candidates for elected ~~officers~~.

Commented [ES1]: officers? or offices?

Commented [ES2]: officers or offices?

- C. Shall Section 3.15 be amended to clarify that a required ordinance may regulate persons, property or both? If approved, the second paragraph of Section 3.15 would read as follows:

An ordinance must be enacted whenever the purpose is to regulate persons, property or both; whenever there is imposed a penalty, fine, forfeiture, or tax; whenever the purpose is to set a rate to be paid by consumers; whenever an ordinance is required by state law or this Charter; or when an ordinance is amended. ~~The authority of the Council to legislate to accomplish any public purpose shall be subject only to the following:~~

- D. Shall the first paragraph of Section 3.16 be amended ~~to be consistent~~ in accordance with State law regarding enactment of ordinances? If approved, the first paragraph of Section 3.16 would read as follows:

Section 3.16 Procedure to Enact Legislation.

Every ordinance shall be introduced in written or printed form and shall have a clearly summarized and fully descriptive title ~~or~~ and caption. The reading aloud of the descriptive caption of the ordinance shall suffice as a reading of the ordinance in its entirety, provided that a written or printed copy thereof has been furnished to each member of the Council prior to such meeting, or at such meeting without objection by a member of the Council. A majority of the members of the Council present and voting may require an ordinance to be read in its entirety. All ordinances to be enacted by the Council shall be considered and the descriptive caption of such ordinance read in open meeting of the Council at a minimum of one (1) Council meeting. Any Council Member may by request made on the record at the meeting require a second reading. The affirmative vote of the majority of the members of the Council present and voting, except as otherwise required by statute or this Charter, shall be necessary to adopt any ordinance.

- E. Shall Section 3.19 be amended to refer to a “Code of Ordinances.” to require that all amendments be codified and maintained by the City Secretary, and to provide means of access to all other adopted codes, no longer requiring the City to provide printed copies of third-party intellectual property? If approved, Section 3.19 would read as follows:

Section 3.19 Adoption of Code.

The City ~~may~~shall, adopt by ordinance, a Code of Ordinances. All amendments to the Code of Ordinances shall be codified and maintained by the City Secretary. The City may adopt any standard code, regulations and/ or standards for buildings, plumbing, electrical, air conditioning and heating, and other trades and construction, and establish appropriate penalties for their violation. Copies of adopted codes, trade regulations and standards and technical regulations shall be referenced and linked on the City website and made public in a form to allow any competent individual to obtain a copy or view those adopted codes, trade regulations and standards, and technical regulations whether by purchase or internet.

- F. Shall the first paragraph of Section 4.01 be amended to require at least five affirmative votes to appoint the city manager and raise or lower the city manager’s compensation? If approved, the first paragraph of Section 4.01 would read as follows:

Section 4.01 City Manager.

The Council shall appoint a City Manager who shall be chosen primarily on the basis of his/her executive and administrative training, experience and ability. The affirmative vote of five (5) members, or more, of the Council shall be required to appoint a person as City Manager or change the City Manager’s compensation package. Within six (6) months after employment, the City Manager shall reside within the City limits, unless the Council approves an outside residence. The City Manager shall receive compensation as determined by the Council. The compensation shall be agreed upon prior to employment and the Council may contract with the City Manager to establish the terms of employment. The Council shall reserve the right to raise or lower the compensation at its sole discretion by the vote of five (5) members or more. The City Manager may be

removed or suspended at the sole discretion of the Council by an affirmative vote of five (5) members or more of the Council.

- G. Shall the third paragraph of Section 4.01- be amended to correct a reference from subsection to the entire charter regarding investigations by the City Council? If approved, the word “charter” would be substituted for the word “subsection,” and the third paragraph of Section 4.01 would read as follows:

The Council, except as provided for in Section 3.06 of this Charter, shall direct and supervise the City Manager only by majority vote. Except for the purposes of inquiries and investigations under this charter, the City Council or its members shall deal with employees who are subject to the supervision of the City Manager solely through the City Manager. Neither the Council nor its members shall give orders to or in any way exercise the influence of their office on such officer or employee, either publicly or privately, except as otherwise provided in this Charter.

- H. Shall Section 4.03 be amended ~~to comply in accordance~~ -with State law regarding appointment of municipal judges and court clerks and compensation of municipal judges? If approved, Section 4.03 would read as follows:

Section 4.03 Municipal Court.

A municipal court, designated as the Municipal Court of Record of the City of Lago Vista, is hereby established. The court shall have jurisdiction over all matters, offenses and issues as now or hereafter provided by state law, and all other matters, offenses and issues as provided by ordinance not inconsistent with state law. The Municipal Judge and any Associate Municipal Judges deemed necessary shall be nominated by the City Manager and appointed by the Council. Compensation for the Municipal Judge and any Associate Judges shall be set by the City Council. A Court Clerk and such deputies as deemed necessary by the City Council shall be appointed pursuant to City ordinance and State law. The Court Clerk and any deputies shall have the power to administer oaths and affidavits, make certificates, affix the court seal and perform any and all duties authorized by state law or ordinance, ~~or directed by the presiding judge~~. All costs, fees, special expenses and fines imposed by the Municipal Court shall be paid into the City Treasury for the use and benefit of the City unless otherwise required by state law.

Commented [ES3]: could add in "nominated by the City Manager and"

- I. Shall Section 5.01 be amended to delete an obsolete sentence regarding prior council member terms and to make non-substantive corrections? If approved, Section 5.01 would read as follows:

Section 5.01 City Elections.

Beginning with the general City election to be held in 2016 and for each successive general City election, the general City election shall be held annually on the uniform election date in November in accordance with the election laws of the State of Texas. All terms of office for all members shall be as set forth in Section 3.01. The Council shall fix

the places for holding such election, and the City Secretary shall give notice of the election in the manner required by the laws of the State of Texas. The Council may, by ordinance, call special elections as required or authorized by state law or this Charter. The Council shall fix the time and places for such special elections, direct the City Secretary to give notice thereof and provide all means for holding same. A certified list of registered voters residing within the City shall be obtained by the City Secretary for each election. All City elections shall be held in accordance with state law, this Charter, and the ordinances, resolutions and orders adopted by the Council for the conduct of elections. The Council shall provide for the election, appoint election judges and other officials and shall determine and provide for their compensation and for all other expenses of holding municipal elections. In the absence of state law providing regulations for the conduct of any election, or any related action or procedure, the council shall provide such regulations by ordinance.

- J. Shall Section 6.08 be amended to reduce the percentage of registered voters required for a recall petition from twenty percent to ten percent? If approved, Section 6.08 would read as follows:

Section 6.08 Power of Recall.

The people of the City reserve the power to recall the Mayor or any other member of the Council and may exercise such power by filing with the City Secretary a valid petition demanding the removal of the Mayor or a Council Member(s). Such petition shall be signed by qualified voters of the City equal in number to at least ten (10) percent of the number of registered voters who resided in the City at the time of the last general City election. The petition shall be signed and verified as required by Section 6.12 and shall contain a specific statement of the grounds for which the removal is sought. One of the signers of each petition shall make an affidavit that the statements therein made are true. A separate petition is required for each elected official to be recalled. The recall petition process shall begin with the filing of a written notice of intent with the City Secretary. This notice shall be signed by five (5) qualified voters of the City and shall state the name of the elected official to be recalled. The filing date of this notice shall be the formal beginning of the recall process. All petition signatures shall be collected, and the petition filed with the City Secretary in accordance with the requirements specified in Section 6.12.

- K. Shall Section 6.11 be amended to allow a recall petition ~~to~~ limitations to apply equally to newly elected and re-elected officials ~~be filed against any officer after their initial term?~~ If approved, Section 6.11 would read as follows:

Section 6.11 Limitations on Recall.

No recall petition may be filed against any officer of the City within six (6) months after his/her election or appointment, or within the three (3) months preceding the expiration of his/her term of office, or more than once during any two (2) year term of office.

- L. Shall the first paragraph of Section 8.10 be amended ~~to comply in accordance~~ with state law regarding petitions and bond elections? If approved, the first paragraph of Section 8.10 would read as follows:

Section 8.10 Bonds and Other Financial Obligations.

The Council shall have the power to borrow money on the credit of the City and to issue bonds, certificates of obligation, warrants, notes or other evidences of indebtedness for permanent public improvements or for any other public purpose not prohibited by state law or this Charter. Notwithstanding any other provision of this Charter to the contrary, ordinances authorizing the issuance of bonds, certificates of obligation, warrants, notes or other evidences of indebtedness, or ordinances authorizing the levy of taxes or the pledge of revenues to secure payment of indebtedness, shall require two (2) readings. Any petition protesting issuance of bonds or certificates of obligation shall comply with applicable State law and any election held shall be conducted in the manner for bond elections under Chapter 1251, Government Code. The issuance of bonds, certificates of obligation, warrants, notes or other evidences of indebtedness shall be subject only to the following limitations:

- a) No general obligation bonds, other than refunding bonds, shall be issued except as approved by a majority vote of the citizens voting at an election held for such purpose;
- b) No indebtedness or obligation shall be issued except in compliance with the requirements of state law;
- c) No form of indebtedness other than general obligation bonds approved by public vote may be issued without a public hearing being held;
- d) Prior to the required public hearing notice of such hearing shall be published once a week for three consecutive weeks in a newspaper of general circulation in the City;
- e) The published notice shall clearly summarize the relevant statutory provisions providing for a petition and election; give the time, date and place at which the public hearing will be held, and the time, date and place at which the issuance of the indebtedness is planned to be authorized; and the manner and funding source proposed for the payment of the debt obligations; and
- f) The authorization for bonds authorized but not issued shall expire ten years after the date of authorization.

- M. Shall last paragraph of Section 8.11 be amended to reduce the percentage ~~from ten percent to~~ five percent of registered voters required to protest issuance of debt instruments? If approved, the last paragraph of Section 8.11 would read as follows:

Unless provided otherwise by state law, if before the date tentatively set for the authorization of the obligations ~~or the authorization~~, the City Secretary receives a petition, signed by qualified voters equal in number to at least five (5) percent of the number of registered voters in the City at the time of the last general city election, protesting the issuance of the debt instruments, the City may not authorize the issuance of

the obligations unless the issuance is approved at an election ordered, held and conducted in the manner provided for bond elections under Texas law.

- N. Shall the Charter be amended to correct non-substantive grammatical, typographical errors and scrivener's errors?

Corrections to the following sections would include:

- 3.01: "Tern" to "Tem"
- 3.08 paragraph 2: "Tern" to "Tem"
- 3.16 paragraph 2: "Tern" to "Tem"
- 4.01(G): "(G)" to "(j)"
- 5.01(c): "f▶le" to "file"
- 8.12: "foml" to "form"
- 10.06 (i): "and I or" to "and/or"
- 10.07: "connection" to "correction"



AGENDA ITEM
City of Lago Vista

To: Mayor & City Council

Council Meeting: September 16, 2021

From: Tracie Hlavinka, City Manager

Subject: Approval of an Interlocal Agreement between the City of Lago Vista and the City of Jonestown for reciprocal municipal court assistance services.

Request: Other

Legal Document: Other

Legal Review: ☒

EXECUTIVE SUMMARY:

This Interlocal Agreement would allow for respective Municipal Clerks to assist the other city on court dates to address manpower needs on those days. The Agreement would not require any additional funding by either city. The Agreement would be for an initial period of six months to determine the effectiveness of the arrangement and could be renewed annually if beneficial to both cities.

Impact if Approved:

Lago Vista's Municipal Court Administrator will coordinate with Jonestown's Court Administrator to be available to assist them on their court dates and vice versa.

Impact if Denied:

Lago Vista Municipal Court dates will not function as efficiently with fewer personnel available to assist to process paperwork between the Judge and Prosecutor.

Is Funding Required? ☐ Yes ☒ No If Yes, Is it Budgeted? ☐ Yes ☐ No ☐ N/A

Indicate Funding Source:**Suggested Motion/Recommendation/Action**

Motion to - -

Motion to - -

Motion to - -

Known as:**Agenda Item Approved by City Manager**

Tracie Hlavinka

 Digitally signed by Tracie Hlavinka
Date: 2021.09.08 18:23:37 -05'00'

**AMENDMENT TO INTERLOCAL AGREEMENT
FOR MUNICIPAL COURT ASSISTANCE SERVICES FOR THE CITIES OF
LAGO VISTA AND JONESTOWN**

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AMENDMENT to the Interlocal Agreement for Municipal Court Assistance Services is made and entered into by the CITY OF LAGO VISTA, TEXAS, a Home Rule municipal corporation, (“LAGO VISTA”), and the CITY OF JONESTOWN, TEXAS, a General Law Type-A municipal corporation, (“JONESTOWN”), and each acting by and through its mayor:

RECITALS

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, Sections 791.003(3)(B), and 791.003(4)(A) allow local governments to contract with one another to perform governmental functions and services; and

WHEREAS, LAGO VISTA and JONESTOWN agreed to enter into an Interlocal Agreement for Municipal Court Services (“Agreement”); and

WHEREAS, on May 21, 2020, the City Council of LAGO VISTA approved the Agreement; and

WHEREAS, on June 12, 2020, the City Council of JONESTOWN approved the Agreement; and

WHEREAS, the Agreement was for a term of six (6) months with the option to mutually extend the term for one year; and

WHEREAS, LAGO VISTA and JONESTOWN recognize the benefits realized thus far and the continuing need for assistance to their respective municipal court systems; and,

WHEREAS, LAGO VISTA and JONESTOWN desire to extend the term of the Agreement and to allow for its automatic renewal until such time as one municipality opts to discontinue the relationship by this Amendment.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE CITIES OF LAGO VISTA AND JONESTOWN HEREBY AGREE TO THE FOLLOWING:

Section 1. Section 2 of the Agreement is amended in its entirety to read as follows:

Section 2. **Term.** This Agreement shall be for a term of one (1) year commencing on the Effective Date of the Amendment and shall automatically renew for successive one (1) year periods until terminated by the parties in accordance with Section 5 below.

Section 2. The Agreement as amended by this Amendment shall continue in full force and effect.

Section 3. LAGO VISTA and JONESTOWN acknowledge and agree that this Amendment is binding upon the parties and enforceable with its terms and conditions.

Section 4. This Amendment may be executed in multiple counterparts which, when taken together, shall be considered as one original.

Section 5. This Amendment is made to be effective on the ____ day of September, 2021 (“Effective Date”).

IN WITNESS WHEREOF, we have hereunto set our hands this the ____ day of _____, 2021, in duplicate originals.

(Signatures on following pages)

CITY OF LAGO VISTA, TEXAS

Ed Tidwell, Mayor

ATTEST

Sandra Barton, City Secretary

CITY OF JONESTOWN, TEXAS

Paul Johnson, Mayor

ATTEST

Rachel Austin, City Secretary



AGENDA ITEM
City of Lago Vista

To: Mayor & City Council

Council Meeting: 16 September, 2021

From: Roy Jambor, AICP / PA (Development Services Director)

Subject: The Lago Vista City Council will hold a public hearing and consider Resolution No. 21-1899 adopting the Lands Use Assumptions and Capital Improvements Plan for the possible implementation of roadway impact fees

Request: Public Hearing

Legal Document: Resolution

Legal Review: ☐

EXECUTIVE SUMMARY:

This resolution being requested is part of the roadway impact fee creation process. In accordance with Chapter 395 of the Texas Local Government Code, the City Council must adopt the land use assumptions and capital improvements plan. As per the Texas Code, the impact fee can only be assessed based on land use and capital improvements over the next 10 years. A public hearing will be held tonight for any additional public input.

Impact if Approved:

The process to consider the imposition of roadway impact fees will continue in accordance with the Texas Local Government Code.

Impact if Denied:

If desired in the future, roadway impact fees can be considered again when the next mandated impact fee update is undertaken.

Is Funding Required? ☐ Yes ☒ No If Yes, Is it Budgeted? ☐ Yes ☐ No ☒ N/A

Indicate Funding Source:**Suggested Motion/Recommendation/Action**

Motion to - -

Motion to - -

Motion to - -

Known as:

Adoption of roadway impact fee land use assumptions and capital improvements plan (CIP).

Agenda Item Approved by City Manager

**CITY OF LAGO VISTA, TEXAS
RESOLUTION NO. 21-1899**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS ADOPTING LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN FOR THE POTENTIAL IMPOSITION OF IMPACT FEES FOR ROADWAYS.

WHEREAS, Chapter 395 of the Texas Local Government Code provides procedures for preparing land use assumptions and a capital improvements plan for the consideration of imposing roadway impact fees within the municipal limits of a city; and

WHEREAS, the Impact Fee Advisory Committee has reviewed the land use assumptions and capital improvement plan for the service areas designated as shown in attached **Exhibit “A”**; and

WHEREAS, the Impact Fee Advisory Committee has recommended that the City Council of the City of Lago Vista adopt the land use assumptions and capital improvement plan for the designated service areas in their meeting on June 24, 2021; and

WHEREAS, the City Council of Lago Vista conducted a Public Hearing to receive comment from citizens and other interested parties concerning the adoption of the land use assumptions and capital improvement plan.

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

Section 1. The City Council hereby adopts the land use assumptions and capital improvement plan as shown in the attached **Exhibit “A”**.

AND, IT IS SO RESOLVED.

PASSED AND APPROVED this ____ day of September 2021.

Ed Tidwell, Mayor

ATTEST:

Sandra Barton, City Secretary

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



ROADWAY IMPACT FEE PROGRAM LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN

Exhibit "A"

Prepared for:

**City of Lago Vista
September 2021**

Prepared by:

FREESE AND NICHOLS, INC.
10431 Morado Circle, Ste. 300
Austin TX 78759

ROADWAY IMPACT FEE PROGRAM LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN

Prepared for:

City of Lago Vista



9-9-2021

FREESE AND NICHOLS, INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-2144

Prepared by:

FREESE AND NICHOLS, INC.
10431 Morado Circle, Ste. 300
Austin TX 78759
LGV20681



Contents

EXECUTIVE SUMMARY	1-1
1.0 INTRODUCTION.....	1-1
1.1 Report Elements	1-2
2.0 METHODOLOGY	2-1
3.0 LAND USE ASSUMPTIONS.....	3-1
3.1 Data Collection Zones	3-1
3.2 Service Areas.....	3-1
3.3 Data Format.....	3-3
3.4 Base Year Data.....	3-4
3.4.1 Historical Growth	3-4
3.4.2 2021 Population and Employment	3-5
3.5 Ten-Year Growth Assumptions	3-6
3.6 Summary	3-7
4.0 ROADWAY CAPITAL IMPROVEMENTS PLAN.....	4-1
4.1 Existing Conditions Analysis.....	4-1
4.1.1 Existing Volumes	4-1
4.1.2 Vehicle-Miles of Existing Capacity Supply	4-2
4.1.3 Vehicle-Miles of Existing Demand.....	4-2
4.1.4 Vehicle-Miles of Existing Excess Capacity and Deficiencies	4-2
4.2 Growth Projections.....	4-3
4.2.1 Projected Vehicle-Miles of New Demand	4-3
4.3 Roadway Capital Improvements Plan (CIP)	4-4
4.3.1 Eligible Projects	4-4
4.3.2 Impact Fee CIP	4-4

List of Tables

Table ES-1: Roadway Impact Fee CIP Projects	1-1
Table 3-1: Historical City Population.....	3-4
Table 3-2: Building Permit Population Growth.....	3-5
Table 3-3: Base Year (2021) Population and Employment by Roadway Service Area	3-6
Table 3-4: Population and Employment Projections (2031) for Roadway Service Area	3-7
Table 4-1: Roadway Facility Vehicle Mile Lane Capacities	4-1



Table 4-2: Peak Hour Vehicle-Miles of Existing Capacity, Demand, Excess-Capacity, and Deficiencies	4-3
Table 4-3: 10-Year Projected Service Units of Demand.....	4-4
Table 4-4: Roadway Impact Fee Capital Improvements Plan Projects	4-5
Table 4-5: Projected Demand and Net Capacity Provided by the Proposed CIP	4-5
Table 4-6: Roadway Impact Fee Capital Improvements Plan Projects	4-7

List of Figures

Figure 3-1: Roadway Service Areas.....	3-2
Figure 4-1: Roadway Impact Fee Capital Improvements Plan.....	4-6

List of Appendices

Appendix A: Roadway Existing Conditions Analysis	
Appendix B: Projected Roadway 10-year Growth (Vehicle-Miles of New Demand)	
Appendix C: Roadway Capital Improvements Plan List	



EXECUTIVE SUMMARY

The City of Lago Vista, Texas, authorized Freese and Nichols, Inc. (FNI) to update the water and wastewater impact fees and to develop a new program for roadway impact fees within the city. The purpose of this report is to summarize the methodology used in the development of land use assumptions that will be used for roadway impact fees, as well as to document the development of the capital improvements plan to be used for the potential imposition of impact fees for roads within the city. Statutorily, implementation of a roadway impact fee requires a two-step public hearing process, with the first addressing land use assumptions and road capital improvement plans and the second, for consideration of imposing an impact fee. As an update, the water and wastewater program require only one hearing for land use assumptions, capital improvement plans, and updated impact fee calculations.

LAND USE ASSUMPTIONS

Population and land use assumptions are an important requirement in the development of impact fee programs. A reasonable estimation of future growth is required to assist in determining the need and timing of capital improvements to serve future development. Growth and future development projections were formulated based on assumptions from historic growth of the city as well as, the City Future Land Use Plan from the Lago Vista 2030 Comprehensive Plan which identifies type, location, density, and intensity of various future land uses within the community. These land use assumptions, which include population and employment projections for the planning period 2021-2031, form the basis for capital improvements planning for road facilities.

CAPITAL IMPROVEMENT PLAN

A roadway impact fee capital improvements plan (CIP) was developed for Lago Vista based on the land use assumptions, input from City staff, and information contained in the officially approved Thoroughfare Plan. The recommended improvements will provide capacity to address projected roadway demand over the 10-year planning period. The projects identified are consistent with requirements of Chapter 395 of the Texas Local Government Code (TLGC) definition of impact fee eligible projects. The roadway impact fee CIP projects are summarized in **Tables ES-1**.

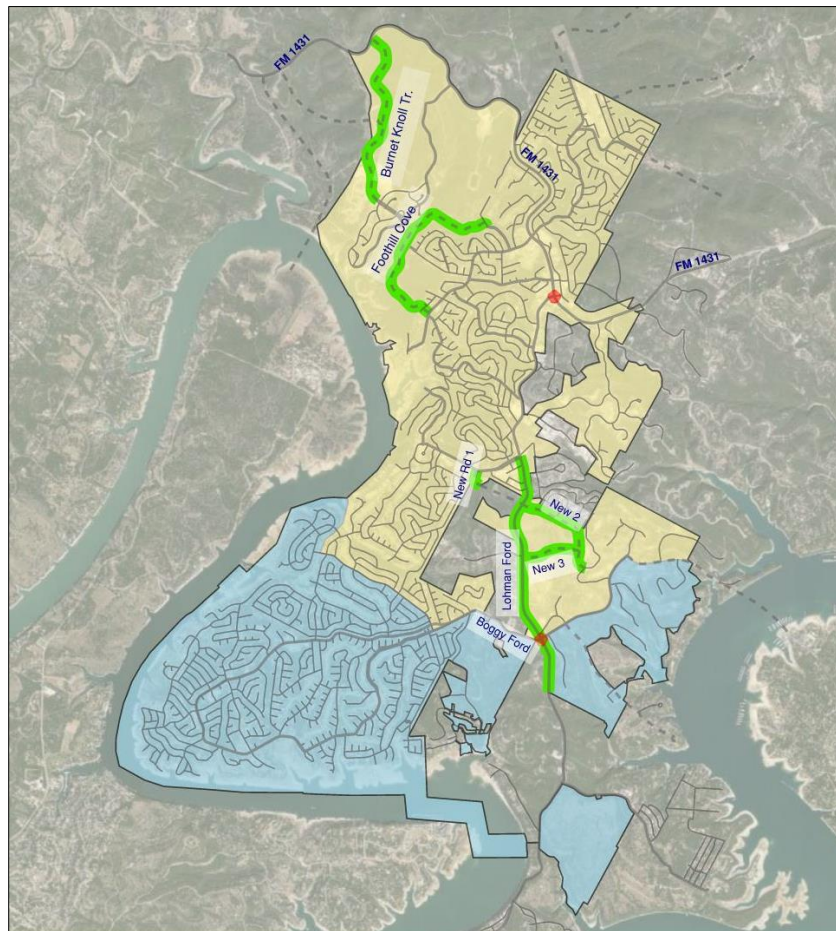


Table ES-1: Roadway Impact Fee CIP Projects

Proj No.	Serv Area	Roadway	From	To	Length (mi)	Thoroughfare Section	Type	Roadway Improvement
1	1	Lohman Ford	Dawn	Shoreline Ranch	1.59	Minor Arterial	DA	Add 2 lanes to existing
2	1	New Road 1	Dawn	Bonanza Ext	0.10	Minor Collector	UC	Construct 2 new lanes
3	1	New Rd 2 (Bonanza Ext.)	Lohman Ford	Gary Player Dr	0.90	Minor Collector	UC	Construct 2 new lanes
4	1	New Road 3	Lohman Ford	New Rd 2 (Bonanza Ext.)	0.48	Minor Collector	UC	Construct 2 new lanes
5	1	Foothill Cove	Existing Roadway	Bar K Ranck (Paseo de Vaca)	1.42	Minor Collector	UC	Construct 2 new lanes
6	1	Barnet Knoll Trail	Existing Roadway	FM1431	1.23	Minor Collector	UC	Construct 2 new lanes
7	1	Lohman Ford / FM 1431 Intersection Improvements			0.01	Principal Arterial	SA	Intersect Imprvts.
Sub-Total Service Area 1					5.73			
8	2	Lohman Ford	Boggy Ford	S. City Limit	0.57	Major Collector	TWLT	Construct Center Turn Lane
Sub-Total Service Area 2					0.57			

Notes*:

DA - Divided Arterial
UA - Undivided Arterial
DC - Divided collector
UC - Undivided Collector





1.0 INTRODUCTION

Chapter 395 of the Texas Local Government Code prescribes the process by which cities in Texas must formulate impact fees. An initial step in the impact fee development process is the establishment of land use assumptions that address growth and development for a ten-year planning period (TLGC Section 395.001(5)) for the years 2021-2031. These land use assumptions (LUA), which also include population and employment projections, will become the basis for the preparation of impact fee capital improvement plans. Legislative mandate requires that a capital improvements plan (CIP) be prepared that addresses long-term growth and that such plan be approved by the governing body prior to a public hearing for the consideration of imposing an impact fee. The purpose of this report is to detail the development of the land use assumptions and the impact fee capital improvements plan for roads.

To assist the City of Lago Vista in determining the need and timing of capital improvements to serve future development, a reasonable estimation of future growth is required. One purpose of this report is to summarize the growth and development projections based upon assumptions pertaining to the type, location, quantity, and timing of various future land uses within the community, and to establish and document the methodology used for preparing the growth and land use assumptions. These assumptions are also rooted from documentation identified as part of the Lago Vista *2030 Comprehensive Plan* adopted in April 2017.

Additionally, this report describes the roadway improvements that will be considered in the impact fee program. The roadway capital improvements plan is rooted in the recently adopted Thoroughfare Plan (August 5, 2021) for Lago Vista. In fact, the land use assumptions contained herein were also used in part for the development of the ultimate roadway network for the city. The Thoroughfare Plan looks to 20-year growth, whereas the roadway impact fee program addresses the needs attributable to 10-year growth. Statutorily, roadway impact fees may consider arterial and collector status facilities on the City's Thoroughfare Plan. The roadway impact fee capital improvements plan meets these requirements and further, will only consider capacity necessitated by 10-year growth for the years 2021-2031.



1.1 REPORT ELEMENTS

This report contains the following components:

- **Methodology** – Explanation of the general methodology used to prepare the land use assumptions and capital improvements plan.
- **Land Use Assumptions**
 - **Service Area** – Explanation of data collection zones (traffic analysis zones), and the division of the city into impact fee service areas for roadway.
 - **Base Year Data** – Information on historic population trends in Lago Vista as well as population and employment demographics for 2021 in each capital service area.
 - **Ten-Year Growth Assumptions** – Population and employment growth assumptions for ten years by impact fee service area.
 - **Summary** – Brief synopsis of the land use assumptions report.
- **Capital Improvements Plan**
 - **Existing Conditions Analysis** – Analysis of the existing roadway system; their carrying capacity, current utilization, and deficiencies.
 - **Growth Projections** – Development of growth projections to occur over the ten-year planning period by service area.
 - **Capital Improvements Plan** – Description of the capital improvements plan.



2.0 METHODOLOGY

The data in this report has been formulated using reasonable and generally accepted planning principles for the preparation of impact fee systems in Texas and meets the requirements of the TLGC Chapter 395 for the establishment of impact fees. For the formulation of the land use assumptions and capital improvements plan, a series of work tasks were undertaken and are described below.

1. A kick-off meeting was held to describe the general methodological approach in the study.
2. A Roadway service area structure was developed to address current Lago Vista city limits as well as considerations to allow for potential future city annexations (within city ETJ) into the zonal structure while complying with legislatively mandated limits of six miles.
3. Current and projected data of population and employment was gathered from the 2009 and 2030 Comprehensive Plans, Capital Area Metropolitan Organization (CAMPO) forecasts, U.S. Census data, water meter connections, and input from City staff on upcoming developments to serve as a basis for future growth.
4. An existing conditions inventory was conducted to document system utilization, capacity, and deficiencies based on existing users. To support the existing conditions inventory, traffic volume count data was gathered using StreetLight cell phone data to obtain traffic counts. Through Streetlight, historic traffic counts were obtained from February 2020, prior to effects of COVID-19 pandemic. Vehicle-miles of travel (VMT) in the PM peak hour was identified as the service unit of measure for roadway analyses and impact fee calculations.
5. A base year (2021) estimate of population and employment was prepared using concurred growth projections and residential building permit data.
6. A ten-year projection (2031) of population and employment was prepared using forecasted annual growth rates and input from City staff on upcoming developments known or anticipated development activity within the 10-year planning period.
7. Base and 10-year demographics were prepared for the roadway service areas.
8. A capital improvements plan was identified to address projected growth was developed by service area based upon discussions with City Staff.

This methodology fairly allocates improvement costs to growth areas in relationship to their impact upon the infrastructure system. Based on the growth assumptions and the capital improvements needed to support growth, a logically distributed impact fee structure can subsequently be developed.



3.0 LAND USE ASSUMPTIONS

3.1 DATA COLLECTION ZONES

Data collection zones used for the land use assumptions are based upon small geographic areas known as traffic analysis zones (TAZs). These zones, established by the CAMPO travel demand modeling process, cover the regional planning area, and serve as the basis for socio-demographic data used in the regional travel forecast model. Traffic analysis zones were originally formulated based on homogeneity and traffic generation potential using major arterials, creeks, railroad lines, and other physical boundaries for delineation.

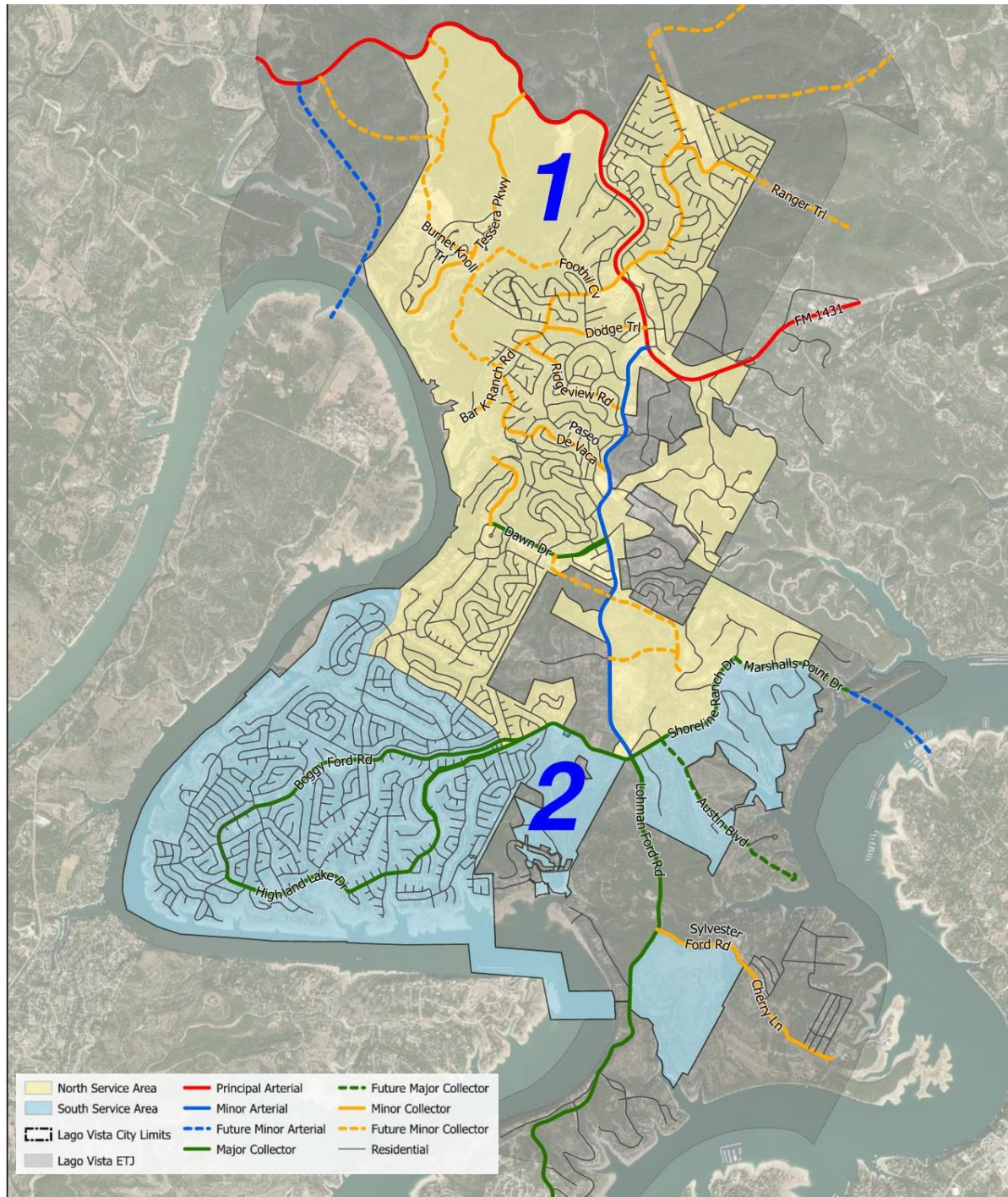
Population and employment demographics will be compiled by TAZ and then aggregated into larger areas to form the service areas for impact fees.

3.2 SERVICE AREAS

Chapter 395 requires that service areas be defined for impact fees to ensure that facility improvements are near areas generating needs. Legislative requirements stipulate that roadway service areas be limited to a six-mile maximum and must be located within the current city limits. The result is that, for roadways, new development can only be assessed an impact fee based on the cost of necessary capital improvements within that service area and within city limits. A roadway service area structure consisting of two (2) areas has been developed for Lago Vista, as depicted in **Figure 3-1**. The service areas were split along Shoreline Ranch Drive, Boggy Ford Road, National Drive, and the Lago Vista Golf Course (Hole #1 and practice range) to the Colorado River in between Outpost Trace and Lakefront Drive. This zonal structure also aligns with the CAMPO TAZ structure and will serve to facilitate program updates. The roadway zonal structure was reviewed and approved by City Staff.



Figure 3-1: Roadway Service Areas





3.3 DATA FORMAT

The existing roadway database, as well as the future projections, was formulated according to the following format and categories:

Service Area	Correlates to the roadway service areas identified on the attached map.
Traffic Survey Zone	Geographic areas established by the MPO Traffic Model which are used for data collection purposes and termed TAZs within this report.
Population (2021)	Existing estimated population for the base year (2021).
Population (2031)	Projected population by service zone for the year 2031 (ten-year growth projection).

Employment (2021-31) Employment data was aggregated into three employment sectors and include Retail, Office, and Industrial land uses. The following details which land use falls within each of the three sectors.

Basic (Industrial) -- Land use activities that produce goods and services such as those that are exported outside the local economy including manufacturing, construction, transportation, wholesale trade, warehousing, and other industrial uses.

Service (Office) -- Land use activities which provide personal and professional services such as financial, insurance, government, and other professional and administrative offices.

Retail -- Land use activities which provide for the retail sale of goods that primarily serve households and whose location choice is oriented toward the household sector such as grocery stores, restaurants, etc.



3.4 BASE YEAR DATA

This section documents the City's historical growth trends and data used to derive the 2021 base year population estimate for the City of Lago Vista. This base data provides a starting basis of data for the 10-year growth assumptions that will be presented within the following section.

3.4.1 Historical Growth

A City's past growth rates are often an indicator of future growth rates. Historical population along with building permit data were used to estimate current population as well as serve as a basis for determining future growth projections. The average annual growth for the historic period is shown in **Table 3-1**.

Table 3-1: Historical City Population

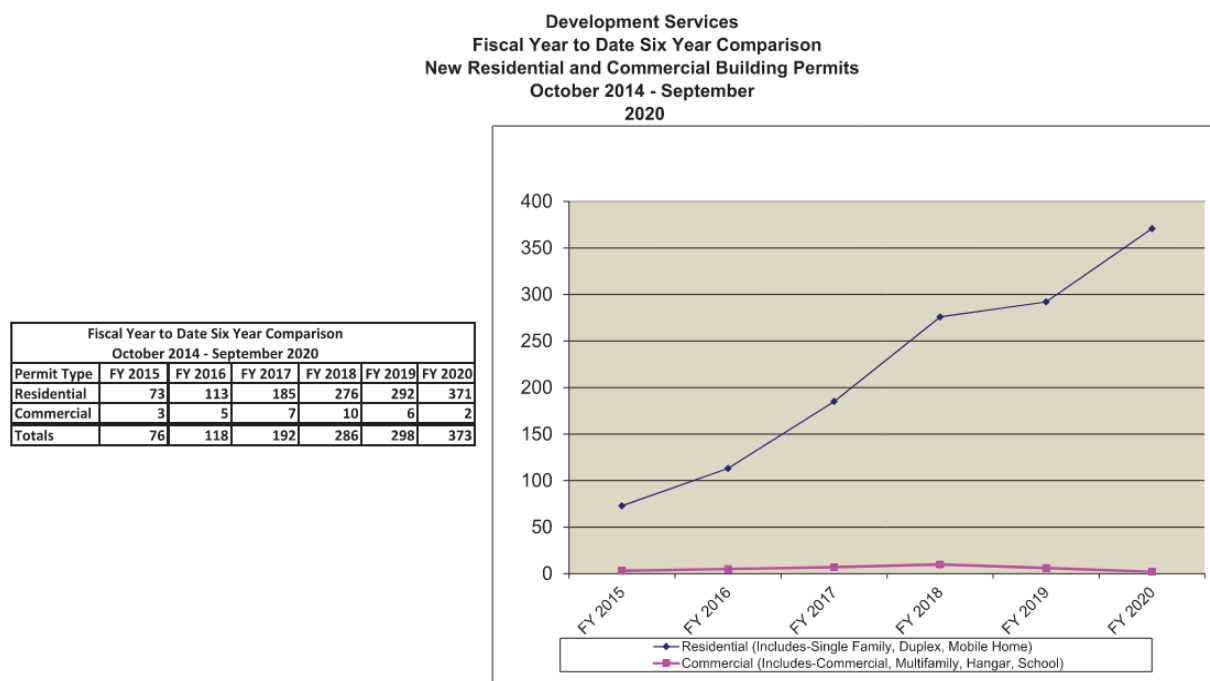
Year	Population	Annual Growth
2010	6,108	-
2011	6,278	2.78%
2012	6,438	2.55%
2013	6,453	0.23%
2014	6,484	0.48%
2015	6,567	1.28%
2016	6,663	1.46%
2017	6,825	2.43%
2018	7,177	5.16%
2019	7,556	5.28%
2020*	8,231	8.94%
2021*	9,100	10.55%
Source: U.S. Census *Estimated based on 2019 U.S. Census population and household occupancy plus city certified residential housing permits. Household Occupancy: 2.53 Occupancy Rate: 99.2%		

Since 2017, a marked increase in annual growth has been occurring in Lago Vista. Residential permit data obtained from the city spanning October 2014 through September 2020 were used to evaluate recent residential growth trends. Approximately 1,310 residential units have been added since October 2014 and represents a 5-year average of 40%. Commercial permits increased by 33 since 2014 and represent a 5-



year average of 39%. With 371 residential permits in 2021, the 2021 estimated population is 9,100 persons. **Table 3-2** illustrates the increase in building permits since late 2014.

Table 3-2: Building Permit Population Growth



Building permit data and known development activity suggests continued robust growth for a few years followed by a slight leveling over the 10-year planning period. In consultation with City Staff, an 5% annual growth rate was assumed for future years 1-2, followed by a 3% annual growth rate from years 3-10 for use in this study. By law, these land use assumptions must be reviewed at least every five years. At that point, based on development activity/trend, adjustments can be made.

3.4.2 2021 Population and Employment

For the land use assumptions development process, 2021 base population and employment data was calculated using data from Lago Vista, and CAMPO. Data for the city was rooted in a 2009 study for roadways, which divided the city into multiple zones for approximate trip generation purposes. Analyses from 2009 was updated to reflect currently adopted land use plans, development activity and trends, and growth patterns. The data set provided by CAMPO for the years 2020 and 2045 provided a breakout of population and employment by TAZ. CAMPO data is useful as it enables understanding of background growth beyond the city limits, as well as growth on regional arterials to be incorporated. For assumption



purposes, and to be consistent with city population totals, an interpolation of the population and employment numbers was calculated to derive the 2021 population and employment estimates by TAZ to better match city actuals and trends as reported by the U.S. Census in 2019. It is important to note that the TAZs do not follow city limits or water and wastewater service areas in some locations, so adjustments were made based on the locations of existing land uses and upon the percentage of each TAZ located within city limits. Employment for each TAZ was broken down into basic, retail, and service uses as defined by CAMPO, and in accordance with City adopted future land use plans. This data coupled with recent building permit activity and population data form the basis for 2021 population and employment by service area and presented in **Table 3-3**.

Table 3-3: Base Year (2021) Population and Employment by Roadway Service Area

Service Area	Population	Employment (Employees)			
		Basic	Retail	Service	Total
1	5,200	141	246	429	816
2	3,900	0	89	179	268
Total	9,100	141	335	608	1,084

3.5 TEN-YEAR GROWTH ASSUMPTIONS

Projected growth has been characterized in two forms: population and employment. A series of assumptions were made to arrive at reasonable growth projections for population and employment. FNI assumed a population growth rate of 5% and 3% based on residential permit data as discussed in **Section 3.4**. This growth trend is consistent with historic permit data and information of anticipated growth over the next 10-years. The following assumptions have been made as a basis from which 10-year projections could be initiated.

- Future land uses will occur based on similar trends/densities of the past and consistent with the 2030 *Comprehensive Plan*;
- Known planned development activities will occur; and
- The City will be able to finance the necessary improvements to accommodate continued growth.

The 10-year population projections are based upon incorporating the information on planned development densities provided by City staff. The 10-year employment projections are rooted in employment projections established by CAMPO and reallocated based upon development from the



updated traffic analysis conducted as part of the Thoroughfare Plan update and described above in Section 3.34. **Table 3-4** presents the population and employment for 2031 for each roadway service area.

Table 3-4: Population and Employment Projections (2031) for Roadway Service Area

Service Area	Population	Employment (Employees)			
		Basic	Retail	Service	Total
1	7,210	144	472	548	1,164
2	5,499	0	109	212	321
Total	12,709	144	581	760	1,486

3.6 SUMMARY

- The existing 2021 population for Lago Vista stands at approximately 9,100 persons, with an existing estimated employment of 1,084 jobs.
- The 10-year population projections are based upon incorporating the information of the Future Land Use Plan (2030 Comprehensive Plan) and planned development densities provided by City Staff. Employment estimates were used to calculate ten-year growth projections.
- Ten-year (2031) population is forecast to be 12,709 persons, with an employment of 1,486 jobs. This translates to a growth of 3,609 persons (about 3%/year) and 402 employees (about 3%/year), respectively, over the ten-year planning period.



4.0 ROADWAY CAPITAL IMPROVEMENTS PLAN

4.1 EXISTING CONDITIONS ANALYSIS

An inventory of major roadways that are designated as arterial and/or collector per the Thoroughfare Plan was conducted to determine: 1) capacity provided by the existing roadway system, 2) the demand currently placed on the system, and 3) the potential existence of deficiencies in the system. Any deficiencies found to occur will be carried over in the impact fee calculations (netting out capacity made available by the CIP). Data for the inventory were obtained from the Thoroughfare Plan and historic peak hour traffic volume count data compiled by StreetLight that was collected in February 2020, prior to effects of the COVID-19 pandemic. **Appendix A** contains a map of count locations.

The roadways were divided into segments based on changes in lane configuration, major intersections, city limits or area development that may influence roadway characteristics. For the assessment of individual segments, lane capacities were assigned to each segment based on roadway functional class, as defined by the City's Thoroughfare Plan, and type of existing cross-section and are listed in **Table 4-1**. Roadway hourly volume capacities are defined by link-level carrying capacity values based upon generally accepted capacities defined by the CAMPO regional travel demand modeling description for the suburban residential context at a level-of-service (LOS) "D" operation.

Table 4-1: Roadway Facility Vehicle Mile Lane Capacities

Roadway Facility Functional Classification	Designation	Hourly Vehicle-mile Capacity per Lane Mile of Roadway Facility
Divided Arterial*	DA/SA*	810
Divided Collector*	DC/SC*	510
Undivided Arterial	UA	680
Undivided Collector	UC	410

*Facilities with a two-way left turn lane (TWLTL) treated like a divided facility and marked with a Special Arterial (SA) or Special Collector (SC) designation.

4.1.1 Existing Volumes

Existing directional PM peak hour volumes were obtained by utilizing StreetLight traffic data. With StreetLight, historic data could be obtained from February 2020, prior to effects of lockdown from Covid. This information was supplemented with data from Texas Department of Transportation's (TxDOT) STARSII traffic count system.



These data were compiled for roadway segments throughout the city and entered in the roadway existing database for use in calculations. A summary of volumes by roadway segment is included in the **Appendix A** as part of the existing capital improvements database.

4.1.2 Vehicle-Miles of Existing Capacity Supply

An analysis of the total capacity for each service area was performed. For each roadway segment, the existing vehicle-miles of capacity supplied were calculated using the following:

$$\text{Vehicle-Miles of Capacity} = \text{Link capacity per peak hour per lane} \times \text{No. of Lanes} \times \text{Length of segment (miles)}$$

The current capacity available on the roadway system by service area is summarized in **Table 4-2** and listed in detail in **Appendix A**.

4.1.3 Vehicle-Miles of Existing Demand

The level of current usage in terms of vehicle-miles was calculated for each roadway segment and shown in detail in **Appendix A**. The vehicle-miles of existing demand were calculated by the following equation:

$$\text{Vehicle-Miles of Demand} = \text{PM peak hour volume} \times \text{Length of segment (miles)}$$

The total vehicle-miles of demand by service area are summarized in **Table 4-2**.

4.1.4 Vehicle-Miles of Existing Excess Capacity and Deficiencies

For each roadway segment, the existing vehicle-miles of excess capacity and/or deficiencies were calculated and are listed in **Table 4-2**. Each direction was evaluated to determine if vehicle demands (volumes) exceeded the available capacity. If demand in either direction exceeded capacity, this deficiency in the roadway network was documented as the excess demand over available capacity in that segment. The total deficiency in the network is deducted from the capacity supply associated with the impact fee capital improvement plan to account for excess demand in the network from existing development. A summary of peak hour excess capacity and deficiencies is also shown in **Table 4-2**. Any deficiencies identified under current operations will be carried over to the impact fee calculation. A detailed listing of existing excess capacity and deficiencies by roadway segment is also located in the **Appendix A**.



Table 4-2: Peak Hour Vehicle-Miles of Existing Capacity, Demand, Excess-Capacity, and Deficiencies

Service Area	Capacity	Demand	Excess Capacity	Existing Deficiencies
1	24,513	7,370	17,465	322
2	6,211	3,091	3,170	50
Total	30,724	10,461	20,635	372

4.2 GROWTH PROJECTIONS

The projected growth for the roadway service areas is represented by the increase in the number of new vehicle-miles of demand generated over the 10-year planning period. The basis for the calculation of new demand is the population and employment projections that were described in the previous **Section 3.0**.

Population growth in the LUA was converted to dwelling units using a factor of 2.54 persons per household obtained from the US Census. Employment growth data presented in the LUA were converted to square feet of development using estimated employees per square foot of gross floor area based on a range of values commonly found in modeling. The conversion of population to dwelling units and employment to square feet of development aligns the growth assumptions aligns with available trip generation trend rates. These trip rates allow estimation of service unit equivalencies for each demographic by land use type, allowing for the calculation of a total projected vehicle-miles of new demand in the 10-year horizon.

4.2.1 Projected Vehicle-Miles of New Demand

Projected vehicle-miles of demand were calculated based on the net growth expected to occur over the 10-year planning period, and on the associated service unit generation for each of the population and employment data components (basic, service and retail). Separate calculations were performed for each data component and were then aggregated for each service area. Vehicle-miles of demand for population growth were based on dwelling units (residential). Vehicle-miles of demand for employment were based on square footage of building space.

These growth assumptions were then multiplied by the service unit equivalency for vehicle-mile generation based on trip rates in the Institute for Transportation Engineer's (ITE) *Trip Generation, 10th Edition* and trip lengths derived from StreetLight analysis and from the CAMPO travel demand model, tailored to Lago Vista.



The 10-year projected vehicle-miles of demand by service area are summarized in **Table 4-3. Appendix B** details the derivation of the projected demand calculations.

Table 4-3: 10-Year Projected Service Units of Demand

Service Area	Projected 10-Year Growth (Vehicle-Miles)
1	3,271
2	2,109
Total	5,380

4.3 ROADWAY CAPITAL IMPROVEMENTS PLAN (CIP)

The impact fee CIP is aimed at facilitating long-term growth in Lago Vista. The recently adopted Thoroughfare Plan served as the basis from which impact fee CIP projects were initially identified. City Staff provided input on the timing of other agency assisted roadway projects. The roadway impact fee CIP considers in part, remaining capacity enhancements to the city arterial and collector system to achieve completion of the city's Thoroughfare Plan.

4.3.1 Eligible Projects

Legislative mandate stipulates that the impact fee CIP contain only those roadways classified as *arterial* or *collector* status facilities that are included in the City's adopted Thoroughfare Plan. Impact fee legislation also allows for the recoupment of costs for previously constructed facilities and projects currently under construction. All these projects conform to the Thoroughfare Plan requirements and will consider only the costs incurred by the City for facility implementation.

4.3.2 Impact Fee CIP

The proposed CIP consists of 8 project segments spanning the two (2) service areas to advance the carrying capacity of the arterial and collector roadway network. The capacity and net capacity provided by the proposed CIP is summarized in **Table 4-4**. Net capacity provided by the proposed CIP takes into consideration current traffic on CIP roads and any deficiencies from the existing conditions analysis described in **Section 4.1** of this report. A detailed listing by project of capacity supplied can be found in **Appendix C**. A map of the projects is shown in Figure 4.1.



Table 4-4: Roadway Impact Fee Capital Improvements Plan Projects

Service Area	A	B	C = A – B	D	E = C – D
	Capacity Supplied by CIP (veh-mi)	Existing Utilization (veh-mi)	Excess Capacity (veh-mi)	Existing Deficiencies (veh-mi)	Net Capacity Supplied by CIP (veh-mi)
1	5,968	0	5,968	322	5,646
2	171	0	171	50	121
Total	6,139	0	6,139	372	5,767

A comparison of net capacity provided by the proposed CIP relative to 10-year needs (developed in **Section 4.2**) is listed in **Table 4-5**. The percent attributable to new growth is a direct result of the land use assumptions described earlier in the report. Based on the defined capital improvements plan, all the capacity supplied by the CIP will be consumed by 10-year growth. The resultant cost per service unit is calculated as the CIP cost attributed to growth (full cost of net capacity in this case) divided by the projected growth. The cost attributed to growth is limited by the projected growth, so because demand outpaces capacity supplied by CIP, the effect is that the resultant cost per service unit will be lower than a scenario where capacity supplied by the CIP meets or exceeds the projected growth.

Table 4-5: Projected Demand and Net Capacity Provided by the Proposed CIP

Service Area	A	B	B / A
	Net Capacity Supplied by CIP (veh-mi)	Projected 10-Year Growth (vehicle-mi)	(Max 100%)
			Pcnt. Of CIP Attributable to New Dev. (10-Yr.)
1	5,646	3,271	57.9
2	121	2,109	100
Total	5,767	5,380	93.3

Figure 4-1 and **Table 4-6** illustrate and list the capital improvement projects for the roadway impact fee program.



Figure 4-1: Roadway Impact Fee Capital Improvements Plan

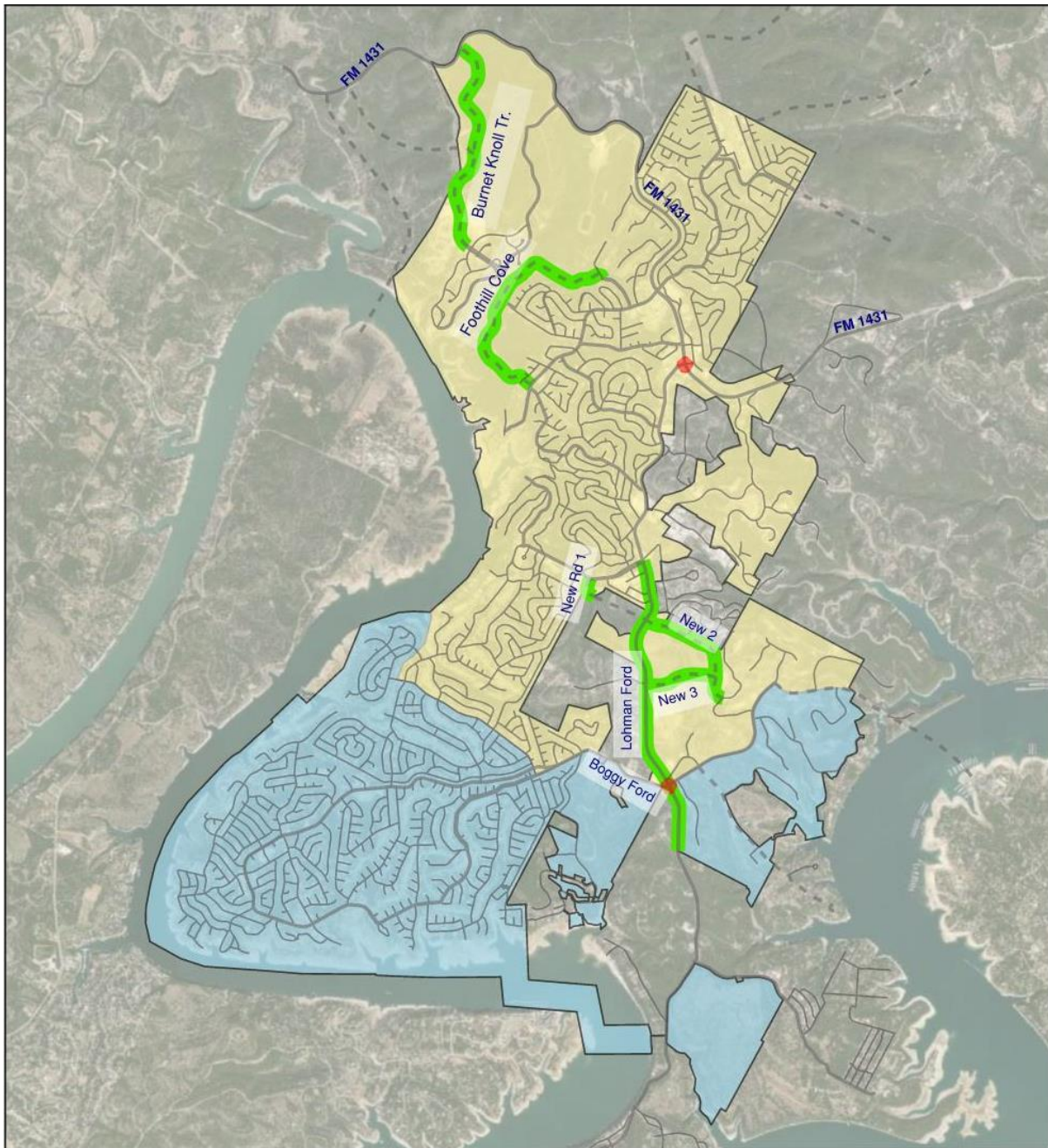




Table 4-6: Roadway Impact Fee Capital Improvements Plan Projects

Proj No.	Serv Area	Roadway	From	To	Length (mi)	Thoroughfare Section	Type	Roadway Improvement
1	1	Lohman Ford	Dawn	Shoreline Ranch	1.59	Minor Arterial	DA	Add 2 lanes to existing
2	1	New Road 1	Dawn	Bonanza Ext	0.10	Minor Collector	UC	Construct 2 new lanes
3	1	New Rd 2 (Bonanza Ext.)	Lohman Ford	Gary Player Dr	0.90	Minor Collector	UC	Construct 2 new lanes
4	1	New Road 3	Lohman Ford	New Rd 2 (Bonanza Ext.)	0.48	Minor Collector	UC	Construct 2 new lanes
5	1	Foothill Cove	Existing Roadway	Bar K Ranck (Paseo de Vaca)	1.42	Minor Collector	UC	Construct 2 new lanes
6	1	Barnet Knoll Trail	Existing Roadway	FM1431	1.23	Minor Collector	UC	Construct 2 new lanes
7	1	Lohman Ford / FM 1431 Intersection Improvements			0.01	Principal Arterial	SA	Intersect Imprvts.
Sub-Total Service Area 1					5.73			
8	2	Lohman Ford	Boggy Ford	S. City Limit	0.57	Major Collector	TWLT	Construct Center Turn Lane
Sub-Total Service Area 2					0.57			

Notes*:

DA - Divided Arterial
UA - Undivided Arterial
DC - Divided collector
UC - Undivided Collector



Appendix A:

Roadway Existing Conditions Analysis



**Lago Vista Roadway Impact Fee Study
Existing Capital Improvements Analysis**

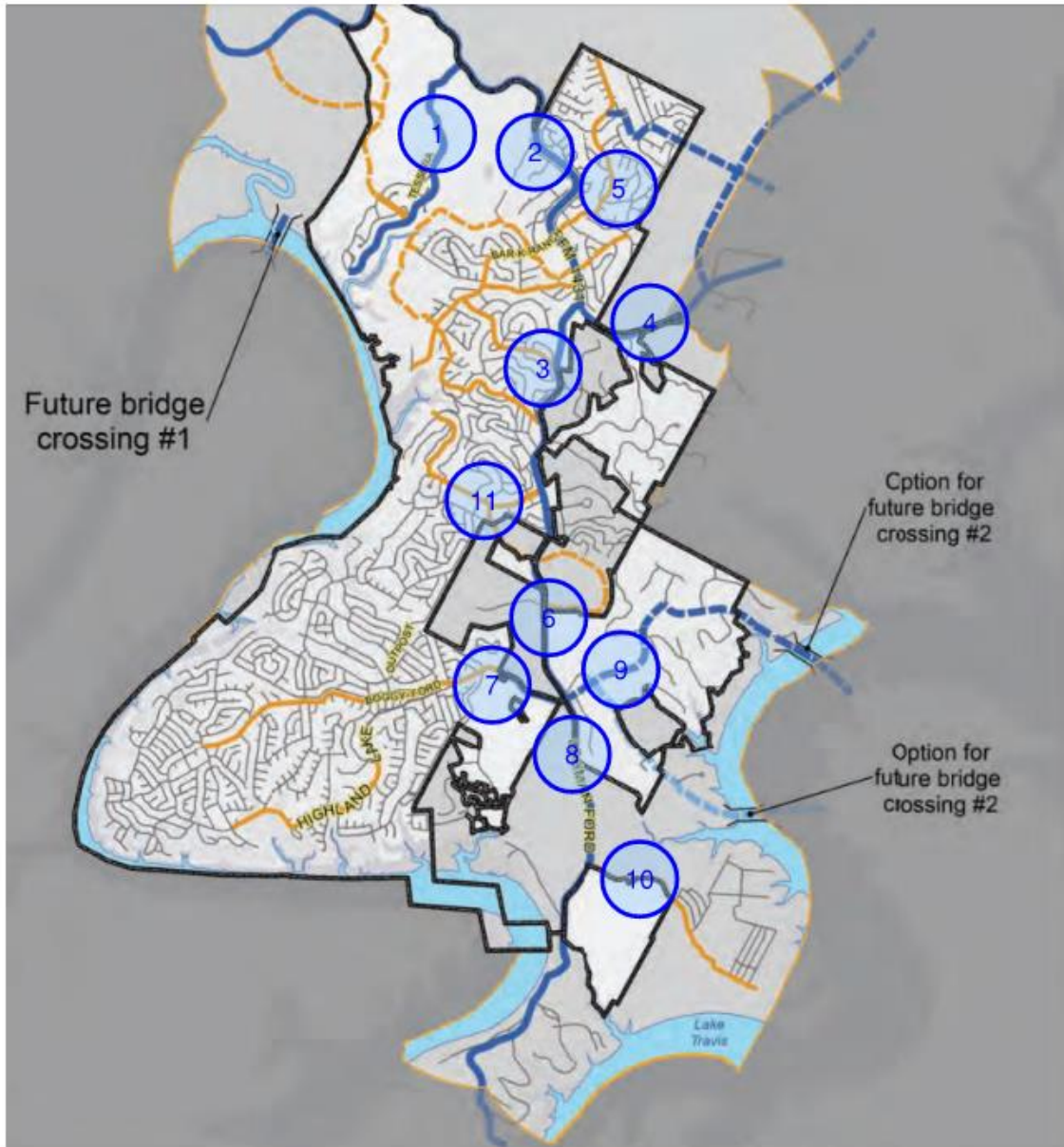
Serv Area	Roadway	From	To	Length (mi)	No. of Lanes	Type	PM Peak Hour Volume			VTM Supply Pk Hr Total	VTM Demand Pk Hr Total	Excess VMT Capacity	Exist. VMT Deficiency
1	BAR K RANCH RD	BAR K CLUBHOUSE CT	FM1431	1.56	2	UC	75	113	188	1,279	293	986	0
1	BAR K RANCH RD	FM1431	N END OF ROAD	1.69	2	UC	21	111	132	1,386	223	1,163	0
1	FM1431	W CITY LIMIT	TESSERA PKY	1.25	2	UA	85	86	171	1,700	214	1,486	0
1	FM1431	TESSERA PKWY	BISON TRL	0.98	2	UA	93	122	215	1,339	212	1,128	0
1	FM1431	BISON TRL	1550 FT N OF BAR K RANCH RD	0.68	2	UA	253	252	505	923	343	581	0
1	FM1431	1550 FT N OF BAR K RANCH RD	BAR K RANCH RD	0.29	4	UA	328	386	714	798	210	589	0
1	FM1431	BAR K RANCH RD	LOHMANS FORD RD	0.55	4	UA	321	386	707	1,508	392	1,116	0
1	FM1431	LOHMAN FORD RD	700 FT E OF TYLER TRL (E CITY LIMIT)	1.26	4	UA	136	302	438	3,427	552	2,875	0
1	TESSERA PKWY	FM1431	1600 FT S OF FM1431	0.30	4	UC	8	36	44	497	13	484	0
1	TESSERA PKWY	1600 FT S OF FM1431	BURNET KNOLL TRL	1.06	2	UC	7	35	42	869	45	825	0
1	TESSERA PKWY	BURNET KNOLL TRL	CAPE TRAVIS BEND	0.63	2	UC	2	8	10	513	6	506	0
1	DODGE TRL	BAR K RANCH RD	FM1431	0.71	2	UC	65	65	130	579	92	488	0
1	RIDGEVIEW RD	BAR K RANCH RD	LOHMANS FORD RD	0.93	2	UC	60	60	120	761	111	650	0
1	PASEO DE VACAST	BAR K RANCH RD	LOHMANS FORD RD	1.32	2	UC	75	65	140	1,082	185	898	0
1	DAWN DR	N END OF ROAD	LAGO VISTA WAY	0.62	2	UC	20	40	60	506	37	469	0
1	DAWN DR	LAGO VISTA WAY	TRAVIS DR	0.62	4	UC	70	125	195	1,019	121	898	0
1	DAWN DR	TRAVIS DR	LOHMANS FORD RD	0.27	4	UC	75	115	190	435	50	384	0
1	LOHMANS FORD RD	FM 4131	DAWN DR	1.50	4	UA	585	960	1,545	4,080	2,318	1,763	0
1	LOHMANS FORD RD	DAWN DR	RANCHO CIELO CT	0.89	2	UA	479	735	1,214	1,211	1,081	179	49
1	LOHMANS FORD RD	RANCHO CIELO CT	BOGGY FORD RD	0.73	2	UC	473	721	1,194	599	873	0	273
Sub-Total Service Area 1				17.84						24,513	7,370	17,465	322
2	LOHMANS FORD RD	BOGGY FORD RD	CITY LIMIT (S OF BOGGY FORD RD)	0.58	2	UC	162	237	399	477	232	245	0
2	LOHMANS FORD RD	SYLVESTER FORD RD	1000 FT S OF THURMAN RD	0.65	2	UC	75	117	192	536	125	410	0
2	BOGGY FORD RD	AMERICAN DR	MAC ARTHUR AVE	0.88	2	UC	161	244	405	724	357	366	0
2	BOGGY FORD RD	MAC ARTHUR AVE	HIGHLAND LAKE DR	1.12	2	UC	195	388	583	918	653	265	0
2	HIGHLAND LAKE DR	BOGGY FORD RD	200 FT W OF CONSTITUTION DR	0.21	2	UC	160	244	404	171	84	87	0
2	HIGHLAND LAKE DR	200 FT W OF CONSTITUTION DR	EISENHOWER AVE	0.81	2	DC	160	244	404	831	329	502	0
2	HIGHLAND LAKE DR	EISENHOWER AVE	100 FT N OF FORD COVE	0.67	2	UC	120	204	324	551	218	333	0
2	HIGHLAND LAKE DR	100 FT N OF FORD COVE	KEY COVE	0.26	2	DC	90	172	262	261	67	194	0
2	HIGHLAND LAKE DR	KEY COVE	AMERICAN DR	0.50	2	UC	60	133	193	412	97	315	0
2	BOGGY FORD RD	HIGHLAND LAKE DR	950 FT E OF LINCOLN CV	0.40	2	UC	225	410	635	325	251	73	0
2	BOGGY FORD RD	950 FT E OF LINCOLN CV	LOHMANS FORD RD	0.49	2	UC	325	512	837	404	412	42	50
2	SYLVESTER FORD RD	LOHMANS FORD RD	PATTY DR	0.73	2	UC	216	144	360	603	265	338	0
Sub-Total Service Area 2				7.31						6,211	3,091	3,170	50
Total										30,724	10,461	20,635	372

Notes:

DA - Divided Arterial
UA - Undivided Arterial
DC - Divided collector
UC - Undivided collector



Roadway Traffic Data Collection Locations





Appendix B:

Projected Roadway 10-Year Growth (Vehicle-Miles of New Demand)



Vehicle-Mile Trip Generation by Service Area, Lago Vista Impact Fee Update

Based on 2021-2031 Land Use Assumptions dated June 2021

Service Unit Equivalency

Residential	3.19	Service Emp	2.92
Basic Emp	3.04	Retail Emp	3.09

Estimated Residential Growth Vehicle-Mile Trip Generation

Conversion Factor: **2.54** 2010 persons/household

Service Area	Added Population	Added Dwelling Units	Vehicle-Miles per DU	Total Vehicle-Miles
1	2,010	791	3.19	2,523
2	1,599	630	3.19	2,010
Total	3,609	1,421		4,533

Estimated Basic Employment Growth Vehicle-Mile Trip Generation

Service Area	Added Employees	Total Square Feet	Vehicle-Miles per 1,000 Sq Ft	Total Vehicle-Miles
1	3	4,863	3.04	15
2	0	0	3.04	0
Total	3	4,863		15

Estimated Service Employment Growth Vehicle-Mile Trip Generation

Service Area	Added Employees	Total Square Feet	Vehicle-Miles per 1,000 Sq Ft	Total Vehicle-Miles
1	119	59,566	2.92	174
2	33	16,614	2.92	49
Total	152	76,179		223

Estimated Retail Employment Growth Vehicle-Mile Trip Generation

Service Area	Added Employees	Total Square Feet	Vehicle-Miles per 1,000 Sq Ft	Total Vehicle-Miles
1	226	180,886	3.09	559
2	20	16,208	3.09	50
Total	246	197,094		609

Total Vehicle-Mile Generation Summary

Service Area	Residential Growth Vehicle-Miles	Basic Emp Growth Vehicle-Miles	Service Emp Growth Vehicle-Miles	Retail Emp Growth Vehicle-Miles	Total Growth Vehicle-Miles
1	2,523	15	174	559	3,271
2	2,010	0	49	50	2,109
Total	4,533	15	223	609	5,380



Appendix C:

Roadway Capital Improvements Plan List



ROADWAY IMPROVEMENTS PLAN PROJECTS

Definitions

LANES	The total number of lanes in both directions available for travel.
TYPE	The type of roadway (used in determining capacity): DA = divided arterial UA = undivided arterial SA = special arterial (arterial with continuous left turn) DC = divided collector UC = undivided collector SC = special collector (arterial with continuous left turn)
PK-HR VOLUME	The existing volumes of cars on the roadway segment traveling during the afternoon (P.M.) peak hour of travel.
% IN SERVICE AREA	If the roadway is located on the boundary of the service area (with the city limits running along the centerline of the roadway), then half of the roadway is inventoried in the service area and the other half is not. This value is either 50% or 100%.
VEH-MI SUPPLY PK-HR TOTAL	The number of total service units (vehicle-miles) supplied within the service area, based on the length and established capacity of the roadway type.
VEH-MI TOTAL DEMAND PK-HR	The total service unit (vehicle-mile) demand created by existing traffic on the roadway segment in the afternoon peak hour.
EXCESS CAPACITY PK-HR VEH-MI	The number of service units supplied but unused by existing traffic in the afternoon peak hour.
CIP VEH-MI DEFICIENCY	The number of service units used by existing traffic more than the available service units supplied by the roadway in the afternoon peak hour.

Lago Vista Roadway Impact Fee Study

10-Year Roadway CIP

Proj No.	Serv Area	Roadway	From	To	Length (mi)	Existing Lanes	Proposed Lanes*	Pct. in Serv. Area	Peak Hour Volume	VTM Supply			
									A	B	Total	Pk Hr Total	
1	1	Lohman Ford	Dawn	Shoreline Ranch	1.59	2	4DA	100%	0	0	0	2,576	
2	1	New Road 1	Dawn	Bonanza Ext	0.10	0	2UC	100%	0	0	0	78	
3	1	New Rd 2 (Bonanza Ext.)	Lohman Ford	Gary Player Dr	0.90	0	2UC	100%	0	0	0	738	
4	1	New Road 3	Lohman Ford	New Rd 2 (Bonanza Ext.)	0.48	0	2UC	100%	0	0	0	396	
5	1	Foothill Cove	Existing Roadway	Bar K Ranck (Paseo de Vaca)	1.42	0	2UC	100%	0	0	0	1,164	
6	1	Barnet Knoll Trail	Existing Roadway	FM1431	1.23	0	2UC	100%	0	0	0	1,009	
7	1	Lohman Ford / FM 1431 Intersection Improvements			0.01	5		100%	0	0	0	7	
Sub-Total Service Area 1					5.73								5,968
8	2	Lohman Ford	Boggy Ford	S. City Limit	0.57	1	TWLT	100%	0	0	0	171	
Sub-Total Service Area 2					0.57								171

Notes*:

DA - Divided Arterial

UA - Undivided Arterial

DC - Divided collector

UC - Undivided Collector





AGENDA ITEM

City of Lago Vista

To: Mayor & City Council

Council Meeting: September 16, 2021

From: Tracie Hlavinka, City Manager

Subject: Discussion, consideration, and possible action regarding a roll call vote on adoption of a proposal to set a 2021 tax rate of \$0.6070 for the City of Lago Vista and schedule public hearings and take necessary action.

Request: Other

Legal Document: Other

Legal Review: ☐

EXECUTIVE SUMMARY:

Notice is hereby given that the City of Lago Vista, Texas will conduct a Public Hearing September 27, 2021, at 6:30 p.m. to receive citizen comments and views regarding the proposed City of Lago Vista budget for the Fiscal Year 2021-2022 commencing on October 1, 2021 and ending September 30, 2022. This budget will raise more total property taxes than last year's budget by \$440,722 or 6.007427%, and of that amount \$526,944.34 is tax revenue to be raised from new property added to the tax roll this year.

A rate of \$0.6070 per \$100 valuation has been proposed by the governing body of the City of Lago Vista.

PROPOSED TAX RATE	\$0.6070	per \$100
NO-NEW REVENUE TAX RATE	\$0.6070	per \$100
VOTER-APPROVAL TAX RATE	\$0.6135	per \$100

The no-new-revenue tax rate is the tax rate for the 2021 tax year that will raise the same amount of property tax revenue for City of Lago Vista from the same properties in both the 2020 tax year and the 2021 tax year. The voter-approval rate is the highest tax rate that the City of Lago Vista may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is not greater than the no-new-revenue tax rate. This means that the City of Lago Vista is not proposing to increase property taxes for the 2021 tax year.

The proposed tax rate is also not greater than the voter-approval tax rate. As a result, the City of Lago Vista is not required to hold an election to seek voter approval of the rate.

This approval requires a roll-call of the City Council to approve a not-to-exceed rate of \$0.6070 per \$100 valuation.

Impact if Approved:

A hearing and approval the of FY21-22 budget on September 27, 2021.

Impact if Denied:

Additional meetings will be required to gain approval for a FY21-22 budget.

Is Funding Required? ☐ Yes ☒ No If Yes, Is it Budgeted? ☐ Yes ☐ No ☐ N/A

Indicate Funding Source:

N?A

Suggested Motion/Recommendation/Action

Motion to - -

Motion to - -

Motion to - -

Known as:

N/A

Agenda Item Approved by City Manager

Tracie Hlavinka

 Digitally signed by Tracie Hlavinka
Date: 2021.09.09 08:08:08 -05'00'



AGENDA ITEM
City of Lago Vista

To: Mayor & City Council

Council Meeting: September 16, 2021

From: Chris Mobley, Parks and Recreation Director

Subject: Discussion, consideration, and possible approval to pursue \$30,000 CoronavirusAid Relief and Economic Security Act Grant (CARES).

Request: Business Item

Legal Document: Other

Legal Review:



EXECUTIVE SUMMARY:

The CARES Act is a grant program administered by the Federal Aviation Administration. The FAA developed the process, parameters and funding amounts for the program. As a Block Grant State, TxDOT will receive funding from the FAA and airports will then receive grants via TxDOT.

Title XII of Division B of the CARES Act provides approximately \$10 billion to support U.S. airports experiencing severe economic disruption caused by the COVID-19 public health emergency. This funding will be distributed to airports to prevent, prepare for the respond to the impacts of the COVID-19 public health emergency.

The period of performance for the CARES Act Grant is 4 years. Grants for operating expenses may not include activities prior to January 20, 2020. Typical uses of the grant include payroll, debt service, utility expenses, service contracts and supplies.

Impact if Approved:

Assist the City of Lago Vista in reimbursing Rusty Allen Airport cost related to operations, payroll, debt services, utility services, service contract and supplies.

Impact if Denied:

N/A

Is Funding Required? ☐ Yes ☒ No If Yes, Is it Budgeted? ☐ Yes ☐ No ☐ N/A

Indicate Funding Source:**Suggested Motion/Recommendation/Action**

Motion to - -

Motion to - -

Motion to - -

Known as:

Allow the City Manager to pursue the \$30,000 CARES Act Grant.

Agenda Item Approved by City Manager

CARES Act Airport Grants Frequently Asked Questions



TxDOT Aviation

The Coronavirus Aid, Relief and Economic Security Act is a grant program administered by the Federal Aviation Administration. The FAA developed the process, parameters and funding amounts for the program. As a Block Grant State, TxDOT will receive funding from the FAA and airports will then receive grants via TxDOT.

In addition to FAA guidelines that are to be followed, TxDOT also follows Texas Administrative Code requirements in order to administer grants to the individual airports in Texas. To better provide additional guidance for the Texas general aviation airports, this document provides TxDOT-specific grant processes in addition to providing the applicable FAA guidance.

TxDOT has additional information related to CARES Act grants for airport sponsors and stakeholders on our website that can be found at <https://www.txdot.gov/inside-txdot/division/aviation/guidance-covid-19.html>

General Questions

GQ1. How does the CARES Act benefit airports?

FAA: Title XII of Division B of the CARES Act provides approximately \$10 billion to support U.S. airports experiencing severe economic disruption caused by the COVID-19 public health emergency. This funding will be distributed to airports to prevent, prepare for and respond to the impacts of the COVID-19 public health emergency.

TxDOT: No additional guidance is required from TxDOT on this topic.

GQ2. Who is eligible to receive funding?

FAA: These funds are available only to sponsors as defined in section 47102 of Title 49, United States Code ; that is, airport sponsors meeting statutory and policy requirements under this section and identified in the FAA's

current National Plan of Integrated Airport Systems.

TxDOT: No additional guidance required from TxDOT on this topic.

GQ3. What is the period of availability to obligate or spend CARES Act funding?

FAA: Funds are available until expended. There is no deadline for the FAA to obligate funds available under the CARES Act. Nevertheless, the FAA intends to award grants and obligate these funds on an expedited basis. The FAA encourages airport sponsors to spend funds expeditiously to reduce the adverse impacts of the current public health emergency.

TxDOT: TxDOT will also encourage airports to spend funds as expeditiously as possible.

GQ4. Is there a deadline by which funds for operating expenses must be used?

FAA: Yes, the period of performance for the CARES Act grants is four years. Pursuant to 2 C.F.R. section 200.309, a sponsor may only charge to the grant allowable costs incurred during the period of performance.

Funds not expended within the four year period of performance are subject to recovery by the FAA. In addition, grants for operating expenses may not include activities prior to Jan. 20, 2020.

TxDOT: The Period of Performance begins when TxDOT and FAA execute the State Block Grant for CARES Funding, not the date TxDOT issues the sub-awards to our sponsors.

GQ5. How will this funding be allocated to airport sponsors?

FAA: The overall CARES Act program provides \$10 billion in funding that is divided into four groups. The CARES Act establishes formulas for each group to allocate the funds to specific airports. Because the CARES Act allocates all funds by formula or to increase the federal share for grants funded under fiscal year 2020 appropriations, none of these funds are discretionary.

TxDOT: The FAA administers funding to U.S. commercial service and general aviation airports. The FAA established the funding formulas and funding amounts to be allocated to each airport. As a participant in the State Block Grant Program, TxDOT is the agent for our sponsors and receives federal funding from the FAA on your behalf. TxDOT will then issue grants for this funding to each general aviation airport in the National Plan of Integrated Airports System, NPIAS. If your airport receives federal funding, your airport is in the NPIAS.

GQ6. What CARES Act funding groups are applicable to general aviation airports?

FAA:

Group 1 – 100% Federal share for 2020 Airport Improvement Program Grants. At least \$500 million is available to increase the federal share to 100% for grants awarded under the FY 2020 appropriations cycle for FY 2020 AIP and FY 2020 Supplemental Discretionary grants. The federal share for FY 2018 and 2019 Supplemental Discretionary grants will not increase.

Group 4 – General Aviation Airports. At least \$100 million

is available to general aviation airports for any purpose for which airport revenues may be lawfully used. These funds are allocated based on the categories published in the most current NPIAS, reflecting the percentage of the aggregate published eligible development costs for each such category and then dividing the allocated funds evenly among the eligible airports in each category, rounded up to the nearest thousand dollars.

TxDOT: No additional guidance is required from TxDOT on this topic.

GQ7. How is the 100% federal share determined for Group 1 funding?

FAA: To implement the CARES Act requirement and award AIP and Supplemental Discretionary grants appropriated for FY 2020 at a 100% federal share, the FAA will calculate the increased federal share for each AIP grant. The FAA will amend FY 2020 grants that already have been executed to adjust to the 100% federal share. The FAA will award and execute the remaining FY 2020 grants with a 100% Federal share.

TxDOT: For State Block Grant Program recipients, the 100% share is allocated based on FY 2020 federal formula funding. For Texas, the FY 2020 Non-Primary Entitlement and State Apportionment total is \$45,468,033.00; therefore, the ten percent CARES amount allocated to TxDOT to sub-award is \$4,546,803. Unfortunately, this amount is not sufficient to guarantee 100% funding for the total cost of each FY 2020 capital improvement program project. Therefore, TxDOT will be contacting airport sponsors with eligible capital improvement projects to

work through the scope items and amounts to be federally funded at 100%, as well as the granting processes and timelines for these projects. Project costs in excess of the amounts paid at 100%, will require a 10% local match. Group 4 CARES Act funds can be used to offset sponsors' 10% for expenses in excess of the 100% grant amount. Additionally, any scope element that is funded with a cost share less than 90/10 is only eligible to receive an additional 10% for that scope item; therefore, an access road originally programmed for 50% federal/50% local funding, will be funded at 60% federal/40% local.

TxDOT will amend FY 2020 grants, that were previously executed, to adjust the cost share and reflect the federal CARES Act share. Our TxDOT Grants team will contact airport sponsors who have submitted local funds regarding reimbursements that can be issued.

All sponsors with projects programmed in the FY 2020 Capital Improvement Program need to have an up-to-date airport map to avoid delays in grant issuance, which can jeopardize funding availability. These projects will be managed like all Capital Improvement Program projects are managed so no further action from the airport will be required at this time.

GQ8. Do CARES grants have a local match?

FAA: No. Funds under the CARES Act are available at a 100% Federal share.

TxDOT: See above answer. TxDOT Planners will be contacting airport sponsors to coordinate funding amounts to be funded at 100% Federal share. Once 10% matching funds are exhausted from the

additional CARES funds provided by the FAA, FY 2020 grants will revert to the normal sponsor share. Per the FAA, grants issued in FY 2019 or earlier are not eligible for a 100% federal share because they were issued under different appropriations laws.

GQ9. How can an airport sponsor use CARES grant funds?

FAA: An airport owner/sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy document defines permitted and prohibited uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act makes clear that the funds may not be used for any purpose not related to the airport.

TxDOT: In addition to viewing the FAA's Revenue Use Policy, TxDOT recommends Chapter 15 of the FAA's Compliance Handbook for more information. According to the FAA, lawful purposes of airport revenue include operating expenses and capital improvements at the airport. Please see the FAA Compliance Manual 5190.6B, Chapter 15, for a complete listing of Permitted and Prohibited Uses of Airport Revenue at https://www.faa.gov/airports/resources/publications/orders/compliance_5190_6/media/5190_6b_chap15.pdf

Additionally, a list of sample eligible operating expenses will

soon be provided on the COVID-19 resources page of our website that can be viewed at <https://www.txdot.gov/inside-tdot/division/aviation/guidance-covid-19.html>.

GQ10. Can I use CARES Group 4 funds for new airport development on the airport?

FAA: Yes but additional requirements apply. To make these critical CARES funds available as quickly as possible, the FAA is issuing non-construction grants that permit expenditure for airport operating expenses (such as payroll, debt service, utility expenses, service contracts and supplies). A recipient of a CARES grant that wishes to use the funds for new airport development or construction (i.e., to award a contract after March 27, 2020, for airport development) should contact its local Airports District Office or Airports Regional Office to make arrangements to do so. That office will ensure that such development is consistent with all of the recipient's prior Federal obligations, meets safety and security standards, meets National Environmental Policy Act, prevailing wage, Buy American, Veterans' Preference and Disadvantaged Business Enterprise Program requirements and meets other specific requirements for new airport development under the CARES Act.

TxDOT: TxDOT will serve as the point of contact for any airport requesting Group 4 funding for new development. Any coordination requirements from the FAA will be done via TxDOT. If you have any questions, please contact your TxDOT Planner.

GQ11. Can I use CARES Group 4 funds to reimburse my local match to TxDOT's Routine Airport Maintenance Program?

FAA: This is a question specific to TxDOT and the Texas general aviation airports. No FAA guidance is required for this topic.

TxDOT: Yes. In addition to RAMP reimbursement of up to 50% from TxDOT, airports have the option of using CARES Act Group 4 funding to request reimbursement for the local match of RAMP expenditures. As a reminder, expenditures after Jan. 20, 2020, are eligible for CARES Act funding. RAMP reimbursement and CARES Act reimbursement requests will be done in separate funding requests, although the backup documentation submitted will be the same.

Airports will be asked to provide additional information on the backup documentation to show that the CARES Act reimbursement will reimburse the local match only. Additionally, please note that the CARES Act funding program allows for more flexibility of eligible expenditures than the RAMP eligible items.

If an airport is considering using the Group 4 funds to request reimbursement towards the local match required for RAMP, as a suggestion, CARES Act funding can be requested first and the airport can receive 100% reimbursement of local funds. If any funds are required above the CARES Act funding amount, an airport can then request RAMP for 50% reimbursement of the remaining balance of local expenses. Funds that are submitted and reimbursed through CARES should not be submitted for reimbursement through RAMP.

If you have any questions or would like further guidance, please contact your TxDOT Planner.

GQ12. If an airport sponsor owns or operates multiple airports, may CARES Act Airport Grant funds be pooled?

FAA: Yes. An airport sponsor may use funds at any airport under its control.

TxDOT: For cities with multiple airports within one airport system, there are two options: Each airport can receive the designated Group 4 funding using individual grants or;

The Airport Sponsor/Airport owner of the airport system can request one combined grant for the multiple airports to use as needed. For combined grant requests, include a short message in the email submission of the Request for Funding form, indicating your preference for a combined award.

GQ13. Can an airport sponsor use CARES Act Airport Grants and funding from other Federal programs to pay for expenses related to the COVID-19 public health emergency?

FAA: A sponsor may use CARES Act Airport Grants for airport operating expenses that arise due to the COVID-19 public health emergency. The FAA recognizes that several sources of COVID-19 relief funds may be available to airport sponsors. Airport sponsors may use other sources of funding consistent with the terms of those programs. However, an airport sponsor may not invoice under its CARES Act Airport Grant for expenses that have been reimbursed under another program.

TxDOT: In addition to the guidance provided by the FAA, TxDOT encourages airports to be creative and collaborative in seeking and requesting financial relief for the public health emergency impact on the airport. Please contact your local government officials for more information on additional federal, state and local relief funding opportunities for transportation or airports.

Questions on Grant Application, Agreement and Invoicing

GA1. Is a grant application required to receive CARES Act Airport Grants?

FAA: Yes, with one exception. After the Secretary of Transportation announces awards under the CARES Act, each airport sponsor must submit a grant application.

However, airport sponsors do not need to apply for the increased Federal share of FY 2020 AIP or FY 2020 Supplemental Discretionary grants.

TxDOT: TxDOT has submitted a grant application to the FAA on your behalf, as a participant in the Block Grant State Program. Each airport will be required to submit an official funding request to TxDOT for the amount of Group 4 funding allocated to your airport. A funding request form will be available on the Aviation Division's COVID-19 webpage.

GA2. When will CARES Act Airport Grant applications be available and how long after filing a complete application should an airport sponsor expect to receive a grant?

FAA: The FAA will provide this application to airport sponsors through the local Airports District Office or Airports Regional Office shortly after the Secretary announces CARES Act Airport Grants awards. The FAA anticipates providing a grant agreement for execution within days of receiving a complete application.

TxDOT: TxDOT is required to present all Group 4, financial relief funding, amounts to the Texas Transportation Commission for approval as is done with our Capital Improvement Program grant awards. The Commission date for CARES Act funding approval is May 28, 2020 and we expect the online Request for Funding form to be available to complete and submit on May 26 2020. We anticipate CARES Act grants to be issued to TxDOT before the Commission date. TxDOT Aviation is committed to awarding grants expeditiously after receiving Texas Transportation Commission approval and upon TxDOT's receipt of the airport's funding request. A request form will be available on the Aviation Division's COVID-19 webpage.

GA3. Will the FAA use a standard AIP grant agreement or one specifically designed for this program?

FAA: The FAA will provide a simplified Grant Agreement shortly after it receives an application. This simplified agreement includes the requirements under the CARES Act and makes funds immediately

available for expenses, other than airport development, including payroll, debt service, utility expenses, service contracts and supplies.

TxDOT: TxDOT will also use a streamlined and simplified funding request and grant agreement specific for CARES Act funding for the Texas general aviation airports.

GA4. Does a CARES Act Airport Grant require an airport sponsor to obligate itself to the standard set of FAA Airport Sponsor Grant Assurances?

FAA: Generally, no. If an airport sponsor uses its CARES Act Airport Grant for operational expenses, the standard FAA Airport Sponsor Grant Assurances do not apply.

The CARES Act Airport Grants for operational expenses remain subject to audit, reporting, records retention and other requirements under 2 CFR part 200 like other Federal grant funding. Some laws outside of 49 U.S.C. chapter 471 also apply, such as 49 U.S.C.

40103(e), which prohibits the grant of an exclusive right to conduct any type of aeronautical activity at an airport and Title VI of the Civil Rights Act, which prohibits discrimination on the basis of race, color or national origin. If an airport sponsor uses its CARES Act Airport Grant for new airport development, additional requirements apply (see Q10). Additionally, CARES Act Airport Grant funds may be used only for the capital and operating expense of the airport. Examples of expenditures that FAA has found to be allowable are provided in the FAA Revenue Use Policy. The CARES Act does not, however, void assurances made in prior grant agreements; therefore, a sponsor's pre-existing grant assurances

and Federal obligations continue to apply.

TxDOT: No additional guidance is required from TxDOT on this topic.

GA5. How will an airport sponsor submit payment requests for CARES Act Airport Grants?

FAA: The FAA will use the existing U.S. Department of Transportation Delphi eInvoicing system for payment requests. Airport sponsors will continue the current practice of submitting underlying payment request documentation. Examples of documentation include payroll receipts, janitorial contract invoices and debt service payments. The FAA will review invoices manually to ensure adequate oversight, but it will process payments quickly.

TxDOT: In lieu of using the FAA's eInvoicing system for payment requests, Texas general aviation airports will use the current practice of submitting payment requests and associated support documentation in the TxDOT eGrants system. TxDOT will provide payment request forms to upload with supporting documentation. We will also use the FAA's examples of documentation to be accompanied with pay requests as shown above. TxDOT will review invoices manually to ensure payment eligibility and is committed to processing payments as quickly as possible.

Questions on Use of Funds

F1. Can CARES Act Airport Grants funds be used for a surface access project (roads or rail/transit)?

FAA: Yes. This use is airport development and, therefore, additional requirements apply.

TxDOT: TxDOT will discuss and further coordinate any surface access projects that may be requested by airports. We do, however, encourage airports to identify critical operating expenses and/or additional eligible development that can provide immediate relief assistance for the airport.

F2. Can CARES Act Airport Grants funds be deposited in the airport sponsor's reserve account (or invest them for future use)?

FAA: No. The FAA would not be able to ensure a potential future use is consistent with the CARES Act requirements. Airports should submit invoices and underlying documentation for airport expenditures.

TxDOT: No additional TxDOT guidance is required for the FAA's answer regarding reserve accounts. As a follow up question, however, can the grant funds be deposited into the local government's General Trust Fund account? Yes and per the FAA, CARES funding is required to be spent at the airport and for the airport. TxDOT encourages local governments to account for airport CARES grant funds accordingly. Additional audits may be required if the airport

does not have a dedicated budget or line-item fund within the local government's budget and accounting process. A good accounting practice may include providing the airport's budget or accounting code on invoices when submitting backup documentation with a payment request. Please contact your Planner if you have any questions or would like additional guidance.

Questions on Environmental Review

E1. Are there any environmental requirements associated with increases to 100% Federal share for FY 2020 AIP grants?

FAA: All projects funded for AIP and Supplemental Discretionary grants under FY 2020 appropriations continue to be subject to environmental requirements. However, no additional environmental analysis is required for the federal share increase.

TxDOT: Environmental review will continue to be done through TxDOT as done with our normal project process.

E2. Are there any environmental review requirements associated with non-construction grants for airport operating expenses and debt service?

FAA: No. These types of grants have no potential to impact the environment and therefore are not major federal actions subject to NEPA review.

TxDOT: No additional guidance is required from TxDOT on this topic.

Questions on Administration under the State Block Grant Program

SBGP1. What is the State Block Grant Program?

FAA: In 1987, Congress authorized the FAA to use State block grants to provide AIP funds to airport sponsors. Through the SBGP, the FAA provides funds directly to States that participate in the program. In turn, SBGP participants fund and oversee AIP projects to non-primary commercial service, reliever and general aviation airports.

The program currently includes the following 10 States: Georgia, Illinois, Michigan, Missouri, New Hampshire, North Carolina, Pennsylvania, Tennessee, Texas and Wisconsin.

TxDOT: No additional guidance is required from TxDOT on this topic.

SBGP2. How will the FAA Administer CARES Act funding for States participating in the SBGP?

FAA: The FAA Airport Improvement Program Branch (APP-520) will utilize its existing relationships with the states participating in the SBGP for administration of CARES Act Airport Grants. These

participants have relationships with airport sponsors within their States and currently provide grant management and internal controls. Leveraging this infrastructure will facilitate efficient and expedient distribution of funds.

TxDOT: As a participant in the SBGP, the FAA will administer funds to TxDOT. TxDOT will then administer grants individually for Texas general aviation airports.

SBGP3. Will FAA Regional and Airport District Offices remain the points-of-contact for CARES Act Airport Grants?

FAA: Yes. States participating in the SBGP should continue to work with their local Airports District Office or Airports Regional Office throughout CARES Act Airport Grants implementation and administration.

TxDOT: TxDOT will serve as the point-of-contact for any questions from Texas general aviation airports. The FAA will be the point-of-contact for Block Grant State Agencies. TxDOT will continue to work with the FAA Southwest Region and Texas ADO. Please continue to contact TxDOT if you have any questions.

SBGP4. Do CARES Act Airport Grants funding allocations work differently for the SBGP?

FAA: No. The FAA will calculate each airport sponsor's allocation based on formulas in the CARES Act. The Secretary of Transportation will announce these award amounts along with all awards under the CARES Act Airport Grants program.

TxDOT: In addition to the FAA calculating and providing TxDOT with

the amount of funding for Texas general aviation airports, TxDOT is to administer individual grants to Texas general aviation airports.

SBGP5. How much CARES Act funding may States participating in the SBGP distribute?

FAA: The CARES Act provides for specific allocations to each airport sponsor. The FAA will aggregate the amounts announced for each airport sponsor into one State award.

TxDOT: The FAA will determine the funding amount that each Texas general aviation airport is to receive and will provide that funding amount allocation for each airport to TxDOT. The FAA will require TxDOT to distribute CARES Act funding to airports in accordance to the FAA's calculated funding amount allocated to each airport.

SBGP6. How may States participating in the SBGP allocate CARES Act Airport Grants?

FAA: States participating in the SBGP must make sub-awards to each airport sponsor based on that sponsor's allocation under the CARES Act. The FAA expects States to make these sub-awards on an expedited basis, for airport sponsors to spend funds quickly, to reduce the adverse impacts of the current public health emergency.

States must follow 2 CFR part 200 requirements for CARES Act Airport Grants and sub-awards. Funds not expended within the four-year period of performance are subject to recovery by the FAA.

TxDOT: TxDOT will comply with FAA requirements and is committed to providing grants to Texas general

aviation airports on an expedited basis to reduce adverse impacts to airports during the current public health emergency.

SBGP7. What application and grant agreement will be used for sub-grants?

FAA: States participating in the SBGP will use a streamlined application and grant agreement process similar to what the FAA is using for all CARES Act Airports Grants. The FAA will provide states with template documents after these grants are announced.

TxDOT: TxDOT will use a streamlined and simplified funding request and grant agreement specific for CARES Act funding for the Texas general aviation airports. A funding request form will be available on the TxDOT Aviation Division COVID-19 web page.

SBGP8. Can states participating in the SBGP mix FY 2020 AIP funds and additional funds to increase the Federal share under the CARES Act?

FAA: No. The Group 1 FY 2020 AIP and Supplemental Discretionary funds are separate from the Group 4 CARES Act funds for relief funding. States must separately account for the two different funding sources as they are drawn down to ensure each appropriation is spent as intended.

TxDOT: TxDOT will comply with FAA requirements and will keep CARES Act funding separate when distributing funds to Texas general aviation airports. TxDOT has received FAA concurrence that Group 4 funds can be used in addition to Group 1 funds for federal funding up to 100% of actual project costs.

SBGP9. What if my state legislature needs to approve the acceptance of CARES Act funding?

FAA: The FAA recommends that states participating in the SBGP use their usual state processes to approve, accept and administer Federal funds.

TxDOT: In addition to applying FAA guidelines to the grant process, TxDOT is required to follow applicable Texas Administrative Code rules to approve, accept and administer funding to Texas general aviation airports. No state legislative action is required.

SBGP10. What are the reporting requirements for CARES Act Airport Grants?

FAA: States participating in the SBGP will continue the current practice of providing sub-award reporting information on CARES Act Airport Grants to the FAA upon request.

TxDOT: TxDOT requests airports and local governments to retain records and documentation submitted for CARES Act funding to assist TxDOT during expected future audits.

SBGP11. Will CARES Act Airport Grants require end-of-fiscal-year reporting like other AIP funding?

FAA: Yes. CARES Act Airport Grants funds will be included in the Annual Report of Federal Funding at the end of FY 2020.

TxDOT: TxDOT will supply fiscal reporting information to the FAA on behalf of the Texas general airports for Group 1 funding. TxDOT requests airports and local

governments to retain records and documentation submitted for CARES Act funding to assist TxDOT if additional information is required. Group 4 funding is subject to your entity's Single Audit reporting requirements.

SBGP12. How will payment requests be submitted for CARES Act Airport Grants?

FAA: The FAA will use the existing U.S. Department of Transportation Delphi eInvoicing system for payment requests. States participating in the SBGP will continue the current practice of retaining all underlying payment request documentation and complete records.

TxDOT: TxDOT will receive CARES Act funding on behalf of the airports via the Delphi eInvoicing system. Texas general aviation airports will use the current practice of submitting payment requests and associated support documentation in the TxDOT eGrants system. TxDOT will provide payment request forms to upload with

supporting documentation. We will also use the FAA's examples of documentation to be accompanied with pay requests as shown above. TxDOT will review invoices manually to ensure payment eligibility and is committed to processing payments as quickly as possible.

SBGP13. Will the FAA audit CARES Act Airport Grants administered by States participating in the SBGP?

FAA: Yes. The FAA will include audits of CARES Act Airport Grants in its annual audit process.

TxDOT: TxDOT will be subject to the expected FAA audits on behalf of the Texas general aviation airports. TxDOT requests airports and local governments to retain records and documentation submitted for CARES Act funding to assist TxDOT if additional information is required.



TxDOT Aviation Request for FY2020 CARES Act Financial Relief Fund

Form AVN-554
(6/20)
Page 1 of 1

I _____ , _____ , duly authorized
State your full name Title

agent for _____ , hereby submit this request for CARES Act
Name of Entity

funding for _____ Empty _____ in the amount of \$ _____
Name of Airport

to be used for _____ .

Name and contact information of person to be contacted on matters involving this request for funding:

Name: _____

Title: _____

Phone number: _____

Email address: _____

- ☐ By checking this box, I certify that the statements herein are true, complete and accurate to the best of my knowledge, and agree to comply with the FAA Revenue Use Policy, [Permitted and Prohibited Uses of Airport Revenue](#), and any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may be subject to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001).



AGENDA ITEM City of Lago Vista

To: Mayor & City Council

Council Meeting: 9/16/2021

From: Eric Belaj, PE, CFM

Subject: Discussion, consideration, and possible action to reject the 2021 Roadway Rehab Project bids.

Request: Bid Award

Legal Document: Contract

Legal Review: ☒

EXECUTIVE SUMMARY:

The City recently completed the bid opening for the 2021 Roadway Rehab Project held on August 17, 2021, at 11:00 am. The proposed improvements consisted of paving 28 different City streets consisting of approximately 176,800 square yards.

There were three (3) companies that bid on the rehab projects. Lone Star Paving offered the lowest qualified base bid at \$1,763,862.10, and added a bid alternate of \$212,530.80. See the tabulation bids included in the packet. City staff determined that this construction company has constructed many similar projects around the Central Texas area.

Although the review of the tabulated bids indicates the low bidder provided amounts that were competitive, the City does not have adequate remaining funds to cover the costs for this project estimated at \$1.977 MM including the added alternate.

It is staff's recommendation the the City Council to reject all bids received for the 2021 Street Rehab Project due to a lack of funding for the project. Local Government Code states under section 252.043(f) that the governing body of the city may reject any and all bids. The Local Government Code under Subchapter B also allows Council to specifically authorize a delegate the authority to reject the bids.

Staff will work again early in the new budget year to re-bid this project. The new 21/22 CIP street budget is proposed at \$1.977MM.

Impact if Approved:

Staff will inform all bidders the bids have been rejected. A new bid process will begin in FY2021-22 for the street Capital Improvement Projects.

Impact if Denied:

Staff will work to find a funding source to complete the project.

Is Funding Required? ☒ Yes ☐ No If Yes, Is it Budgeted? ☐ Yes ☒ No ☐ N/A

Indicate Funding Source:

Line item - Street Maintenance account # 580-8251.

Suggested Motion/Recommendation/Action

Motion to - -

Motion to - -

Motion to - -

Known as:

Not Award Contract for the 2021 Roadway Rehab Project and Reject All Bids from the August 17, 2021, bid opening, and direct staff to issue an All Bids Rejected letter to all the bidders.

Agenda Item Approved by City Manager

Tracie Hlavinka

 Digitally signed by Tracie Hlavinka
Date: 2021.09.08 16:46:21 -05'00'

CONSTRUCTION COST FOR: **LAGO VISTA 2021 STREET REHAB PH-2 OVERLAY**

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				BENNETT PAVING		LONE STAR PAVING		TX MATERIAL GROUP		ALPHA PAVING	
PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
GENERAL CONDITIONS & PAVING											
1	MOBILIZATION, BONDS & INSURANCE	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 23,415.00	\$ 23,415.00	\$ 134,524.70	\$ 134,524.70	\$ -	\$ -
2	REMOVE & DISPOSE OF TRAFFIC BUTTONS	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 1,475.00	\$ 1,475.00	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -
3	TRAFFIC CONTROL	1	LS	\$ 45,000.00	\$ 45,000.00	\$ 34,115.00	\$ 34,115.00	\$ 100,008.59	\$ 100,008.59	\$ -	\$ -
BISON (C02)											
4	PAVEMENT 1.5" HMAC TYPE "D"	7,572	SY	\$ 8.50	\$ 64,362.00	\$ 8.85	\$ 67,012.20	\$ 8.46	\$ 64,059.12	\$ -	\$ -
5	TIE-IN TO EXSITING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	335	LF	\$ 1.75	\$ 586.25	\$ 2.65	\$ 887.75	\$ 13.60	\$ 4,556.00	\$ -	\$ -
6	12" HMAC COMPACTED TAPERED EDGE	4,764	LF	\$ 1.00	\$ 4,764.00	\$ 0.75	\$ 3,573.00	\$ 11.40	\$ 54,309.60	\$ -	\$ -
SIERRA TRAIL (C03)											
7	PAVEMENT 1.5" HMAC TYPE "D"	4,740	SY	\$ 8.50	\$ 40,290.00	\$ 8.85	\$ 41,949.00	\$ 9.01	\$ 42,707.40	\$ -	\$ -
8	TIE-IN TO EXSITING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	380	LF	\$ 1.75	\$ 665.00	\$ 2.65	\$ 1,007.00	\$ 13.17	\$ 5,004.60	\$ -	\$ -
9	12" HMAC COMPACTED TAPERED EDGE	3,270	LF	\$ 1.00	\$ 3,270.00	\$ 0.75	\$ 2,452.50	\$ 11.33	\$ 37,049.10	\$ -	\$ -
CONTINENTAL (C04)											
10	PAVEMENT 1.5" HMAC TYPE "D"	9,387	SY	\$ 8.50	\$ 79,789.50	\$ 8.85	\$ 83,074.95	\$ 8.75	\$ 82,136.25	\$ -	\$ -
11	TIE-IN TO EXSITING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	400	LF	\$ 1.75	\$ 700.00	\$ 2.65	\$ 1,060.00	\$ 13.47	\$ 5,388.00	\$ -	\$ -
12	12" HMAC COMPACTED TAPERED EDGE	6,663	LF	\$ 1.00	\$ 6,663.00	\$ 0.75	\$ 4,997.25	\$ 11.29	\$ 75,225.27	\$ -	\$ -
CRYSTAL WAY (C05)											
13	PAVEMENT 1.5" HMAC TYPE "D"	4,150	SY	\$ 8.50	\$ 35,275.00	\$ 8.85	\$ 36,727.50	\$ 9.26	\$ 38,429.00	\$ -	\$ -
14	TIE-IN TO EXSITING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	260	LF	\$ 1.75	\$ 455.00	\$ 2.65	\$ 689.00	\$ 14.73	\$ 3,829.80	\$ -	\$ -
PATRIOT (C06)											
15	PAVEMENT 1.5" HMAC TYPE "D"	2,602	SY	\$ 8.50	\$ 22,117.00	\$ 8.85	\$ 23,027.70	\$ 10.07	\$ 26,202.14	\$ -	\$ -
16	TIE-IN TO EXSITING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	250	LF	\$ 1.75	\$ 437.50	\$ 2.65	\$ 662.50	\$ 15.02	\$ 3,755.00	\$ -	\$ -
17	12" HMAC COMPACTED TAPERED EDGE	1,680	LF	\$ 1.00	\$ 1,680.00	\$ 0.75	\$ 1,260.00	\$ 11.32	\$ 19,017.60	\$ -	\$ -
ROCK TERRACE (C07)											
18	PAVEMENT 1.5" HMAC TYPE "D"	4,773	SY	\$ 8.50	\$ 40,570.50	\$ 8.85	\$ 42,241.05	\$ 9.00	\$ 42,957.00	\$ -	\$ -
19	TIE-IN TO EXSITING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	260	LF	\$ 1.75	\$ 455.00	\$ 2.65	\$ 689.00	\$ 14.74	\$ 3,832.40	\$ -	\$ -
DAWN (C08)											
20	PAVEMENT 1.5" HMAC TYPE "D"	7,780	SY	\$ 8.50	\$ 66,130.00	\$ 8.85	\$ 68,853.00	\$ 8.78	\$ 68,308.40	\$ -	\$ -
21	TIE-IN TO EXSITING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	90	LF	\$ 1.75	\$ 157.50	\$ 2.65	\$ 238.50	\$ 23.18	\$ 2,086.20	\$ -	\$ -
22	12" HMAC COMPACTED TAPERED EDGE	5,225	LF	\$ 1.00	\$ 5,225.00	\$ 0.75	\$ 3,918.75	\$ 11.31	\$ 59,094.75	\$ -	\$ -
LYNN (C09)											
23	PAVEMENT 1.5" HMAC TYPE "D"	4,272	SY	\$ 8.50	\$ 36,312.00	\$ 8.85	\$ 37,807.20	\$ 8.95	\$ 38,234.40	\$ -	\$ -
FAWN (C10)											
24	PAVEMENT 1.5" HMAC TYPE "D"	3,741	SY	\$ 8.50	\$ 31,798.50	\$ 8.85	\$ 33,107.85	\$ 9.20	\$ 34,417.20	\$ -	\$ -
25	TIE-IN TO EXSITING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	180	LF	\$ 1.75	\$ 315.00	\$ 2.65	\$ 477.00	\$ 16.67	\$ 3,000.60	\$ -	\$ -
HANCOCK (C11)											
26	PAVEMENT 1.5" HMAC TYPE "D"	8,440	SY	\$ 8.50	\$ 71,740.00	\$ 8.85	\$ 74,694.00	\$ 8.93	\$ 75,369.20	\$ -	\$ -
27	TIE-IN TO EXSITING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	485	LF	\$ 1.75	\$ 848.75	\$ 2.65	\$ 1,285.25	\$ 12.59	\$ 6,106.15	\$ -	\$ -
28	12" HMAC COMPACTED TAPERED EDGE	3,252	LF	\$ 1.00	\$ 3,252.00	\$ 0.75	\$ 2,439.00	\$ 11.35	\$ 36,910.20	\$ -	\$ -
LAKE PARK (C12)											
29	PAVEMENT 1.5" HMAC TYPE "D"	1,899	SY	\$ 8.50	\$ 16,141.50	\$ 8.85	\$ 16,806.15	\$ 9.91	\$ 18,819.09	\$ -	\$ -
30	TIE-IN TO EXSITING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	150	LF	\$ 1.75	\$ 262.50	\$ 2.65	\$ 397.50	\$ 17.99	\$ 2,698.50	\$ -	\$ -
NETTLE (C13)											
31	PAVEMENT 1.5" HMAC TYPE "D"	1,987	SY	\$ 8.50	\$ 16,889.50	\$ 8.85	\$ 17,584.95	\$ 9.80	\$ 19,472.60	\$ -	\$ -
32	TIE-IN TO EXSITING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	110	LF	\$ 1.75	\$ 192.50	\$ 2.65	\$ 291.50	\$ 20.82	\$ 2,290.20	\$ -	\$ -

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PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
CONGRESS (C14)											
33	PAVEMENT 1.5" HMAC TYPE "D"	1,788	SY	\$ 8.50	\$ 15,198.00	\$ 8.85	\$ 15,823.80	\$ 9.75	\$ 17,433.00	\$ -	\$ -
34	TIE-IN TO EXSITING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	185	LF	\$ 1.75	\$ 323.75	\$ 2.65	\$ 490.25	\$ 16.50	\$ 3,052.50	\$ -	\$ -
ANNAPOLIC (C15)											
35	PAVEMENT 1.5" HMAC TYPE "D"	885	SY	\$ 8.50	\$ 7,522.50	\$ 8.85	\$ 7,832.25	\$ 11.69	\$ 10,345.65	\$ -	\$ -
36	TIE-IN TO EXSITING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	60	LF	\$ 1.75	\$ 105.00	\$ 2.65	\$ 159.00	\$ 29.68	\$ 1,780.80	\$ -	\$ -
LITTLE LOOP (C16)											
37	PAVEMENT 1.5" HMAC TYPE "D"	1,615	SY	\$ 8.50	\$ 13,727.50	\$ 8.85	\$ 14,292.75	\$ 9.67	\$ 15,617.05	\$ -	\$ -
38	TIE-IN TO EXSITING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	90	LF	\$ 1.75	\$ 157.50	\$ 2.65	\$ 238.50	\$ 23.18	\$ 2,086.20	\$ -	\$ -
OVERHILL (C17)											
39	PAVEMENT 1.5" HMAC TYPE "D"	1,268	SY	\$ 8.50	\$ 10,778.00	\$ 8.85	\$ 11,221.80	\$ 9.73	\$ 12,337.64	\$ -	\$ -
40	TIE-IN TO EXSITING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	140	LF	\$ 1.75	\$ 245.00	\$ 2.65	\$ 371.00	\$ 18.54	\$ 2,595.60	\$ -	\$ -
HILLSIDE (C18)											
41	PAVEMENT 1.5" HMAC TYPE "D"	5,350	SY	\$ 8.50	\$ 45,475.00	\$ 8.85	\$ 47,347.50	\$ 9.06	\$ 48,471.00	\$ -	\$ -
42	TIE-IN TO EXSITING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	235	LF	\$ 1.75	\$ 411.25	\$ 2.65	\$ 622.75	\$ 15.16	\$ 3,562.60	\$ -	\$ -
BAR K RANCH (C19)											
43	PAVEMENT 1.5" HMAC TYPE "D"	5,502	SY	\$ 8.50	\$ 46,767.00	\$ 8.85	\$ 48,692.70	\$ 9.00	\$ 49,518.00	\$ -	\$ -
44	TIE-IN TO EXSITING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	475	LF	\$ 1.75	\$ 831.25	\$ 2.65	\$ 1,258.75	\$ 12.64	\$ 6,004.00	\$ -	\$ -
45	12" HMAC COMPACTED TAPERED EDGE	3,071	LF	\$ 1.00	\$ 3,071.00	\$ 0.75	\$ 2,303.25	\$ 11.48	\$ 35,255.08	\$ -	\$ -
AMERICAN (C20)											
46	PAVEMENT 1.5" HMAC TYPE "D"	3,515	SY	\$ 8.50	\$ 29,877.50	\$ 8.85	\$ 31,107.75	\$ 8.99	\$ 31,599.85	\$ -	\$ -
47	TIE-IN TO EXSITING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	150	LF	\$ 1.75	\$ 262.50	\$ 2.65	\$ 397.50	\$ 17.99	\$ 2,698.50	\$ -	\$ -
RIDGEVIEW (C21)											
48	PAVEMENT 1.5" HMAC TYPE "D"	5,811	SY	\$ 8.50	\$ 49,393.50	\$ 8.85	\$ 51,427.35	\$ 8.90	\$ 51,717.90	\$ -	\$ -
49	TIE-IN TO EXSITING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	380	LF	\$ 1.75	\$ 665.00	\$ 2.65	\$ 1,007.00	\$ 13.25	\$ 5,035.00	\$ -	\$ -
PERSHING (C22)											
50	PAVEMENT 1.5" HMAC TYPE "D"	3,446	SY	\$ 8.50	\$ 29,291.00	\$ 8.85	\$ 30,497.10	\$ 9.03	\$ 31,117.38	\$ -	\$ -
51	TIE-IN TO EXSITING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	200	LF	\$ 1.75	\$ 350.00	\$ 2.65	\$ 530.00	\$ 10.66	\$ 2,132.00	\$ -	\$ -
NORTON (C23)											
52	PAVEMENT 1.5" HMAC TYPE "D"	5,210	SY	\$ 8.50	\$ 44,285.00	\$ 8.85	\$ 46,108.50	\$ 8.88	\$ 46,264.80	\$ -	\$ -
53	TIE-IN TO EXSITING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	360	LF	\$ 1.75	\$ 630.00	\$ 2.65	\$ 954.00	\$ 13.42	\$ 4,831.20	\$ -	\$ -
MT LAUREL (C24)											
54	PAVEMENT 1.5" HMAC TYPE "D"	3,515	SY	\$ 8.50	\$ 29,877.50	\$ 8.85	\$ 31,107.75	\$ 8.99	\$ 31,599.85	\$ -	\$ -
55	TIE-IN TO EXSITING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	40	LF	\$ 1.75	\$ 70.00	\$ 2.65	\$ 106.00	\$ 39.42	\$ 1,576.80	\$ -	\$ -
MT VERNON (C25)											
56	PAVEMENT 1.5" HMAC TYPE "D"	3,660	SY	\$ 8.50	\$ 31,110.00	\$ 8.85	\$ 32,391.00	\$ 8.93	\$ 32,683.80	\$ -	\$ -
57	TIE-IN TO EXSITING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	260	LF	\$ 1.75	\$ 455.00	\$ 2.65	\$ 689.00	\$ 14.67	\$ 3,814.20	\$ -	\$ -
TURNBACK (C26)											
58	PAVEMENT 1.5" HMAC TYPE "D"	5,167	SY	\$ 8.50	\$ 43,919.50	\$ 8.85	\$ 45,727.95	\$ 8.89	\$ 45,934.63	\$ -	\$ -
59	TIE-IN TO EXSITING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	200	LF	\$ 1.75	\$ 350.00	\$ 2.65	\$ 530.00	\$ 16.03	\$ 3,206.00	\$ -	\$ -
OUTPOST TRACE (C27)											
60	PAVEMENT 1.5" HMAC TYPE "D"	12,960	SY	\$ 8.50	\$ 110,160.00	\$ 8.85	\$ 114,696.00	\$ 8.91	\$ 115,473.60	\$ -	\$ -
61	TIE-IN TO EXSITING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	195	LF	\$ 1.75	\$ 341.25	\$ 2.65	\$ 516.75	\$ 16.18	\$ 3,155.10	\$ -	\$ -
62	12" HMAC COMPACTED TAPERED EDGE	9,143	LF	\$ 1.00	\$ 9,143.00	\$ 0.75	\$ 6,857.25	\$ 11.29	\$ 103,224.47	\$ -	\$ -
CONSTITUTION (C28)											
63	PAVEMENT 1.5" HMAC TYPE "D"	15,230	SY	\$ 8.50	\$ 129,455.00	\$ 8.85	\$ 134,785.50	\$ 9.80	\$ 149,254.00	\$ -	\$ -
64	TIE-IN TO EXSITING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	670	LF	\$ 1.75	\$ 1,172.50	\$ 2.65	\$ 1,775.50	\$ 11.92	\$ 7,986.40	\$ -	\$ -
65	12" HMAC COMPACTED TAPERED EDGE	10,227	LF	\$ 1.00	\$ 10,227.00	\$ 0.75	\$ 7,670.25	\$ 11.29	\$ 115,462.83	\$ -	\$ -

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HIGH DR (C29)											
66	PAVEMENT 1.5" HMAC TYPE "D"	15,945	SY	\$ 8.50	\$ 135,532.50	\$ 8.85	\$ 141,113.25	\$ 8.73	\$ 139,199.85	\$ -	\$ -
67	TIE-IN TO EXSITING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	270	LF	\$ 1.75	\$ 472.50	\$ 2.65	\$ 715.50	\$ 10.65	\$ 2,875.50	\$ -	\$ -
OUTPOST TRACE (C30)											
68	PAVEMENT 1.5" HMAC TYPE "D"	13,900	SY	\$ 8.50	\$ 118,150.00	\$ 8.85	\$ 123,015.00	\$ 8.79	\$ 122,181.00	\$ -	\$ -
69	TIE-IN TO EXSITING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	430	LF	\$ 1.75	\$ 752.50	\$ 2.65	\$ 1,139.50	\$ 10.64	\$ 4,575.20	\$ -	\$ -
NORTHLAND (C31)											
70	PAVEMENT 1.5" HMAC TYPE "D"	10,328	SY	\$ 8.50	\$ 87,788.00	\$ 8.85	\$ 91,402.80	\$ 8.89	\$ 91,815.92	\$ -	\$ -
71	TIE-IN TO EXSITING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	275	LF	\$ 1.75	\$ 481.25	\$ 2.65	\$ 728.75	\$ 10.64	\$ 2,926.00	\$ -	\$ -
72	12" HMAC COMPACTED TAPERED EDGE	7,452	LF	\$ 1.00	\$ 7,452.00	\$ 0.75	\$ 5,589.00	\$ 11.32	\$ 84,356.64	\$ -	\$ -
PAVEMENT MARKINGS											
BISON (C02)											
73	YELLOW TRAFFIC BUTTON REFLECTORS	63	EA	\$ 5.00	\$ 315.00	\$ 5.00	\$ 315.00	\$ 5.00	\$ 315.00	\$ -	\$ -
74	BLUE TRAFFIC BUTTON REFLECTORS	2	EA	\$ 15.00	\$ 30.00	\$ 15.00	\$ 30.00	\$ 15.00	\$ 30.00	\$ -	\$ -
75	SOLID YELLOW 4" THERMOPLASTIC STRIPE (DOUBLE)	2507	LF	\$ 0.70	\$ 1,754.90	\$ 0.70	\$ 1,754.90	\$ 0.70	\$ 1,754.90	\$ -	\$ -
76	SOLID WHITE 4" THERMOPLASTIC EDGE STRIPE (SINGLE)	4964	LF	\$ 0.30	\$ 1,489.20	\$ 0.30	\$ 1,489.20	\$ 0.30	\$ 1,489.20	\$ -	\$ -
77	SOLID WHITE 24" x 12' THERMOPLASTIC MARKER (STOP BAR)	2	EA	\$ 385.00	\$ 770.00	\$ 385.00	\$ 770.00	\$ 385.00	\$ 770.00	\$ -	\$ -
SIERRA TRAIL (C03)											
78	YELLOW TRAFFIC BUTTON REFLECTORS	87	EA	\$ 5.00	\$ 435.00	\$ 5.00	\$ 435.00	\$ 5.00	\$ 435.00	\$ -	\$ -
79	BLUE TRAFFIC BUTTON REFLECTORS	4	EA	\$ 15.00	\$ 60.00	\$ 15.00	\$ 60.00	\$ 15.00	\$ 60.00	\$ -	\$ -
80	SOLID YELLOW 4" THERMOPLASTIC STRIPE (DOUBLE)	1643	LF	\$ 0.70	\$ 1,150.10	\$ 0.70	\$ 1,150.10	\$ 0.70	\$ 1,150.10	\$ -	\$ -
81	SOLID WHITE 4" THERMOPLASTIC EDGE STRIPE (SINGLE)	3495	LF	\$ 0.30	\$ 1,048.50	\$ 0.30	\$ 1,048.50	\$ 0.30	\$ 1,048.50	\$ -	\$ -
82	SOLID WHITE 24" x 12' THERMOPLASTIC MARKER (STOP BAR)	1	EA	\$ 385.00	\$ 385.00	\$ 385.00	\$ 385.00	\$ 385.00	\$ 385.00	\$ -	\$ -
83	SOLID WHITE 6" THERMOPLASTIC CROSSWALK (LADDER) (130 LF)	1	EA	\$ 335.00	\$ 335.00	\$ 335.00	\$ 335.00	\$ 335.00	\$ 335.00	\$ -	\$ -
CONTINENTAL (C04)											
84	YELLOW TRAFFIC BUTTON REFLECTORS	88	EA	\$ 5.00	\$ 440.00	\$ 5.00	\$ 440.00	\$ 5.00	\$ 440.00	\$ -	\$ -
85	BLUE TRAFFIC BUTTON REFLECTORS	6	EA	\$ 15.00	\$ 90.00	\$ 15.00	\$ 90.00	\$ 15.00	\$ 90.00	\$ -	\$ -
86	SOLID YELLOW 4" THERMOPLASTIC STRIPE (DOUBLE)	3535	LF	\$ 0.70	\$ 2,474.50	\$ 0.70	\$ 2,474.50	\$ 0.70	\$ 2,474.50	\$ -	\$ -
87	SOLID WHITE 4" THERMOPLASTIC EDGE STRIPE (SINGLE)	7238	LF	\$ 0.30	\$ 2,171.40	\$ 0.30	\$ 2,171.40	\$ 0.30	\$ 2,171.40	\$ -	\$ -
88	SOLID WHITE 24" x 12' THERMOPLASTIC MARKER (STOP BAR)	1	EA	\$ 385.00	\$ 385.00	\$ 385.00	\$ 385.00	\$ 385.00	\$ 385.00	\$ -	\$ -
CRYSTAL WAY (C05)											
89	YELLOW TRAFFIC BUTTON REFLECTORS	35	EA	\$ 5.00	\$ 175.00	\$ 5.00	\$ 175.00	\$ 5.00	\$ 175.00	\$ -	\$ -
90	SOLID YELLOW 4" THERMOPLASTIC STRIPE (DOUBLE)	1383	LF	\$ 0.70	\$ 968.10	\$ 0.70	\$ 968.10	\$ 0.70	\$ 968.10	\$ -	\$ -
91	SOLID WHITE 4" THERMOPLASTIC EDGE STRIPE (SINGLE)	2902	LF	\$ 0.30	\$ 870.60	\$ 0.30	\$ 870.60	\$ 0.30	\$ 870.60	\$ -	\$ -
92	SOLID WHITE 24" x 12' THERMOPLASTIC MARKER (STOP BAR)	1	EA	\$ 385.00	\$ 385.00	\$ 385.00	\$ 385.00	\$ 385.00	\$ 385.00	\$ -	\$ -
ROCK TERRACE (C07)											
93	YELLOW TRAFFIC BUTTON REFLECTORS	42	EA	\$ 5.00	\$ 210.00	\$ 5.00	\$ 210.00	\$ 5.00	\$ 210.00	\$ -	\$ -
94	BLUE TRAFFIC BUTTON REFLECTORS	2	EA	\$ 15.00	\$ 30.00	\$ 15.00	\$ 30.00	\$ 15.00	\$ 30.00	\$ -	\$ -
95	SOLID YELLOW 4" THERMOPLASTIC STRIPE (DOUBLE)	1685	LF	\$ 0.70	\$ 1,179.50	\$ 0.70	\$ 1,179.50	\$ 0.70	\$ 1,179.50	\$ -	\$ -
96	SOLID WHITE 4" THERMOPLASTIC EDGE STRIPE (SINGLE)	3339	LF	\$ 0.30	\$ 1,001.70	\$ 0.30	\$ 1,001.70	\$ 0.30	\$ 1,001.70	\$ -	\$ -
97	SOLID WHITE 24" x 12' THERMOPLASTIC MARKER (STOP BAR)	1	EA	\$ 385.00	\$ 385.00	\$ 385.00	\$ 385.00	\$ 385.00	\$ 385.00	\$ -	\$ -

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DAWN (C08)											
98	YELLOW TRAFFIC BUTTON REFLECTORS	65	EA	\$ 5.00	\$ 325.00	\$ 5.00	\$ 325.00	\$ 5.00	\$ 325.00	\$ -	\$ -
99	BLUE TRAFFIC BUTTON REFLECTORS	3	EA	\$ 15.00	\$ 45.00	\$ 15.00	\$ 45.00	\$ 15.00	\$ 45.00	\$ -	\$ -
100	SOLID YELLOW 4" THERMOPLASTIC STRIPE (DOUBLE)	2583	LF	\$ 0.70	\$ 1,808.10	\$ 0.70	\$ 1,808.10	\$ 0.70	\$ 1,808.10	\$ -	\$ -
101	SOLID WHITE 4" THERMOPLASTIC EDGE STRIPE (SINGLE)	5450	LF	\$ 0.30	\$ 1,635.00	\$ 0.30	\$ 1,635.00	\$ 0.30	\$ 1,635.00	\$ -	\$ -
HANCOCK (C11)											
102	YELLOW TRAFFIC BUTTON REFLECTORS	74	EA	\$ 5.00	\$ 370.00	\$ 5.00	\$ 370.00	\$ 5.00	\$ 370.00	\$ -	\$ -
103	BLUE TRAFFIC BUTTON REFLECTORS	2	EA	\$ 15.00	\$ 30.00	\$ 15.00	\$ 30.00	\$ 15.00	\$ 30.00	\$ -	\$ -
104	SOLID YELLOW 4" THERMOPLASTIC STRIPE (DOUBLE)	2954	LF	\$ 0.70	\$ 2,067.80	\$ 0.70	\$ 2,067.80	\$ 0.70	\$ 2,067.80	\$ -	\$ -
105	SOLID WHITE 4" THERMOPLASTIC EDGE STRIPE (SINGLE)	3627	LF	\$ 0.30	\$ 1,088.10	\$ 0.30	\$ 1,088.10	\$ 0.30	\$ 1,088.10	\$ -	\$ -
106	SOLID WHITE 24" x 12' THERMOPLASTIC MARKER (STOP BAR)	2	EA	\$ 385.00	\$ 770.00	\$ 385.00	\$ 770.00	\$ 385.00	\$ 770.00	\$ -	\$ -
107	SOLID WHITE 6" THERMOPLASTIC CROSSWALK (LADDER) (130 LF)	1	EA	\$ 335.00	\$ 335.00	\$ 335.00	\$ 335.00	\$ 335.00	\$ 335.00	\$ -	\$ -
BAR K RANCH (C19)											
108	YELLOW TRAFFIC BUTTON REFLECTORS	39	EA	\$ 5.00	\$ 195.00	\$ 5.00	\$ 195.00	\$ 5.00	\$ 195.00	\$ -	\$ -
109	BLUE TRAFFIC BUTTON REFLECTORS	4	EA	\$ 15.00	\$ 60.00	\$ 15.00	\$ 60.00	\$ 15.00	\$ 60.00	\$ -	\$ -
110	SOLID YELLOW 4" THERMOPLASTIC STRIPE (DOUBLE)	1569	LF	\$ 0.70	\$ 1,098.30	\$ 0.70	\$ 1,098.30	\$ 0.70	\$ 1,098.30	\$ -	\$ -
111	SOLID WHITE 4" THERMOPLASTIC EDGE STRIPE (SINGLE)	3396	LF	\$ 0.30	\$ 1,018.80	\$ 0.30	\$ 1,018.80	\$ 0.30	\$ 1,018.80	\$ -	\$ -
AMERICAN (C20)											
112	YELLOW TRAFFIC BUTTON REFLECTORS	25	EA	\$ 5.00	\$ 125.00	\$ 5.00	\$ 125.00	\$ 5.00	\$ 125.00	\$ -	\$ -
113	BLUE TRAFFIC BUTTON REFLECTORS	2	EA	\$ 15.00	\$ 30.00	\$ 15.00	\$ 30.00	\$ 15.00	\$ 30.00	\$ -	\$ -
114	SOLID YELLOW 4" THERMOPLASTIC STRIPE (DOUBLE)	1007	LF	\$ 0.70	\$ 704.90	\$ 0.70	\$ 704.90	\$ 0.70	\$ 704.90	\$ -	\$ -
115	SOLID WHITE 4" THERMOPLASTIC EDGE STRIPE (SINGLE)	2014	LF	\$ 0.30	\$ 604.20	\$ 0.30	\$ 604.20	\$ 0.30	\$ 604.20	\$ -	\$ -
116	SOLID WHITE 24" x 12' THERMOPLASTIC MARKER (STOP BAR)	1	EA	\$ 385.00	\$ 385.00	\$ 385.00	\$ 385.00	\$ 385.00	\$ 385.00	\$ -	\$ -
RIDGEVIEW (C21)											
117	YELLOW TRAFFIC BUTTON REFLECTORS	52	EA	\$ 5.00	\$ 260.00	\$ 5.00	\$ 260.00	\$ 5.00	\$ 260.00	\$ -	\$ -
118	BLUE TRAFFIC BUTTON REFLECTORS	4	EA	\$ 15.00	\$ 60.00	\$ 15.00	\$ 60.00	\$ 15.00	\$ 60.00	\$ -	\$ -
119	SOLID YELLOW 4" THERMOPLASTIC STRIPE (DOUBLE)	2062	LF	\$ 0.70	\$ 1,443.40	\$ 0.70	\$ 1,443.40	\$ 0.70	\$ 1,443.40	\$ -	\$ -
120	SOLID WHITE 4" THERMOPLASTIC EDGE STRIPE (SINGLE)	4186	LF	\$ 0.30	\$ 1,255.80	\$ 0.30	\$ 1,255.80	\$ 0.30	\$ 1,255.80	\$ -	\$ -
121	SOLID WHITE 24" x 12' THERMOPLASTIC MARKER (STOP BAR)	1	EA	\$ 385.00	\$ 385.00	\$ 385.00	\$ 385.00	\$ 385.00	\$ 385.00	\$ -	\$ -
NORTON (C23)											
122	YELLOW TRAFFIC BUTTON REFLECTORS	43	EA	\$ 5.00	\$ 215.00	\$ 5.00	\$ 215.00	\$ 5.00	\$ 215.00	\$ -	\$ -
123	BLUE TRAFFIC BUTTON REFLECTORS	2	EA	\$ 15.00	\$ 30.00	\$ 15.00	\$ 30.00	\$ 15.00	\$ 30.00	\$ -	\$ -
124	SOLID YELLOW 4" THERMOPLASTIC STRIPE (DOUBLE)	1724	LF	\$ 0.70	\$ 1,206.80	\$ 0.70	\$ 1,206.80	\$ 0.70	\$ 1,206.80	\$ -	\$ -
125	SOLID WHITE 4" THERMOPLASTIC EDGE STRIPE (SINGLE)	3757	LF	\$ 0.30	\$ 1,127.10	\$ 0.30	\$ 1,127.10	\$ 0.30	\$ 1,127.10	\$ -	\$ -
126	SOLID WHITE 24" x 12' THERMOPLASTIC MARKER (STOP BAR)	1	EA	\$ 385.00	\$ 385.00	\$ 385.00	\$ 385.00	\$ 385.00	\$ 385.00	\$ -	\$ -
MT VERNON (C25)											
127	YELLOW TRAFFIC BUTTON REFLECTORS	30	EA	\$ 5.00	\$ 150.00	\$ 5.00	\$ 150.00	\$ 5.00	\$ 150.00	\$ -	\$ -
128	BLUE TRAFFIC BUTTON REFLECTORS	3	EA	\$ 15.00	\$ 45.00	\$ 15.00	\$ 45.00	\$ 15.00	\$ 45.00	\$ -	\$ -
129	SOLID YELLOW 4" THERMOPLASTIC STRIPE (DOUBLE)	1219	LF	\$ 0.70	\$ 853.30	\$ 0.70	\$ 853.30	\$ 0.70	\$ 853.30	\$ -	\$ -
130	SOLID WHITE 4" THERMOPLASTIC EDGE STRIPE (SINGLE)	2572	LF	\$ 0.30	\$ 771.60	\$ 0.30	\$ 771.60	\$ 0.30	\$ 771.60	\$ -	\$ -
131	SOLID WHITE 24" x 12' THERMOPLASTIC MARKER (STOP BAR)	1	EA	\$ 385.00	\$ 385.00	\$ 385.00	\$ 385.00	\$ 385.00	\$ 385.00	\$ -	\$ -
TURNBACK (C26)											
132	YELLOW TRAFFIC BUTTON REFLECTORS	42	EA	\$ 5.00	\$ 210.00	\$ 5.00	\$ 210.00	\$ 5.00	\$ 210.00	\$ -	\$ -
133	SOLID YELLOW 4" THERMOPLASTIC STRIPE (DOUBLE)	1690	LF	\$ 0.70	\$ 1,183.00	\$ 0.70	\$ 1,183.00	\$ 0.70	\$ 1,183.00	\$ -	\$ -
134	SOLID WHITE 4" THERMOPLASTIC EDGE STRIPE (SINGLE)	3358	LF	\$ 0.30	\$ 1,007.40	\$ 0.30	\$ 1,007.40	\$ 0.30	\$ 1,007.40	\$ -	\$ -
135	SOLID WHITE 24" x 12' THERMOPLASTIC MARKER (STOP BAR)	2	EA	\$ 385.00	\$ 770.00	\$ 385.00	\$ 770.00	\$ 385.00	\$ 770.00	\$ -	\$ -

CONSTRUCTION COST FOR: **LAGO VISTA 2021 STREET REHAB PH-2 OVERLAY**
The *Pay Item* reference indicates the controlling specification for each Pay Item. Pay Item references are from the specifications referenced in the *Standard Form of Agreement* , unless otherwise noted.

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

				BENNETT PAVING		LONE STAR PAVING		TX MATERIAL GROUP		ALPHA PAVING	
PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
OUTPOST TRACE (C27)											
136	YELLOW TRAFFIC BUTTON REFLECTORS	118	EA	\$ 5.00	\$ 590.00	\$ 5.00	\$ 590.00	\$ 5.00	\$ 590.00	\$ -	\$ -
137	BLUE TRAFFIC BUTTON REFLECTORS	7	EA	\$ 15.00	\$ 105.00	\$ 15.00	\$ 105.00	\$ 15.00	\$ 105.00	\$ -	\$ -
138	SOLID YELLOW 4" THERMOPLASTIC STRIPE (DOUBLE)	4738	LF	\$ 0.70	\$ 3,316.60	\$ 0.70	\$ 3,316.60	\$ 0.70	\$ 3,316.60	\$ -	\$ -
139	SOLID WHITE 4" THERMOPLASTIC EDGE STRIPE (SINGLE)	9643	LF	\$ 0.30	\$ 2,892.90	\$ 0.30	\$ 2,892.90	\$ 0.30	\$ 2,892.90	\$ -	\$ -
140	SOLID WHITE 24" x 12' THERMOPLASTIC MARKER (STOP BAR)	3	EA	\$ 385.00	\$ 1,155.00	\$ 385.00	\$ 1,155.00	\$ 385.00	\$ 1,155.00	\$ -	\$ -
CONSTITUTION (C28)											
141	YELLOW TRAFFIC BUTTON REFLECTORS	136	EA	\$ 5.00	\$ 680.00	\$ 5.00	\$ 680.00	\$ 5.00	\$ 680.00	\$ -	\$ -
142	BLUE TRAFFIC BUTTON REFLECTORS	8	EA	\$ 15.00	\$ 120.00	\$ 15.00	\$ 120.00	\$ 15.00	\$ 120.00	\$ -	\$ -
143	SOLID YELLOW 4" THERMOPLASTIC STRIPE (DOUBLE)	5452	LF	\$ 0.70	\$ 3,816.40	\$ 0.70	\$ 3,816.40	\$ 0.70	\$ 3,816.40	\$ -	\$ -
144	SOLID WHITE 4" THERMOPLASTIC EDGE STRIPE (SINGLE)	11502	LF	\$ 0.30	\$ 3,450.60	\$ 0.30	\$ 3,450.60	\$ 0.30	\$ 3,450.60	\$ -	\$ -
145	SOLID WHITE 24" x 12' THERMOPLASTIC MARKER (STOP BAR)	1	EA	\$ 385.00	\$ 385.00	\$ 385.00	\$ 385.00	\$ 385.00	\$ 385.00	\$ -	\$ -
HIGH DR (C29)											
146	YELLOW TRAFFIC BUTTON REFLECTORS	150	EA	\$ 5.00	\$ 750.00	\$ 5.00	\$ 750.00	\$ 5.00	\$ 750.00	\$ -	\$ -
147	BLUE TRAFFIC BUTTON REFLECTORS	6	EA	\$ 15.00	\$ 90.00	\$ 15.00	\$ 90.00	\$ 15.00	\$ 90.00	\$ -	\$ -
148	SOLID YELLOW 4" THERMOPLASTIC STRIPE (DOUBLE)	5956	LF	\$ 0.70	\$ 4,169.20	\$ 0.70	\$ 4,169.20	\$ 0.70	\$ 4,169.20	\$ -	\$ -
149	SOLID WHITE 4" THERMOPLASTIC EDGE STRIPE (SINGLE)	12288	LF	\$ 0.30	\$ 3,686.40	\$ 0.30	\$ 3,686.40	\$ 0.30	\$ 3,686.40	\$ -	\$ -
150	SOLID WHITE 24" x 12' THERMOPLASTIC MARKER (STOP BAR)	1	EA	\$ 385.00	\$ 385.00	\$ 385.00	\$ 385.00	\$ 385.00	\$ 385.00	\$ -	\$ -
OUTPOST TRACE (C30)											
151	YELLOW TRAFFIC BUTTON REFLECTORS	124	EA	\$ 5.00	\$ 620.00	\$ 5.00	\$ 620.00	\$ 5.00	\$ 620.00	\$ -	\$ -
152	BLUE TRAFFIC BUTTON REFLECTORS	5	EA	\$ 15.00	\$ 75.00	\$ 15.00	\$ 75.00	\$ 15.00	\$ 75.00	\$ -	\$ -
153	SOLID YELLOW 4" THERMOPLASTIC STRIPE (DOUBLE)	4975	LF	\$ 0.70	\$ 3,482.50	\$ 0.70	\$ 3,482.50	\$ 0.70	\$ 3,482.50	\$ -	\$ -
154	SOLID WHITE 4" THERMOPLASTIC EDGE STRIPE (SINGLE)	10167	LF	\$ 0.30	\$ 3,050.10	\$ 0.30	\$ 3,050.10	\$ 0.30	\$ 3,050.10	\$ -	\$ -
155	SOLID WHITE 6" THERMOPLASTIC CROSSWALK (LADDER) (130 LF)	1	EA	\$ 335.00	\$ 335.00	\$ 335.00	\$ 335.00	\$ 335.00	\$ 335.00	\$ -	\$ -
NORTHLAND (C31)											
156	YELLOW TRAFFIC BUTTON REFLECTORS	102	EA	\$ 5.00	\$ 510.00	\$ 5.00	\$ 510.00	\$ 5.00	\$ 510.00	\$ -	\$ -
157	BLUE TRAFFIC BUTTON REFLECTORS	5	EA	\$ 15.00	\$ 75.00	\$ 15.00	\$ 75.00	\$ 15.00	\$ 75.00	\$ -	\$ -
158	SOLID YELLOW 4" THERMOPLASTIC STRIPE (DOUBLE)	4062	LF	\$ 0.70	\$ 2,843.40	\$ 0.70	\$ 2,843.40	\$ 0.70	\$ 2,843.40	\$ -	\$ -
159	SOLID WHITE 4" THERMOPLASTIC EDGE STRIPE (SINGLE)	8202	LF	\$ 0.30	\$ 2,460.60	\$ 0.30	\$ 2,460.60	\$ 0.30	\$ 2,460.60	\$ -	\$ -
160	SOLID WHITE 24" x 12' THERMOPLASTIC MARKER (STOP BAR)	1	EA	\$ 385.00	\$ 385.00	\$ 385.00	\$ 385.00	\$ 385.00	\$ 385.00	\$ -	\$ -
TOTAL BASE BID (TOTAL OF ITEMS IN THE COLUMNS ABOVE)				\$	1,775,027.05	\$	1,763,862.10	\$	2,644,462.40	\$	-

CONSTRUCTION COST FOR: LAGO VISTA 2021 STREET REHAB PH-2 OVERLAY The <i>Pay Item</i> reference indicates the controlling specification for each Pay Item. Pay Item references are from the specifications referenced in the <i>Standard Form of Agreement</i> , unless otherwise noted.				Contractor responsible for the validity, format, and formulas in file. PDF documents are official		BENNETT PAVING		LONE STAR PAVING		TX MATERIAL GROUP		ALPHA PAVING	
PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE

ADDED BID ALTERNATE NO. 1

GENERAL CONDITION & PAVING													
161	MOBILIZATION, BONDS & INSURANCE	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 775.00	\$ 775.00	\$ 20,259.89	\$ 20,259.89	\$ -	\$ -		
162	REMOVE & DISPOSE OF TRAFFIC BUTTONS	1	LS	\$ 5.00	\$ 5.00	\$ 140.00	\$ 140.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -		
163	TRAFFIC CONTROL	1	LS	\$ 500.00	\$ 500.00	\$ 3,960.00	\$ 3,960.00	\$ 16,095.22	\$ 16,095.22	\$ -	\$ -		
HENRY (C32)													
164	PAVEMENT 1.5" HMAC TYPE "D"	6,702	SY	\$ 8.50	\$ 56,967.00	\$ 8.85	\$ 59,312.70	\$ 8.85	\$ 59,312.70	\$ -	\$ -		
165	TIE-IN TO EXSITING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	370	LF	\$ 1.75	\$ 647.50	\$ 2.65	\$ 980.50	\$ 10.64	\$ 3,936.80	\$ -	\$ -		
PAINE (C33)													
166	PAVEMENT 1.5" HMAC TYPE "D"	2,507	SY	\$ 8.50	\$ 21,309.50	\$ 8.85	\$ 22,186.95	\$ 9.26	\$ 23,214.82	\$ -	\$ -		
167	TIE-IN TO EXSITING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	170	LF	\$ 1.75	\$ 297.50	\$ 2.65	\$ 450.50	\$ 10.66	\$ 1,812.20	\$ -	\$ -		
SUNSET STRIP (C34)													
168	PAVEMENT 1.5" HMAC TYPE "D"	2,234	SY	\$ 8.50	\$ 18,989.00	\$ 8.85	\$ 19,770.90	\$ 9.48	\$ 21,178.32	\$ -	\$ -		
169	TIE-IN TO EXSITING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	160	LF	\$ 1.75	\$ 280.00	\$ 2.65	\$ 424.00	\$ 10.64	\$ 1,702.40	\$ -	\$ -		
CHEYENNE (C35)													
170	PAVEMENT 1.5" HMAC TYPE "D"	925	SY	\$ 8.50	\$ 7,862.50	\$ 8.85	\$ 8,186.25	\$ 11.64	\$ 10,767.00	\$ -	\$ -		
171	TIE-IN TO EXSITING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	75	LF	\$ 1.75	\$ 131.25	\$ 2.65	\$ 198.75	\$ 10.69	\$ 801.75	\$ -	\$ -		
PASEO DE VACA (C36)													
172	PAVEMENT 1.5" HMAC TYPE "D"	9,637	SY	\$ 8.50	\$ 81,914.50	\$ 8.85	\$ 85,287.45	\$ 8.72	\$ 84,034.64	\$ -	\$ -		
173	TIE-IN TO EXSITING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	750	LF	\$ 1.75	\$ 1,312.50	\$ 2.65	\$ 1,987.50	\$ 10.65	\$ 7,987.50	\$ -	\$ -		
174	12" HMAC COMPACTED TAPERED EDGE	5,514	LF	\$ 1.00	\$ 5,514.00	\$ 0.75	\$ 4,135.50	\$ 11.73	\$ 64,679.22	\$ -	\$ -		
PAVEMENT MARKINGS													
PASEO DE VACA (C36)													
175	YELLOW TRAFFIC BUTTON REFLECTORS	68	EA	\$ 5.00	\$ 340.00	\$ 5.00	\$ 340.00	\$ 5.00	\$ 340.00	\$ -	\$ -		
176	BLUE TRAFFIC BUTTON REFLECTORS	5	EA	\$ 15.00	\$ 75.00	\$ 15.00	\$ 75.00	\$ 15.00	\$ 75.00	\$ -	\$ -		
177	SOLID YELLOW 4" THERMOPLASTIC STRIPE (DOUBLE)	2,708	LF	\$ 0.70	\$ 1,895.60	\$ 0.70	\$ 1,895.60	\$ 0.70	\$ 1,895.60	\$ -	\$ -		
178	SOLID WHITE 4" THERMOPLASTIC EDGE STRIPE (SINGLE)	5,514	LF	\$ 0.30	\$ 1,654.20	\$ 0.30	\$ 1,654.20	\$ 0.30	\$ 1,654.20	\$ -	\$ -		
179	SOLID WHITE 24" x 12' THERMOPLASTIC MARKER (STOP BAR)	2	EA	\$ 385.00	\$ 770.00	\$ 385.00	\$ 770.00	\$ 385.00	\$ 770.00	\$ -	\$ -		
TOTAL BID ALT. NO. 1				\$	210,465.05	\$	212,530.80	\$	325,517.26	\$	-		

TOTAL BASE BID INCLUDING ADDITIONAL BID ITEMS (TOTAL OF ITEMS IN THE COLUMNS ABOVE)	\$ 1,985,492.10	\$ 1,976,392.90	\$ 2,969,979.66	\$ -
The total bid shall be entered in the space provided above, and shall also be entered in the space provided in the Bid Summary Sheet. All construction shall be completed per the City of Lago Vista's Technical Construction Standard Manual. Contractor will be required to provide insurance certificate and performance bonds per the specs.	Payment for all Items shall be base on Plans Quantity , as described in <i>Measurement and Payment</i> , unless otherwise noted.			



AGENDA ITEM

City of Lago Vista

To: Mayor & City Council

Council Meeting: 9/16/2021

From: Eric Belaj, PE, CFM

Subject: Discussion and possible action on selecting Survey Consultant for the City of Lago Vista, and authorize City Manager to negotiate and execute a contract, price, and scope of work.

Request: Make Selection

Legal Document: Contract

Legal Review:



EXECUTIVE SUMMARY:

On July 1st of this year the City issued a Request for Qualifications (RFQ) to select an surveying firm to provide surveying, platting, and other miscellaneous surveying services for the City. Four (4) statements of qualifications were received by August 10-th. The RFQ was advertised and reviewed according to Texas Local Code 2254 and 2269. In the last year(s) the City has spend significant money towards surveying services. It is possible that moving forward this pattern will continues, and as such it is appropriate to select a surveyor based on qualifications first, and then negotiate a contract thereafter for any individual project(s). Last year the city selected a Geotechnical Engineering, as well as a Utility Engineering firm on qualifications based selection.

The Statement of Qualifications (SOQs) were received by July 20, 2021; Staff reviewed their submittal and determined that Landesign Services, Inc. (LSI) is the most qualified for the City's asks. The recommended firm has performed similar work for other similar projects in our City and surrounding area.

The SOQs were received from Halff, Cobb Fendley, and Sherwood Surveying.

The City, as part of the many ongoing CIP projects, and other miscellaneous projects needs surveying services. Typically these services require the oversight of a Texas Registered Land Surveyor, and as such they are selected first based on the qualifications, then a price is agreed upon. If any pf the pricing will exceed the state limit, that survey will be presented before council for approval.

If selected, the City will sign a contract, and issue task orders to the consultant for individual projects after agreeing on a task order scope & cost. Typically such contracts last for a period of two to three years, and can be amended for additional years.

Council has the option to select staff recommended consultant, select another consultant from the list, or reissue the RFQ. See attached sample of the SOQ.

Impact if Approved:

The City will start the process of establishing a scope of work, and processing a contract.

Impact if Denied:

The City will not start the process, and will look for Council direction procurement of such services.

Is Funding Required? ☐ Yes ☒ No If Yes, Is it Budgeted? ☐ Yes ☒ No ☐ N/A

Indicate Funding Source:

Funding will be budgeted for each CIP project. Staff will come to council for budget amendment if there are funding gaps.

Suggested Motion/Recommendation/Action

Motion to - -

Motion to - -

Motion to - -

Known as:

Motion to select LSI to provide the City with Surveying Services and authorize City Manager to negotiate and execute a contract, price, and scope of work.

Agenda Item Approved by City Manager

STATEMENT OF QUALIFICATIONS

CITY OF LAGO VISTA REQUEST FOR QUALIFICATIONS FOR SURVEYING SERVICES

SUBMITTED BY:



Travis S. Tabor, RPLS
Vice President
T.Tabor@LSISurvey.com
512-238-7901

TO:

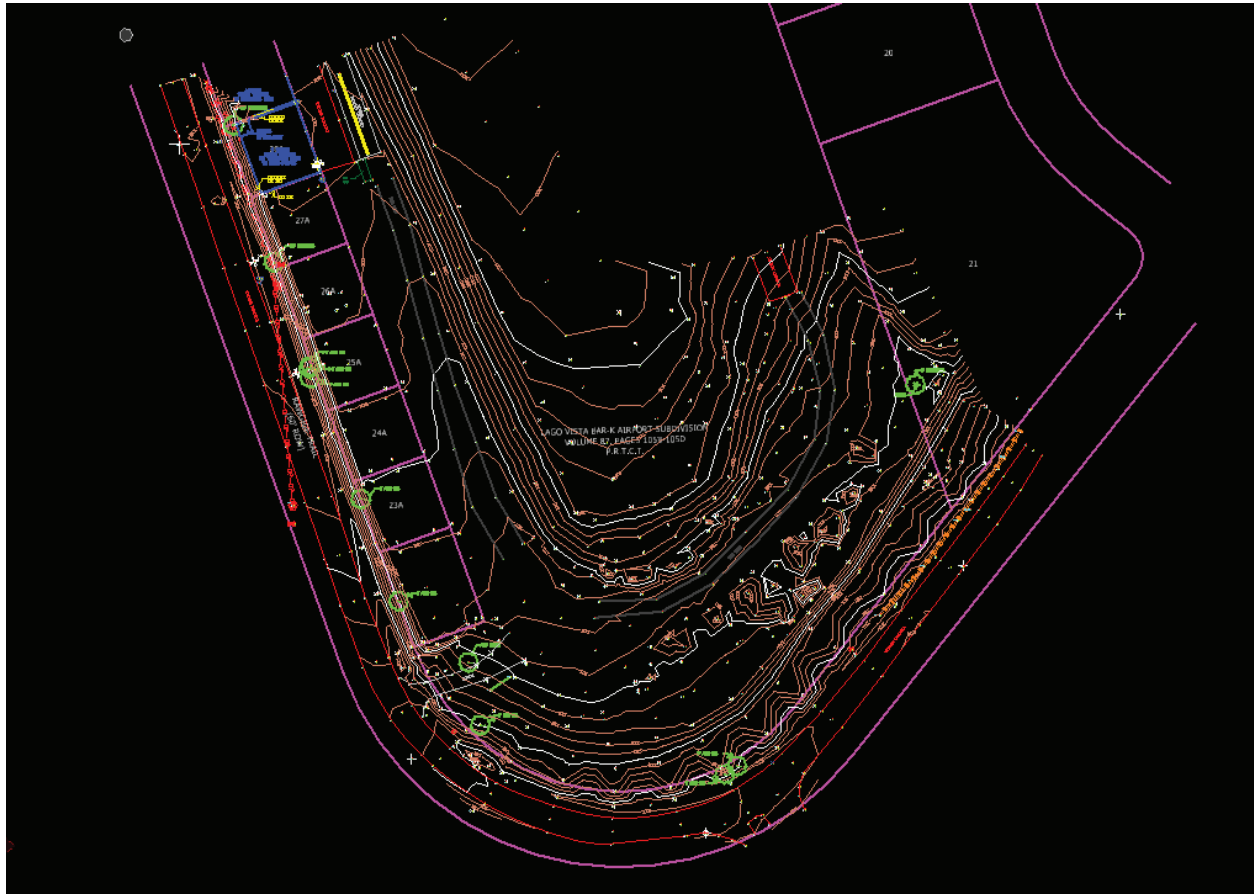


City of Lago Vista
Attn: Eric Belaj, PE, CFM
City Engineer/DPW
5803 Thunderbird Street
Lago Vista, Texas 78645

July 20, 2021

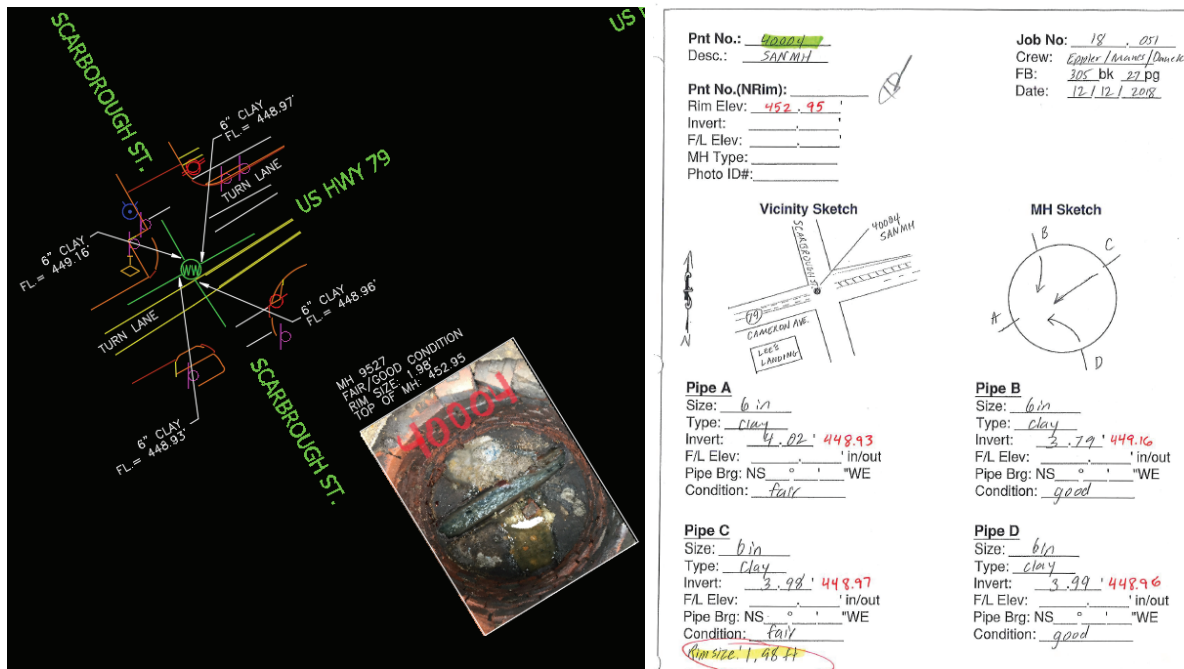
3.) Project Name: Lago Vista - Rusty Allen Airport**Project Location:** 9201 Bar K Ranch Road, Lago Vista, TX 78645**Month/Year Completed:** January, 2021**Survey Cost:** \$8,900**Project Manager:** Travis S. Tabor, RPLS**References:** Eric Belaj, PE, CFM – 512-599-4179 – EBelaj@Lago-Vista.org**Software Programs Used:** Bentley MicroStation, GEOPAK, Trimble Business Center

Project Description: LSI prepared a Boundary and Engineering Design Survey of a portion of the Lago Vista Airport. LSI researched the subject and surrounding properties to make preliminary boundary determinations and identify potential boundary conflicts. LSI then located sufficient boundary corners and made a final boundary determination for the subject tract. LSI also located all improvements to the site, located hardwood trees 4-inch in diameter and larger, set site benchmarks and provided a digital terrain model depicting 1' contours.



- 10.) **Project Name:** Rockdale Manholes
Project Location: Rockdale, Milam County, TX
Month/Year Completed: March, 2019
Survey Cost: \$10,000
Project Manager: Travis S. Tabor, RPLS
References: Clay Livingston, PE, PMP – 512-342-6868 – CLivingston@ksaeng.com
Software Programs Used: AutoCAD Civil3D, Trimble Business Center

Project Description: LSI provided Engineering Design, Construction Staking, Survey Coordination and Manhole Detail Survey for a manhole replacement project located in Rockdale, Texas. LSI used GPS survey tools and Geographic Information System software to prepare a manhole inventory and condition survey. Each manhole was located, photographed, and measured for critical information, such as rim size, pipe sizes and direction, condition etc.



THE STATE OF TEXAS §
COUNTY OF TRAVIS §

CITY OF LAGO VISTA
SURVEYORING SERVICES CONTRACT

THIS CONTRACT is made and entered into this _____ day of September, 2021, by and between the City of Lago Vista, Travis County, Texas, a home rule municipality, ("City"), and _____, ("Surveyor", or "Surveyor"), whose address is _____

W I T N E S S E T H:

That in consideration of the terms and conditions contained herein the parties do mutually agree as follows:

I.
Surveyor and Services

Surveyor shall perform all services under this Contract to the prevailing Surveying professional standards consistent with the level of care and skill ordinarily exercised by members of the Surveying profession, both public and private, currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt, timely action. If Surveyor is representing that he/she has special expertise in one or more areas to be utilized in this Contract, then Surveyor agrees to perform those special expertise services to the appropriate local, regional or national professional Surveying standards. Surveyor shall provide the services related to the **Geotechnical Surveying & Inspection** ("Base Services") as generally described in the attached Exhibit A, which is incorporated herein for all purposes. Additional Services as defined below may also be required and such Base and Additional Services may be collectively referred to as the "Project".

If Surveyor determines that services outside the scope of Exhibit A ("Additional Services") are required or recommended, or that Surveyor is being asked by City to perform services not covered by Exhibit A or by previously approved amendments to this Contract, Surveyor shall notify City that such services are Additional Services, the cost associated with their performance and shall receive approval to perform such Additional Services prior to undertaking them. Any provision in this Contract to the contrary notwithstanding, City shall not be liable to Surveyor for the payment of any Additional Services, unless the City and Surveyor have entered into a written amendment to this Contract which identifies the services to be performed as Additional Services, and states the cost, or a not-to-exceed amount, for such services prior to the commencement of such Additional Services. Additional Services shall be calculated at the professional rates listed in Exhibit B.

Surveyor shall not commence work on this project until given written permission by the City via a Notice to Proceed (NTP). The City shall not be obligated to compensate Surveyor for any work done prior to the issuance of the NTP.

II.

Compensation to Surveyor

COMPENSATION: City agrees to pay Surveyor for all services outlined in Section I and as described in Exhibit A. Such services undertaken by Surveyor shall be provided in accordance with the fees set forth in Exhibit A, not to exceed \$190,000, attached hereto. Base Services performed by Surveyor shall not exceed the lump sum fees described above and in Exhibit A. Additional Services will be performed by Surveyor according to the hourly rates listed in Exhibit B. Unless amended for scope, price, or timeline, this contract will be valid for three (3) years from the date of execution.

Payments to Surveyor will be made by City from invoices submitted by the Surveyor and shall be based on the percentage of the work performed by Surveyor on the Project as of the date of the invoice. Invoices shall itemize the services performed between Base Services, Additional Services and expenses, as applicable. Invoices shall not be submitted more frequently than one time per month. Invoices are due and payable thirty (30) days after receipt by the City.

III.

Timely Completion of Surveying Services.

The Surveyor shall make all reasonable efforts to complete assigned Surveying duties and tasks in a timely manner. For all services related to the Project, and on at least a Weekly Basis, the Surveyor shall provide a Schedule of the tasks that have been completed and the percentage of the Project that is remaining, and any obstacles that may cause a delay in completing Surveying services related to the Project.

IV.

Surveyor's Coordination with Owner

Surveyor shall be available for conferences with City so that the Project can be designed and managed with the full benefit of City's experience and knowledge of existing needs and facilities and be consistent with current policies and construction standards.

City shall make available to Surveyor all existing plans, maps, field notes, and other data in its possession relative to the Project; including geotechnical exploration reports. If additional geotechnical exploration is needed the City will provide right of entry to the project site for field work performed by the geotechnical sub-consultant and will coordinate with sub-consultant to locate underground utilities in the vicinity of proposed boring locations.

Surveyor may show justification to City for changes in design from City standards due to the judgment of said Surveyor of a cost savings to City and/or due to the surrounding topographic and geological conditions. City shall make the final decision as to any changes after appropriate request by Surveyor.

Surveyor shall accompany City representatives on Project observation visits during construction of Project at appropriate frequencies to ensure the Project is progressing based on

Surveyor's plans and specifications. City may require more frequent construction observation visits as construction problems arise as a result of Project design.

The City will assign a project identification number (PID) to this project. The PID shall be referenced on all correspondence and invoices pertaining to this project. This number shall also be indicated on the cover page and each subsequent page of the drawings. The City will assign a PID and notify the Surveyor in conjunction with the NTP.

In conjunction with the bid process for construction of the Project the City shall receive and review bid documents from the Surveyor, advertise for bids for the work, attend pre-bid conferences, attend bid opening, and award contract as required by state law. Surveyors agrees to perform the duties relative to contract and construction documents in accordance with Exhibit "A".

The Surveyor shall be a representative of the City during the Construction Phase, and shall advise and consult with the City. Instructions to the Contractor shall be forwarded through the Surveyor. The Surveyor shall have authority to act on behalf of the City only to the extent provided in this Agreement. On the basis of on-site observations The Surveyor shall keep the City informed of the progress and quality of the Work, promptly notify the City of problems or potential problems, and shall endeavor to guard the City against defects and deficiencies in the Work of the Contractor. The City shall arrange meetings with the Surveyor as needed, and provide all pertinent available data as requested including any available historical information related to City's water utility. Surveyor and City shall meet at City offices to review design deliverables. The City shall provide timely review of design documents and provide Surveyor with review comments. During the construction phase, the City shall attend pre-construction conferences, construction progress meetings, walk-through inspections of the Work, provide clarifications regarding existing features and work as necessary, operate existing utilities as required to assist Contractor's work, process applications for payment and change orders as needed, provide construction materials testing for the Work and provide on-site inspection of the construction work.

The Surveyor shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the City or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the City and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents. Interpretations and decisions of the Surveyor shall be in written or graphic form.

The Surveyor shall promptly notify the City in writing of Work that does not conform to the Contract Documents, and recommend rejection or other appropriate action. If in the Surveyor's opinion, special inspection or testing of the Work is advisable or necessary, the Surveyor shall recommend that the City require such inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work has been fabricated, installed, or completed.

The Surveyor shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Surveyor shall make City aware of all substantive deviations. The Surveyor's action

shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the City or of separate contractors, while allowing sufficient time in the Surveyor's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Surveyor's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Surveyor, of construction means, methods, techniques, sequences or procedures. The Surveyor's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Surveyor shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents, unless the Surveyor has actual knowledge to the contrary.

The issuance of an Application for Payment, signed by the Surveyor, shall constitute a representation by the Surveyor to the City that the Work has progressed to the point indicated; that, to the best of the Surveyor's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents and that the Contractor is entitled to payment in the amount certified. However, such issuance shall not be a representation that the Surveyor has 1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; 2) reviewed construction means, methods, techniques, sequences or procedures; or 3) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Amount.

The Surveyor shall prepare Change Orders for the City's approval and execution in accordance with the Contract Documents, and shall have authority to order minor changes in the Work which are consistent with the intent of the Contract Documents, but do not involve an adjustment to the Contract Amount or an extension of the Contract Time.

Upon receipt of notification by the Contractor that the Work has been substantially completed, the City, Contractor, and Surveyor and its sub-consultants shall conduct an on-site review and prepare a list of corrections needed to render the Project substantially completed.

V.

Contract Termination Provision

This Contract may be terminated at any time by City for any cause without penalty or liability except as may otherwise be specified herein. Upon receipt of written notice by City, Surveyor shall immediately discontinue all services and Surveyor shall immediately terminate placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this Contract. As soon as practicable after receipt of notice of termination, Surveyor shall submit a statement showing in detail the services performed but not paid for under

this Contract to the date of termination. City shall then pay Surveyor promptly the accrued and unpaid services to the date of termination, to the extent the services are approved by City.

This contract may be terminated by Surveyor with mutual consent of City at any time for any cause without penalty or liability except as may otherwise be specified herein. Surveyor shall submit written notice to terminate contract and shall submit to City all plans and documents relative to the design of Project. City shall then ascertain cost to complete the balance of the work under this Contract. If the cost to complete the balance of the work is greater than the unpaid contract amount, City shall retain all unpaid balances and, in addition, Surveyor shall pay directly to City the difference in the unpaid balance and the cost to complete the work. In no case shall City pay Surveyor any additional monies other than those previously paid under the Contract.

VI.

Ownership of Documents

All drawings and specifications prepared or assembled by Surveyor under this Contract shall become the sole property of City and Surveyor, and shall be delivered to City, without restriction on future use. Drawings and specifications shall be submitted to City in both hard copy and electronic formats. Surveyor shall retain in his files all original drawings, specifications and all other pertinent information for the work. Surveyor shall have no liability for changes made to the drawings, specifications, and other documents by other Surveyors subsequent to the completion of the contract. City shall require that any such change be sealed, dated, and signed by the Surveyor making that change and shall be appropriately marked to reflect what was changed or modified.

VII.

Insurance

The Surveyor shall procure, pay for, and maintain during the term of this Contract, with a company authorized to provide insurance in the State of Texas and otherwise acceptable to the City, the minimum insurance coverage contained in Exhibit C, attached hereto and made a part of this Contract.

VIII.

Monies Withheld

When City has reasonable grounds for believing that:

- A. Surveyor will be unable to perform this Contract fully and satisfactorily within the time fixed for performance; or
- B. A claim exists or will exist against Surveyor or City arising out of the negligence of the Surveyor or the Surveyor's breach of any provision of this Contract; then

City may withhold payment of any amount otherwise due and payable to Surveyor under this Contract. Any amount so withheld may be retained by City for that period of time as it may deem

advisable to protect City against any loss and may, after written notice to Surveyor, be applied in satisfaction of any claim described herein. This provision is intended solely for the benefit of City, and no other person or entity shall have any right or claim against City by reason of City's failure or refusal to withhold monies. No interest shall be payable by City on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of City.

IX.

No Damages for Delays

Notwithstanding any other provision of this Contract, Surveyor shall not be entitled to claim or receive any additional compensation as a result of or arising out of any delay, hindrance, disruption, force majeure, impact or interference, foreseen or unforeseen.

X.

Right to Inspect Records

Surveyor agrees that City shall have access to and the right to examine directly any pertinent books, documents, papers and records of Surveyor involving transactions relating to this Contract. Surveyor agrees that City shall have access during normal working hours to all necessary Surveyor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Surveyor reasonable advance notice of intended audits.

Surveyor further agrees to include in subcontract(s), if any, a provision that any subcontractor or consultant agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of such consultant or subcontractor involving transactions to the subcontract, and further, that City shall have access during normal working hours to all consultant or subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this paragraph. City shall give the consultant or subcontractor reasonable advance notice of intended audits.

XI.

No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (City and Surveyor) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with City or Surveyor or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Surveyor.

XII.

Successors and Assigns

City and Surveyor each bind itself and their respective successors, executors, administrators and assigns to the other party of this Contract and to the successor, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither City nor Surveyor shall assign or transfer its interest herein without the prior written consent of the other.

XIII. Surveyor's Liability

Acceptance of the final plans by City shall not constitute nor be deemed a release of the responsibility and liability of Surveyor, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the designs, working drawings, specifications, or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by City for any defect in the designs, working drawings, specifications, or other documents prepared by said Surveyor, its employees, subcontractor, agents and consultants.

With regard to Surveying services related to the construction phase of the Project, the Surveyor shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for construction. The Surveyor shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Surveyor shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work. However, nothing in this subsection is intended to relieve Surveyor of liability for delays occasioned by Surveyor, its employees or sub-consultants or errors or deficiencies in the Work or services provided by The Surveyor under this Agreement. The Surveyor's notification to the City regarding Contractors' corrections of any deficiencies related to the Work shall not be construed as an implied or express warranty or representation by the Surveyor, that the deficiencies have been corrected or that there are no other deficiencies on the Project.

XIV. Indemnification

To the fullest extent permitted by law, Surveyor shall and does hereby agree to indemnify and hold harmless the City, its officers, agents, and employees from any and all damages, loss or liability of any kind, whatsoever, by reason of death or injury to property or third persons to the extent caused by the negligent omission or negligent act of Surveyor, its officers, agents, employees, invitees or other persons for whom it is legally liable, with regard to the performance of this Contract, and Surveyor shall, at its cost and expense, defend, pay on behalf of, and protect the City and its officers, agents, and employees against any and all such claims and demands.

XV.
Severability

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XVI.
Conflict of Interest

A. Chapter 176 of the Local Government Code requires businesses conducting business activity with the City to file a “Conflict Disclosure Statement,” and the Surveyor shall complete such Statement and it shall be on file with the City, with the Statement to be updated as necessary.

B. The Surveyor, when performing all services under this Contract, shall devote itself to the Surveying duties and services required by the City. A “conflict of interest” condition exists when another Client of the Surveyor proposes that the Surveyor engage in Surveying services for a project or development that is under the auspices and authority of the City and such development will connect to or prosper from the Project that is the subject of this Contract. The Surveyor shall refrain from those situations that create an actual conflict of interest or the appearance of same. However, if such a situation is unavoidable, then Surveyor shall withdraw from this Contract so that City can identify and utilized another Surveyor without delay or hindrance.

XVII.
Gift to a Public Servant

The City may immediately terminate this Contract if the Surveyor offers or agrees to confer any benefit on a City employee or official that the City employee or official is prohibited by law from accepting. “Benefit” means anything reasonably regarded as pecuniary gain or pecuniary advantage; “Benefit” does not mean purchase, by the Surveyor, of a meal (breakfast, lunch, or dinner) for employee or official in the course of regular business activity. Notwithstanding any other legal remedies, City may require Surveyor to remove any employee of Surveyor from the Project who has violated the restrictions of this section or any similar State or Federal Law, and obtain reimbursement for any expenditures made as a result of the improper offer, contract to confer, or conferring of a benefit to a City employee or official.

XVIII.
Governing Law and Legal Construction

A. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

B. In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

XIX.

Independent Contractor

Surveyor covenants and agrees that he/she is an independent contractor, and not an officer, agent, servant or employee of City; that Surveyor shall have exclusive control of and exclusive right to control the details of the work performed hereunder, and all persons performing same, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Surveyor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Surveyor.

XX.

Disclosure

By signing this Contract, Surveyor acknowledges to City that he/she has made a full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed Project and business relationships with abutting property owners. Surveyor further agrees that he shall make disclosure in writing of any conflicts of interests which develop subsequent to the signing of this Contract and prior to final payment under the contract.

XXI.

Venue

The parties to this Contract agree and covenant that this Contract shall be enforceable in Lago Vista, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue shall lie in Travis County, Texas.

XXII.

Entire Contract

This Contract embodies the complete Contract of the parties hereto, superseding all oral or written previous and contemporary Contracts between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written contract of the parties.

XXIII.
Applicable Law

This Contract is entered into subject to the Charter and ordinances of City, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. Situs of this Contract is agreed to be Travis County, Texas, for all purposes, including performance and execution.

XXIV.
Default

If at any time during the term of this Contract, Surveyor shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely, and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this Contract, then City shall have the right, if Surveyor does not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the services of other parties therefor. Any such act by City shall not be deemed a waiver of any other right or remedy of City. If after exercising any such remedy, the cost to City of the performance of the balance of the work, as defined in Exhibit A, is in excess of that part of the Contract sum which has not therefore been paid to Surveyor hereunder, Surveyor shall be liable for and shall reimburse City for such excess.

XXV.
Headings

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XXVI.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by City in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXVII.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but, each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived

without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXVIII.

Equal Employment Opportunity

Surveyor shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. Surveyor shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include, but not be limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

XXIX.

Construction of Contract

Both parties have participated fully in the review and revision of this Contract. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Contract.

XXX.

Notices

All notices, communications, and reports required or permitted under this Contract shall be personally delivered or mailed to the respective parties by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either party is otherwise notified in writing by the other party, at the following addresses. Mailed notices shall be deemed communicated as of five (5) days after mailing regular mail.

If intended for City, to:

City of Lago Vista
City Manager
5803 Thunderbird St.
Lago Vista, Texas 78645

If intended for Surveyor, to:

XXXI.

Warranty

To the extent allowed by law, Surveyor warrants that all work will be performed to the professional services standard indicated in Section I. of this Contract.

XXXII.

Attorney Fees

In the event any party to this Contract should bring suit against the other party with respect to any matters provided for in this Contract, the prevailing party shall be entitled to recover from such other party its costs of court, legal expenses and reasonable attorneys' fees in connection with such suit.

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IN WITNESS WHEREOF, the parties enter into this Contract on the date first written above.

WITNESS:

LANDESIGN SERVICES, INC.

BY: _____

Printed or Typed Name

Printed or Typed Title

Tax Identification No.

ATTEST:

CITY OF LAGO VISTA, TEXAS:

, City Secretary

BY: _____

Printed or Typed Name

Printed or Typed Title

THE STATE OF TEXAS §

Surveyor Acknowledgment

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act of _____, a corporation of _____ County, Texas, and as _____ thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20____.

(SEAL)

Notary Public in and for the State of Texas

Notary's Printed Name

My Commission Expires: _____

THE STATE OF TEXAS §

Municipal Acknowledgment

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act of the City of Lago Vista, Texas, a Texas municipal corporation, and as the _____ thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20____.

(SEAL)

Notary Public in and for the State of Texas

Notary's Printed Name

My Commission Expires: _____



AGENDA ITEM
City of Lago Vista

To: Mayor & City Council

Council Meeting: September 16, 2021

From: Tracie Hlavinka, City Manager

Subject: Discussion, consideration, and possible action regarding Resolution No. 21-1898; A Resolution by the City Council of the City of Lago Vista, Texas adopting an official newspaper for the City of Lago Vista.

Request: Business Item

Legal Document: Resolution

Legal Review:



EXECUTIVE SUMMARY:

Texas Government Code Section 52.013(b) requires publication of ordinances in the municipality's official newspaper if the City's Charter does not provide another method for such publication.

The publisher of the Hill Country News has provided confirmation that the paper meets the criteria to be the official newspaper for the City of Lago Vista.

Impact if Approved:

N/A

Impact if Denied:

N/A

Is Funding Required? ☐ Yes ☒ No If Yes, Is it Budgeted? ☐ Yes ☐ No ☐ N/A

Indicate Funding Source:

Suggested Motion/Recommendation/Action

Motion to - -

Motion to - -

Motion to - -

Known as:

Agenda Item Approved by City Manager

CITY OF LAGO VISTA, TEXAS

RESOLUTION No. 21-1898

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS
ADOPTING AN OFFICIAL NEWSPAPER FOR THE CITY OF LAGO VISTA**

WHEREAS, on March 3, 2005, the City Council of the City of Lago Vista designated the North Lake Travis Log as the official newspaper of the City of Lago Vista, Texas; and

WHEREAS, the North Lake Travis Log is no longer in operation; and

WHEREAS, Texas Government Code Section 52.013(b) requires publication of ordinances in the municipality's official newspaper if the City's Charter does not provide another method for such publication.

WHEREAS, the Texas Government Code Section 2051.044(a) provides that a newspaper used to convey official notices must as a general matter:

- (1) devote not less than 25 percent of its total column lineage to general interest items;
- (2) be published at least once each week;
- (3) be entered as second-class postal matter in the county where published; and
- (4) have been published regularly and continuously for at least 12 months before the governmental entity or representative publishes notice.

WHEREAS, the publisher of the Hill Country News has provided confirmation that the paper meets these criteria.

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

THAT, the facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct.

THAT, the City Council of the City of Lago Vista, Texas does hereby adopt the Hill Country News as the official newspaper of the City of Lago Vista, Texas.

THAT it is hereby officially found and determined that the meeting at which this resolution passed is open to the public and that public notice of the time, place and purpose of said meeting was given as required by law.

AND IT IS SO RESOLVED.

PASSED AND APPROVED this 16th day of September 2021.

Ed Tidwell, Mayor

ATTEST:

Sandra Barton, City Secretary

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



AGENDA ITEM
City of Lago Vista

To: Mayor & City Council

Council Meeting: 16 September, 2021

From: Roy Jambor, AICP / PA (Development Services Director)

Subject: Discussion, consideration, and possible action regarding Resolution No. 21-1900; a Resolution by the City Council of the City of Lago Vista, Texas scheduling a public hearing to consider adoption of impact fees for roadway facilities; directing the City Secretary to publish notice of said public hearing; and establishing an effective date.

Request: Business Item

Legal Document: Resolution

Legal Review: ☐

EXECUTIVE SUMMARY:

This public hearing is a requirement of the continuing process mandated by the Texas Local Government Code for the City Council to be able to consider the adopting for impact fees for roadway facilities.

Impact if Approved:

The process to consider the imposition of roadway impact fees will continue in accordance with the Texas Local Government Code.

Impact if Denied:

If desired in the future, roadway impact fees can be considered again when the next mandated impact fee update is undertaken.

Is Funding Required? ☐ Yes ☒ No If Yes, Is it Budgeted? ☐ Yes ☐ No ☒ N/A

Indicate Funding Source:**Suggested Motion/Recommendation/Action**

Motion to - -

Motion to - -

Motion to - -

Known as:

Resolution to schedule required public hearing to consider the adoption of impact fees for roadway facilities.

Agenda Item Approved by City Manager

**CITY OF LAGO VISTA, TEXAS
RESOLUTION NO. 21-1900**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS SCHEDULING A PUBLIC HEARING TO CONSIDER ADOPTION OF IMPACT FEES FOR ROADWAY FACILITIES; DIRECTING THE CITY SECRETARY TO PUBLISH NOTICE OF SAID PUBLIC HEARING; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Chapter 395 of the Texas Local Government Code provides procedures for preparing land use assumptions and a capital improvements plan for the consideration of imposing roadway impact fees within the municipal limits of a city; and

WHEREAS, the City Council of Lago Vista has authorized an impact fee study in accordance with Chapter 395, Texas Local Government Code Texas Local Government Code; and

WHEREAS, the City Council has previously approved land use assumptions and capital improvements plans for roadway; and

WHEREAS, Chapter 395 Texas Local Government Code requires the City Council to set a public hearing to consider whether to impose impact fees for roadways; and

WHEREAS, the City Council of Lago Vista now desires to schedule a public hearing to consider whether to impose roadway impact fees in accordance with Chapter 395.

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

Section 1. The foregoing recitals are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.

Section 2. The City Council hereby schedules a public hearing on the land use assumptions and roadway capital improvements plan on Thursday November 4, 2021 at 5:30 p.m., accessible online as a virtual meeting and in the Council Chambers within City Hall, 5803 Thunderbird, Lago Vista, Texas.

Section 3. The City Secretary is directed to have notice, as described herein, of such public hearing published in one of the official legal journals the City of Lago Vista, Texas prior to the 30th day before the date set for the hearing. The City Secretary is further directed to send notice of hearing by certified mail to any person who has given written notice to the City Secretary requesting notice of such hearing.

Section 4. That copies of the Impact Fee Report shall be available to the public at the Office of the City Secretary on and after October 4, 2021.

AND, IT IS SO RESOLVED.

PASSED AND APPROVED this ____ day of September 2021.

Ed Tidwell, Mayor

ATTEST:

Sandra Barton, City Secretary

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



AGENDA ITEM
City of Lago Vista

To: Mayor & City Council

Council Meeting: 16 September, 2021

From: Roy Jambor, AICP / PA (Development Services Director)

Subject: Discussion, consideration, and possible action regarding Resolution No. 21-1901; a Resolution by the City Council of the City of Lago Vista, Texas scheduling a public hearing to consider adoption of impact fees for water and wastewater facilities; directing the City Secretary to publish notice of said public hearing; and establishing an effective date.

Request: Business Item

Legal Document: Resolution

Legal Review: ☐

EXECUTIVE SUMMARY:

This public hearing is a requirement of the continuing process mandated by the Texas Local Government Code for the City Council to be able to continue collecting impact fees for water and wastewater facilities.

Impact if Approved:

The mandated process to update the basis for and to continue collecting impact fees for water and wastewater facilities will continue on the projected schedule.

Impact if Denied:

A delay in the schedule will not jeopardize the continued collection of impact fees for water and wastewater facilities so long as progress legitimately continues.

Is Funding Required? ☐ Yes ☒ No If Yes, Is it Budgeted? ☐ Yes ☐ No ☒ N/A

Indicate Funding Source:**Suggested Motion/Recommendation/Action**

Motion to - -

Motion to - -

Motion to - -

Known as:

Resolution to schedule required public hearing to consider the adoption of impact fees for water and wastewater facilities.

Agenda Item Approved by City Manager

**CITY OF LAGO VISTA, TEXAS
RESOLUTION NO. 21-1901**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS SCHEDULING A PUBLIC HEARING TO CONSIDER ADOPTION OF IMPACT FEES FOR WATER AND WASTEWATER FACILITIES; DIRECTING THE CITY SECRETARY TO PUBLISH NOTICE OF SAID PUBLIC HEARING; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Lago Vista City Council has authorized an impact fee study to determine whether to adopt updated land use assumptions, capital improvements plans, and updated impact fees for water and wastewater utility infrastructure in accordance with Texas Local Government Code Chapter 395; and

WHEREAS, Texas Local Government Code Chapter 395 requires the City Council to set a date for and conduct a public hearing to consider whether to adopt updated land use assumptions, capital improvements plans and updated impact fees for water and wastewater utility infrastructure.

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

Section 1. The foregoing recitals are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.

Section 2. The City Council hereby schedules a public hearing on the land use assumptions and roadway capital improvements plan on Thursday November 4, 2021 at 5:30 p.m., accessible online as a virtual meeting and in the Council Chambers within City Hall, 5803 Thunderbird, Lago Vista, Texas, for the purpose of considering amendments to the capital improvements plans and impact fees for water and wastewater utility infrastructure.

Section 3. The City Secretary is directed to have notice, as described herein, of such public hearing published in one of the official legal journals the City of Lago Vista, Texas prior to the 30th day before the date set for the hearing.

Section 4. That this Resolution shall take effect immediately upon execution by the Mayor.

AND, IT IS SO RESOLVED.

PASSED AND APPROVED this ____ day of September 2021.

Ed Tidwell, Mayor

ATTEST:

Sandra Barton, City Secretary

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