



The City of Lago Vista

To provide and maintain a healthy, safe, vibrant community, ensuring quality of life.

AMENDED
AGENDA
CITY COUNCIL
REGULAR MEETING
THURSDAY, MAY 21, 2015, 6:30 PM

NOTICE IS HEREBY GIVEN that the Lago Vista City Council will hold a Regular Meeting on Thursday, May 21, 2015, at 6:30 p.m. in the City Council Chambers at City Hall, 5803 Thunderbird, Lago Vista, Texas, as prescribed by V.T.C.A., Government Code Section §551.041, to consider the following agenda items. Items do not have to be taken in the same order as shown in the meeting notice.

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

PUBLIC COMMENTS

PROCLAMATION

1. Mayor Kruger to present Proclamation recognizing the Lago Vista High School Girls Tennis Teams and the Lago Vista Tennis Association.

PRESENTATIONS

2. Receive and discuss monthly update on Water Treatment Plant #3 by Shay Ralls Roalson, PE, HDR.
3. Mayor Kruger to present Ed Tidwell and Richard "Dick" Bohn with plaques for their dedicated service to the City of Lago Vista.
4. City Secretary to administer the Statement of Officer and Oath of Office to new Council Members.

PUBLIC HEARINGS

5. ***PUBLIC HEARING*** Regarding the issuance of the City of Lago Vista, Texas Limited Tax Note, Series 2015.
6. Discussion, consideration, action with respect to an "Ordinance Authorizing the Issuance and Sale of \$2,200,000 City of Lago Vista, Texas, Limited Tax Note, Series 2015; prescribing the Form of the Note; Levying an Ad Valorem Tax to Pay the Note; Awarding the Sale Thereof; and Enacting Other Provisions Relating Thereto."

7. ***PUBLIC HEARING*** The City Council will conduct a public hearing to obtain citizen input regarding the revised Library Internet Use & Safety Policy.
8. Discussion, consideration, action if any re: Approval of the revised Library Internet Use & Safety Policy.
9. ***PUBLIC HEARING*** The City Council will conduct a public hearing to obtain citizen input regarding a conditional use to allow for an increase in height from 9' to 11.4' for a new 120 square foot accessory building (tool shed).
10. Discussion, consideration, action if any re: A conditional use to allow for an increase in height from 9' to 11.4' for a new 120 square foot accessory building (tool shed).

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.

11. Approval of the following minutes:
 - April 16, 2015 Regular Meeting
 - April 30, 2015 Special Called meeting

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

12. Discussion, consideration, action if any re: Request to approve the fourth (4th) extension on Building Permit # 1553 concerning a new single family home at 20203 Buchanan Cove in accordance with Chapter 3, Article 3.100, Section 3.100, Section 3.110(9)(D), City Code.
13. Discussion, consideration, action if any re: Consider reducing existing WTP3 retainage for Matous Construction General Contractors and Excel Construction Services LLC from 5 percent to 3 percent.
14. Discussion, consideration, action if any re: Recommendation from the Golf Course Advisory Committee regarding increasing the price of products at Highland and Lago Vista golf courses.
15. Discussion, consideration, action if any re: Recommendation from the Golf Course Advisory Committee regarding increasing non-member green fees.
16. Discussion, consideration, action if any re: A Resolution of the City Council of the City of Lago Vista, Texas establishing a Comprehensive Plan Advisory Committee.
17. Discussion, consideration, action if any re: Consideration of a Resolution by the City Council authorizing the City Manager to sign professional services agreements for engineering related services.

18. Discussion, consideration, action if any re: Resolution No. R-15-1607; A Resolution by the City Council of the City of Lago Vista, Texas; providing for the election of a Mayor Pro Tem.
19. Discussion, consideration, action if any re: An Ordinance of the City Council of the City of Lago Vista, Texas, modifying Chapter 9, Article 9.1800, Section 9.1802, membership appointment, removal; Chapter 9, Article 9.1900, Section 9.1902, composition, removal of members, filling vacancies; Chapter 9, Article 9.800, section 9.804, organization, providing a savings clause; providing a severability clause; and, provide an effective date.
20. Discussion, consideration, action if any re: Consideration of a City Council liaison for the Building Committee, Board of Adjustment and Keep Lago Vista Beautiful.
21. Discussion, consideration, action if any re: Budget Amendments.
22. Discussion, consideration and, if appropriate, approve Resolution No. R-15-1610, appointing a Charter Review Committee.
23. Discussion, consideration, action, if any re: Consideration of an Ordinance of the City Council of the City of Lago Vista, Texas ordering and establishing procedures for a Special Election for November, 2015, in the City of Lago Vista to Elect Councilmembers for Places 1, 3 and 5 and Mayor; providing for Notice of Election, providing Election Precinct and Polling Places; providing for Early Voting; providing an effective date and open meetings clause; and providing for related matters.

WORK SESSION (no action may be taken on the following agenda items):

24. Discussion concerning the sale of beer, wine, food and snacks at the Highland Lakes Golf Course and Alex's Bistro.
25. Departmental Reports
 - A. Airport
 - B. Municipal Court
 - C. Utility Department
 - D. Street Department
 - E. Development Services
 - F. Police Department
 - G. Library
 - H. Golf Course
 - I. Finance
26. Reports/Minutes from City Boards, Committees and Commissions
 - a. April 23, 2015 Planning and Zoning Commission Spec Meeting minutes
 - b. KLVB Report 14May15

FUTURE MEETINGS

27. Consider schedule and items for future Council meetings.

EXECUTIVE SESSION

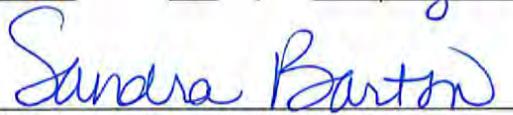
28. Convene into executive session pursuant to Sections 551.071, 551.072 and/or 551.074 Texas Government Code, and/or Section 1.05, Texas Disciplinary Rules of Professional Conduct, regarding;
- a) Consultation with attorney regarding claims or possible claims arising in Cause No. D-1-GN-13-002224, James Otwell v. City of Lago Vista, filed in the 98th Judicial District in Travis County, Texas;
 - b) Consultation with attorney regarding claim or possible claim related to easements;
 - c) Consultation with attorney regarding claims or possible claims concerning city facilities.

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

29. Reconvene from executive session into open session to take action as deemed appropriate in the City Council's discretion regarding;
- a) Claims or possible claims arising in Cause No. D-1-GN-13-002224, James Otwell v. City of Lago Vista, filed in the 98th Judicial District in Travis County, Texas;
 - b) Claim or possible claim related to easements;
 - c) Claims or possible claims concerning city facilities.

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 11:30 a.m on the 18 day of May, 2015.


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.

PROCLAMATION

1. Mayor Kruger to present Proclamation recognizing the Lago Vista High School Girls Tennis Teams and the Lago Vista Tennis Association.

Proclamation

Whereas, the Lago Vista City Council wishes to recognize the outstanding performance of the Lago Vista High School Girls Tennis Team and congratulate them on their success in the 2015 UIL State Tennis Tournament; and

Whereas, special congratulations are due to Kelsey Mumford and Emily Wheeler who brought home the second state tennis championship in LVISD's history and are the 3A Girls Doubles State Champions; and

Whereas, special congratulations are due to Monica Lash and Brenna Hassin who won the 3A Regional Championship; and

Whereas, congratulations are due to Rafael Vitolas for his coaching and leadership; and

Whereas, the Lago Vista City Council wishes to recognize the assistance and support of the Lago Vista Tennis Association for their contribution to youth tennis in Lago Vista; and

Whereas, the Lago Vista City Council is proud to recognize the Lago Vista Vikings Girls Tennis Team for their outstanding athletic performance and commends them for their record-setting season.

Now, Therefore, I, Randy Kruger, Mayor of the City of Lago Vista, Texas do hereby congratulate the Lago Vista High School Girls Tennis Team and their coaches and declare Thursday, May 21, 2015, as

Lago Vista Girls Tennis Day

in the City of Lago Vista, Texas, and, urge all citizens to join me in recognizing and celebrating their achievement.

In Testimony Whereof, I have hereunto set my hand and have caused the Official Seal of the City of Lago Vista, Texas to be affixed this 21st day of May, 2015.

Randy Kruger, Mayor

ATTEST:

Sandra Barton, City Secretary

2. Receive and discuss monthly update on Water Treatment Plant #3 by Shay Ralls Roalson, PE, HDR.

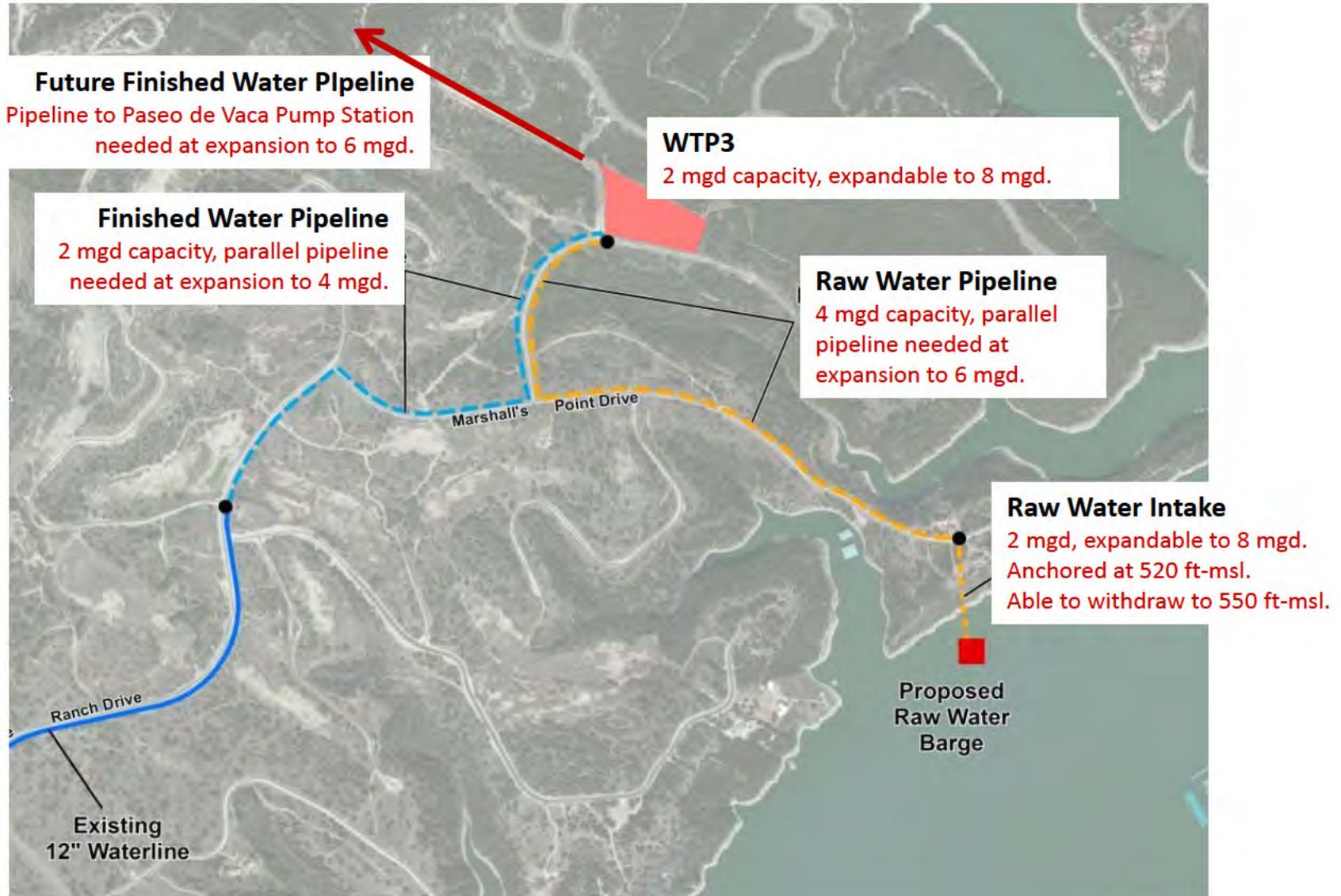


City of Lago Vista WTP #3

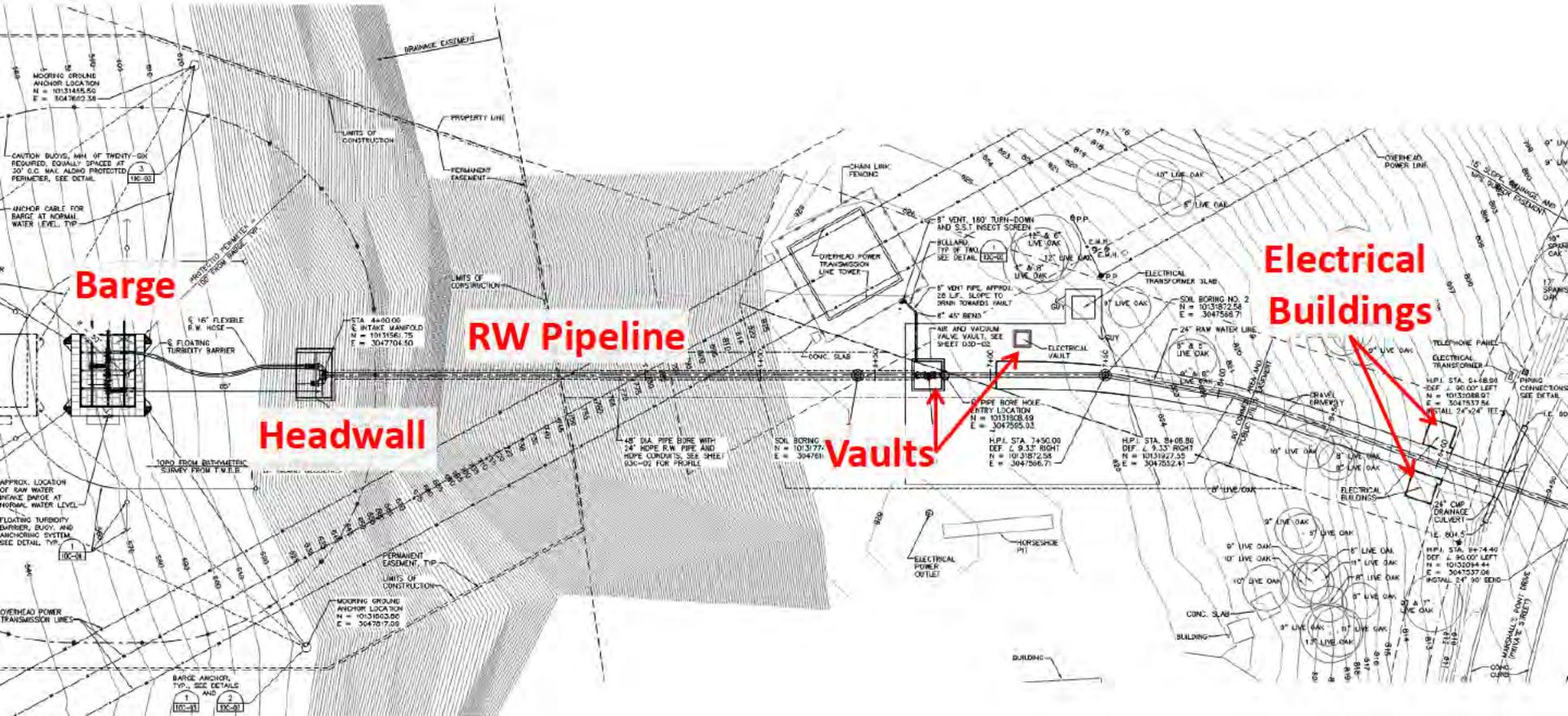
Katie Walker, PE

May 21, 2015

Proposed WTP3 Facilities



Raw Water Intake Site Plan



Raw Water Intake Project Status

- Current Contract Value: **\$3,492,390** (includes \$18,840 in standby costs)
- Complete through March: **\$2,788,585** (approx 80%)
- Anticipated Change Order for Project Completion: **\$115,000**
- Current Projected Completion Date: **8 weeks from project restart**
 - **Shut down at top site since 9/25/2014. All work currently on hold.**
- Status
 - At the water, the headwall is complete; the barge is in place; and the pumps, piping, and valves are installed.
 - At the top of the cliff, the electrical vault is complete, the air release valve vault is complete except for the lid, and the pipeline is complete to the road.
 - Electrical ductbanks are about 50% complete. The electrical buildings and site finish grading and paving have not been started.
 - Discharge hoses, marine power/control cable and electrical gear are being stored by the Contractor in accordance with the requirements of the Contract.



Barge and Headwall

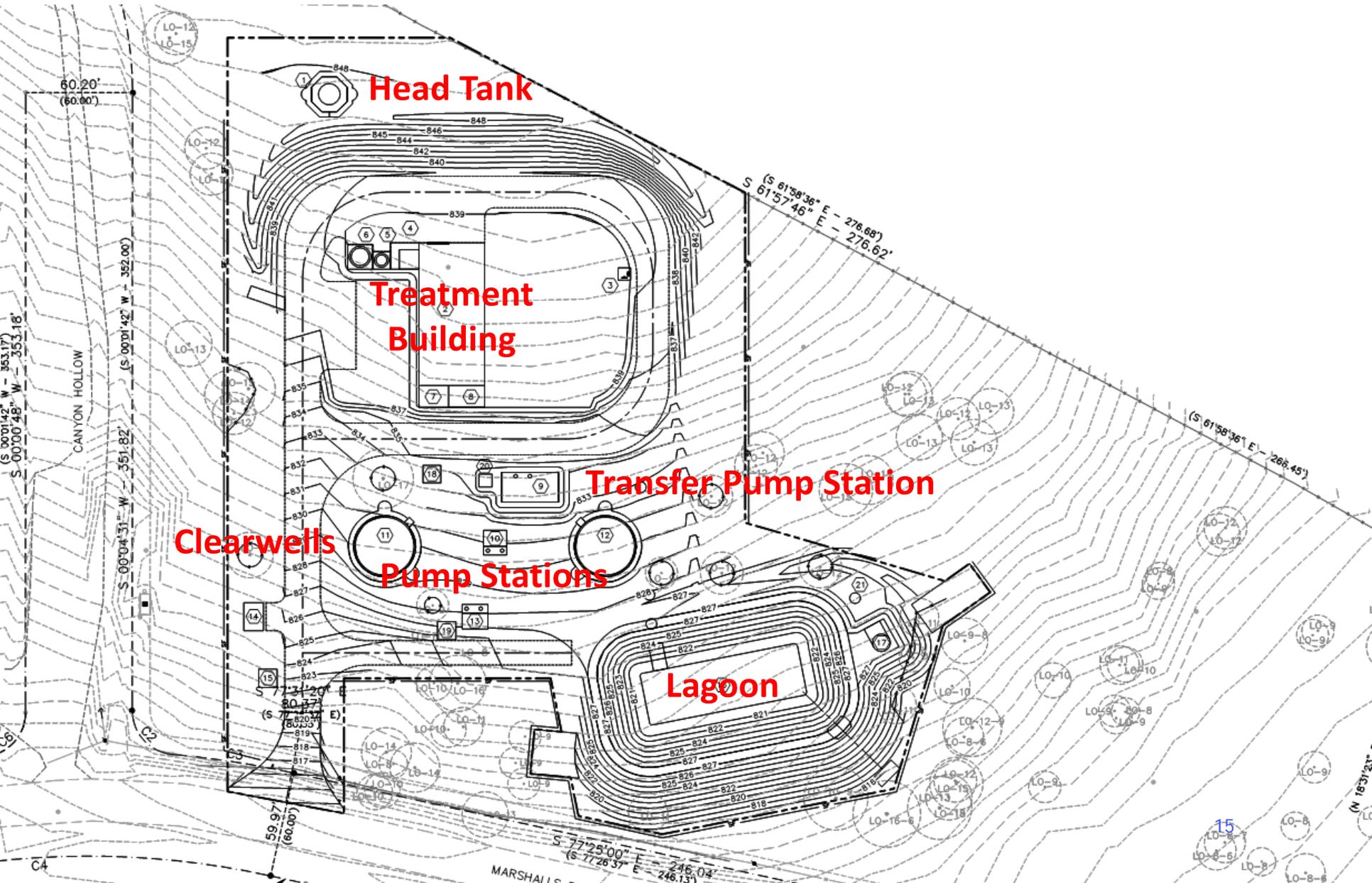
View from Top



Conduit and Transformer Rough-In



Water Treatment Plant #3



Water Treatment Plant #3

Project Status

- Current contract value: **\$5,047,163**
- Complete through March: **\$4,899,000** (approx 97%)
- Complete except for paving and start-up
 - **Start-up cannot occur until Raw Water Intake and pipelines are complete**
- Status
 - Submitting O&M manuals
 - Installation of all equipment is complete, including power and control, but no water will be introduced into the tanks, treatment unit, pump stations, chemical feed systems, or lagoon until start-up.
 - Per Westech's recommendation, Matous has installed the sand and garnet in the treatment unit filter, but not the anthracite, which is stored on pallets inside the treatment building.
 - During the period between construction completion and start-up, the City will maintain equipment per manufacturers' recommendations, operate doors and fans regularly, and keep the electrical room conditioned.

View from the Head Tank



Head Tank



Temporary Admin Building and Clearwell



South Side of Treatment Building



Treatment Unit





Chemical Feed Area



Water Quality Analyzers ²³



E-T-N
MCC-1

EXIT

Electrical Room 24

Clearwell and Pump Stations



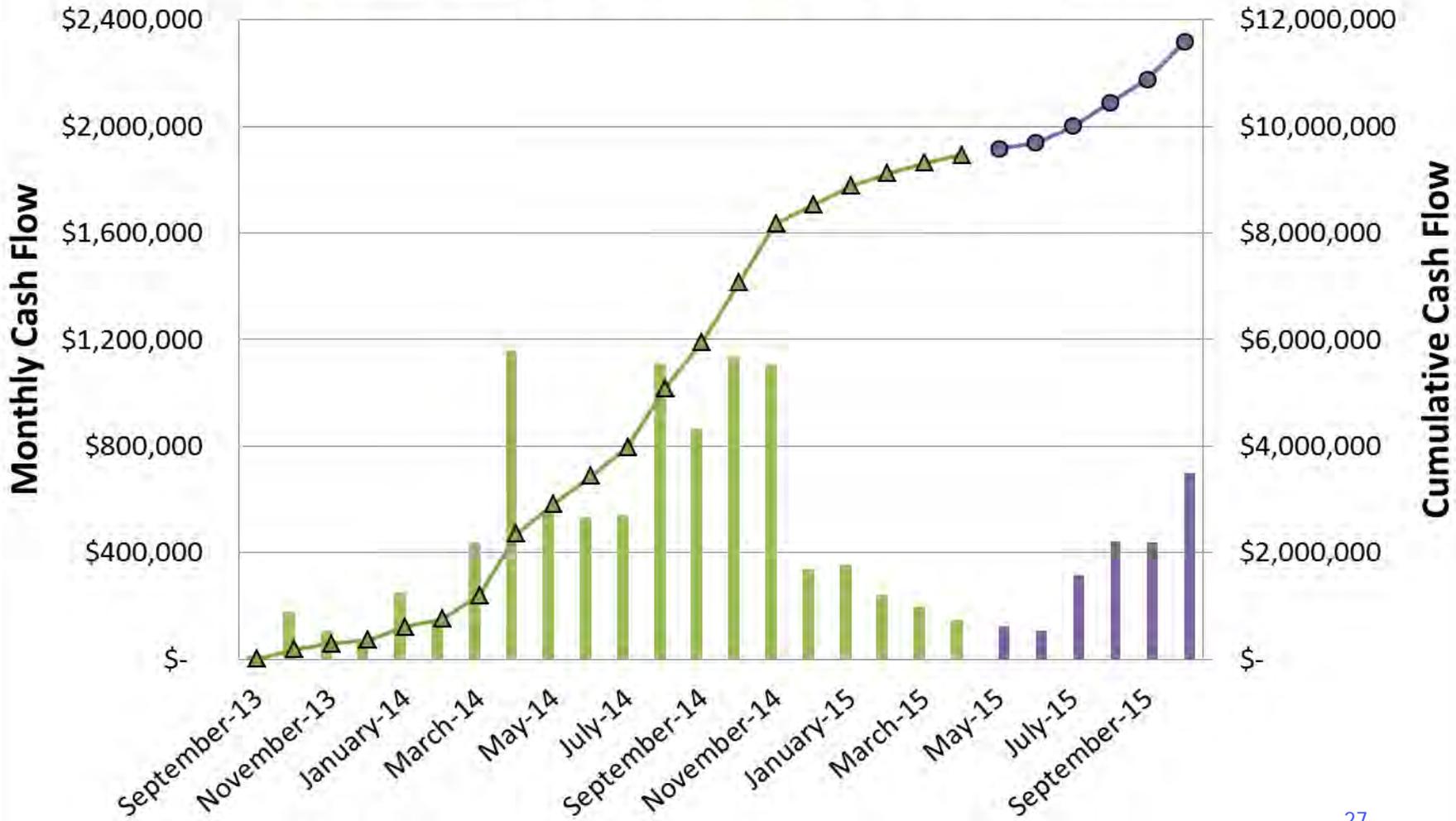
Summary of Project Costs and Cost to Complete

| Project | Contract Value | Complete through April | Estimate at Completion | Work Remaining |
|---|----------------------|------------------------|------------------------|---------------------|
| Survey/Geotech, Design, Permitting, PEC | \$ 836,368 | \$ 805,593 | \$ 805,593 | \$ - |
| Construction Admin, Inspection, Testing | \$ 363,624 | \$ 312,671 | \$ 385,671 | \$ 73,000 |
| Design, Permitting, Const Admin, Inspection | \$ 1,199,992 | \$ 1,118,264 | \$ 1,191,264 | \$ 73,000 |
| Raw Water Intake (Excel Construction) | \$ 3,492,390 | \$ 2,788,585 | \$ 3,492,390 | \$ 703,805 |
| Water Treatment Plant 3 (Matous Construction) | \$ 5,047,163 | \$ 4,898,872 | \$ 5,047,163 | \$ 148,292 |
| WTP Site Clearing/Fencing (Chasco/Lago Fence) | \$ 80,151 | \$ 77,226 | \$ 80,151 | \$ 2,925 |
| HDPE Pipe (Gajeske) | \$ 283,834 | \$ 285,594 | \$ 285,594 | \$ - |
| - Additional fittings for WTP tie-in | | \$ - | \$ 5,000 | \$ 5,000 |
| Pipeline Construction (Chasco) | \$ 984,612 | \$ 600,466 | \$ 984,612 | \$ 384,146 |
| - WTP tie-ins | | \$ - | \$ 15,000 | \$ 15,000 |
| Raw Water and Finished Water Pipelines | \$ 1,348,597 | \$ 963,285 | \$ 1,370,356 | \$ 407,071 |
| Temporary Building, PLCs/SCADA, and FO (by City) | \$ 116,508 | \$ 75,180 | \$ 80,180 | \$ 5,000 |
| Modular Building Porch | | \$ - | \$ 6,085 | \$ 6,085 |
| Security System and 20-ft electric gate (HSP) | | \$ - | \$ 63,259 | \$ 63,259 |
| Temporary Building, PLC, FO, Security | \$ 116,508 | \$ 75,180 | \$ 149,524 | \$ 74,344 |
| SUBTOTAL | \$ 11,204,650 | \$ 9,844,186 | \$ 11,250,698 | \$ 1,406,512 |
| Raw Water Intake Additional Work and Parallel Raw Water Pipeline inside Marshall's Point | | | | |
| Raw Water Intake Additional Work (Excel) | | | \$ 115,762 | \$ 115,762 |
| Additional 18-inch Raw Water Pipe (Gajeske) | | | \$ 66,612 | \$ 66,612 |
| Additional 18-inch Raw Water Pipe and HMAC (Chasco) | | | \$ 151,660 | \$ 151,660 |
| TOTAL ADDITIONAL WORK | \$ - | \$ - | \$ 334,034 | \$ 334,034 |
| TOTAL PROJECT | \$ 11,204,650 | \$ 9,844,186 | \$ 11,584,732 | \$ 1,740,546 |

City of Lago Vista WTP #3

Cash Flow Projections as of 5/15/2015

■ Actual Monthly Cash Flow ■ Planned Monthly Cash Flow
▲ Actual Cumulative Cash Flow ● Planned Cumulative Cash Flow



3. Mayor Kruger to present Ed Tidwell and Richard “Dick” Bohn with plaques for their dedicated service to the City of Lago Vista.

4. City Secretary to administer the Statement of Officer and Oath of Office to new Council Members.

Submit to:
SECRETARY OF STATE
Statutory Documents Section
P O Box 13550
Austin, TX 78711-3550
512-463-5705
512-475-2815 - Fax
Filing Fee: None



**STATEMENT OF OFFICER FOR
OFFICERS NOT APPOINTED BY
THE GOVERNOR**

Statement

I, Jason Shoumaker, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: City of Lago Vista Council Member, Place 2

City and/or County: Lago Vista, Travis County

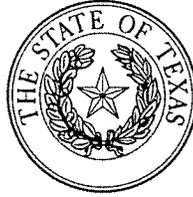
Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: _____

Signature of Officer

Submit to:
SECRETARY OF STATE
Statutory Documents Section
P O Box 13550
Austin, TX 78711-3550
512-463-5705
512-475-2815 - Fax
Filing Fee: None



**STATEMENT OF OFFICER FOR
OFFICERS NOT APPOINTED BY
THE GOVERNOR**

Statement

I, Ron Smith, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: City of Lago Vista Council Member, Place 4

City and/or County: Lago Vista, Travis County

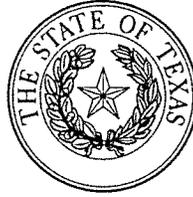
Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: _____

Signature of Officer

Submit to:
SECRETARY OF STATE
Statutory Documents Section
P O Box 13550
Austin, TX 78711-3550
512-463-5705
512-475-2815 - Fax
Filing Fee: None



**STATEMENT OF OFFICER FOR
OFFICERS NOT APPOINTED BY
THE GOVERNOR**

Statement

I, Rodney Cox, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: City of Lago Vista Council Member, Place 6

City and/or County: Lago Vista, Travis County

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: _____

Signature of Officer

This space reserved for office use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334



OATH OF OFFICE

Filing Fee: None

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Jason Shoumaker, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of City of Lago Vista Council Member, Place 2 of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

.....
State of Texas)
County of Travis)

Sworn to and subscribed before me
this _____ day of _____, 2015 .

(seal)

Signature of Notary Public or Other Officer
Administering Oath

Printed or Typed Name

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334



OATH OF OFFICE

Filing Fee: None

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Ron Smith, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of City of Lago Vista Council Member, Place 4 of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

.....
State of Texas)
County of Travis)

Sworn to and subscribed before me
this _____ day of _____, 2015 .

(seal)

Signature of Notary Public or Other Officer
Administering Oath

Printed or Typed Name

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334



OATH OF OFFICE

Filing Fee: None

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Rodney Cox, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of City of Lago Vista Council Member, Place 6 of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

.....
State of Texas)
County of Travis)

Sworn to and subscribed before me
this _____ day of _____, 2015.

(seal)

Signature of Notary Public or Other Officer
Administering Oath

Printed or Typed Name

PUBLIC HEARINGS

- 5. *PUBLIC HEARING*** Regarding the issuance of the City of Lago Vista, Texas Limited Tax Note, Series 2015.



AGENDA ITEM

City of Lago Vista

To: Mayor & City Council Council Meeting: May 21, 2015

From: Starr Lockwood, Finance

Subject: Limited Tax Note, Series 2015, in the amount of \$2.2 Million.

The City Council will consider approval of the ordinance authorizing the issuance of the limited tax note. Proceeds from the funds will be used to finance renovations, maintenance, and repairs to Water Treatment Plant #1 and to cover anticipated shortages in revenues from the 2014 Bond Series to complete the final phases of work being done on Water Treatment Plant #3.

Tom Lawrence, Financial Advisor, and Jana Edwards, Legal Counsel will both be present to answer questions relating to the issuance.

Request: Bonds Legal Document: Ordinance Legal Review:

EXECUTIVE SUMMARY:

The City is facing extensive renovations, maintenance, and repairs to our existing Water Treatment Plant #1 to ensure that it is able to continue operating at capacity. It is estimated that these expenditures could exceed \$1.6 Million. Since Water Treatment Plant #3 has not yet come online, it is critical that we keep Plants 1 and 2 working at peak condition and capacity for the short and long term. We have already contracted engineers to make recommendations for how to address the problems. The cost for those initial reviews are \$30,431. Replacement parts to fix the equipment that needs to be repaired have to be ordered and paid for 8 months in advance of delivery. Anticipated delivery, if ordered now, would place us into January 2016 before actual repairs could be completed. So the need to go ahead and get the parts ordered is urgent. It is essential to keep Water Treatment Plant #1 operational as Water Treatment Plant #2 does not have the capacity to cover all of the City's needs.

As of today, the City still does not have access to the property in order to finish the Plant #3 project. However, current estimates to complete the project exceed the original budget and funding source by approximately \$550,000. Funds from Tax Note would also be used to complete the work to be done on Water Treatment Plant #3.

The Tax Note is a 7 Year Note as opposed the the 20 Year Bonds that the City usually has issued. Tom Lawrence, Financial Advisor, and Jana Edwards, Legal Counsel, will be present during the Council Meeting to answer questions pertaining to the issuance.

Impact if Approved:

The City has already begun work on the renovations, maintenance, and repairs necessary to keep Water Treatment Plant #1 operating at capacity. We have already spent \$30,431.05 in engineering fees. We are required to file requisite paperwork with the Attorney General prior to receiving the funds. The fee to file the paperwork has already been spent, as well, in the amount of \$2,200. The City will be allowed to reimburse ourselves for these expenses. We will also be able to go ahead and order parts that will be used in the work on Water Treatment Plant #1. The parts have to be paid for in advance of delivery. Ordering now will ensure delivery by January or February 2016.

Once we are allowed to resume work on Water Treatment Plant #3, we will need an additional +/- \$550,000 to complete the work. This is over and above the funds that we borrowed in the 2014 Bond Series.

Impact if Denied:

The City will not be able to reimburse ourselves for expenditures already made in connection with the renovations, maintenance, and repairs to Water Treatment Plant #1. We will also have to look for alternate funding to cover overages on Water Treatment Plant #3 or will have to elect to not complete certain phases of that project.

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

Indicate Funding Source:

Using Mr. Lawrence's Debt Service Schedule, repayment of the Tax Note will have no impact in our current fiscal year budget. Repayment will begin in February 2016. Repayments for the 2015/2016 Fiscal Year will be included in the next fiscal year. Projected payments for 2015/2016 equal \$124,313.02. Revenue received from property taxes will cover the payments.

Suggested Motion/Recommendation/Action

Motion to:

Enact Ordinance

Motion to:

Motion to:

Known As:

Limited Tax Note, Series 2015, in the amount of \$2.2 Million.

Agenda Item Approved by City Manager



City of Lago Vista, Texas

Limited Tax Note, Series 2015

May 21, 2015



Registered Municipal Advisor and Texas Securities Dealer

(512) 375-3424 (Phone) (512) 582-8259 (Fax)

flawrence@lfc texas.com bmorgan@lfc texas.com (E-mail)

www.lfc texas.com (Web site)

City of Lago Vista, Texas

Limited Tax Note, Series 2015

(Callable at Par 02/15/2017)

Pricing Summary

| Maturity | Type of Bond | Coupon | Yield | Maturity Value | Price | Dollar Price |
|-----------------|---------------------|---------------|--------------|-----------------------|--------------|-----------------------|
| 02/15/2022 | Term 1 Coupon | 2.160% | 2.160% | 2,200,000.00 | 100.000% | 2,200,000.00 |
| Total | - | - | - | \$2,200,000.00 | - | \$2,200,000.00 |

Bid Information

| | |
|--------------------------|----------------|
| Par Amount of Bonds | \$2,200,000.00 |
| Gross Production | \$2,200,000.00 |
| Bid (100.000%) | 2,200,000.00 |
| Total Purchase Price | \$2,200,000.00 |
| Bond Year Dollars | \$9,986.33 |
| Average Life | 4.539 Years |
| Average Coupon | 2.1600000% |
| Net Interest Cost (NIC) | 2.1600000% |
| True Interest Cost (TIC) | 2.1594401% |

City of Lago Vista, Texas

Limited Tax Note, Series 2015

(Callable at Par 02/15/2017)

Debt Service Schedule

| Date | Principal | Coupon | Interest | Total P+I | Fiscal Total |
|--------------|-----------------------|----------|---------------------|-----------------------|--------------|
| 06/18/2015 | - | - | - | - | - |
| 02/15/2016 | 70,000.00 | 2.160% | 31,284.00 | 101,284.00 | - |
| 08/15/2016 | - | - | 23,004.00 | 23,004.00 | - |
| 09/30/2016 | - | - | - | - | 124,288.00 |
| 02/15/2017 | 185,000.00 | 2.160% | 23,004.00 | 208,004.00 | - |
| 08/15/2017 | - | - | 21,006.00 | 21,006.00 | - |
| 09/30/2017 | - | - | - | - | 229,010.00 |
| 02/15/2018 | 310,000.00 | 2.160% | 21,006.00 | 331,006.00 | - |
| 08/15/2018 | - | - | 17,658.00 | 17,658.00 | - |
| 09/30/2018 | - | - | - | - | 348,664.00 |
| 02/15/2019 | 341,000.00 | 2.160% | 17,658.00 | 358,658.00 | - |
| 08/15/2019 | - | - | 13,975.20 | 13,975.20 | - |
| 09/30/2019 | - | - | - | - | 372,633.20 |
| 02/15/2020 | 349,000.00 | 2.160% | 13,975.20 | 362,975.20 | - |
| 08/15/2020 | - | - | 10,206.00 | 10,206.00 | - |
| 09/30/2020 | - | - | - | - | 373,181.20 |
| 02/15/2021 | 356,000.00 | 2.160% | 10,206.00 | 366,206.00 | - |
| 08/15/2021 | - | - | 6,361.20 | 6,361.20 | - |
| 09/30/2021 | - | - | - | - | 372,567.20 |
| 02/15/2022 | 589,000.00 | 2.160% | 6,361.20 | 595,361.20 | - |
| 09/30/2022 | - | - | - | - | 595,361.20 |
| Total | \$2,200,000.00 | - | \$215,704.80 | \$2,415,704.80 | - |

Yield Statistics

| | |
|-----------------------------------|-------------|
| Bond Year Dollars | \$9,986.33 |
| Average Life | 4.539 Years |
| Average Coupon | 2.1600000% |
| Net Interest Cost (NIC) | 2.1600000% |
| True Interest Cost (TIC) | 2.1594401% |
| Bond Yield for Arbitrage Purposes | 2.1594401% |
| All Inclusive Cost (AIC) | 2.4815228% |

IRS Form 8038

| | |
|---------------------------|-------------|
| Net Interest Cost | 2.1600000% |
| Weighted Average Maturity | 4.539 Years |

City of Lago Vista, Texas

Limited Tax Note, Series 2015

(Callable at Par 02/15/2017)

Sources & Uses

Dated 06/18/2015 | Delivered 06/18/2015

Sources Of Funds

| | |
|------------|----------------|
| Par Amount | \$2,200,000.00 |
|------------|----------------|

| | |
|----------------------|-----------------------|
| Total Sources | \$2,200,000.00 |
|----------------------|-----------------------|

Uses Of Funds

| | |
|------------------------------|--------------|
| Deposit to Construction Fund | 2,170,000.00 |
|------------------------------|--------------|

| | |
|-------------------|-----------|
| Costs of Issuance | 30,000.00 |
|-------------------|-----------|

| | |
|-------------------|-----------------------|
| Total Uses | \$2,200,000.00 |
|-------------------|-----------------------|

**CITY OF LAGO VISTA
I & S Tax Rate Analysis**

Impact of 2015 Tax Note

| FYE | | Existing | \$2.2 Million | Available | Net D/S | Estimated |
|-------------|--------------------------|----------------------|----------------------|------------------------|----------------------|---------------------------|
| 9/30 | TAV⁽¹⁾ | Debt | 2015 Note | I&S Subsidy | for Tax Levy | I&S Tax |
| | | | | | | Rate⁽²⁾ |
| 2015 | \$ 643,377,472 | \$ 1,953,310 | \$ - | \$ - | \$ 1,953,310 | \$ 0.3349 |
| 2016 | 662,678,796 | 2,093,466 | 124,288 | - | 2,217,754 | 0.3347 |
| 2017 | 682,559,160 | 2,008,121 | 229,010 | - | 2,237,131 | 0.3278 |
| 2018 | 703,035,935 | 1,953,274 | 348,664 | - | 2,301,938 | 0.3274 |
| 2019 | 724,127,013 | 1,952,086 | 372,633 | - | 2,324,719 | 0.3210 |
| 2020 | 745,850,823 | 1,953,057 | 373,181 | - | 2,326,238 | 0.3119 |
| 2021 | 768,226,348 | 1,950,968 | 372,567 | - | 2,323,535 | 0.3025 |
| 2022 | 791,273,138 | 1,727,009 | 595,361 | - | 2,322,371 | 0.2935 |
| 2023 | 815,011,333 | 1,724,408 | - | - | 1,724,408 | 0.2116 |
| 2024 | 839,461,673 | 1,723,478 | - | - | 1,723,478 | 0.2053 |
| 2025 | 864,645,523 | 1,724,374 | - | - | 1,724,374 | 0.1994 |
| 2026 | 890,584,888 | 1,722,900 | - | - | 1,722,900 | 0.1935 |
| 2027 | 917,302,435 | 1,724,506 | - | - | 1,724,506 | 0.1880 |
| 2028 | 944,821,508 | 1,724,415 | - | - | 1,724,415 | 0.1825 |
| 2029 | 973,166,153 | 1,723,525 | - | - | 1,723,525 | 0.1771 |
| 2030 | 1,002,361,138 | 1,724,425 | - | - | 1,724,425 | 0.1720 |
| 2031 | 1,032,431,972 | 1,723,125 | - | - | 1,723,125 | 0.1669 |
| 2032 | 1,063,404,931 | 1,724,525 | - | - | 1,724,525 | 0.1622 |
| 2033 | 1,095,307,079 | 1,723,525 | - | - | 1,723,525 | 0.1574 |
| 2034 | 1,128,166,292 | 1,725,025 | - | - | 1,725,025 | 0.1529 |
| 2035 | 1,162,011,280 | 1,726,313 | - | - | 1,726,313 | 0.1486 |
| | Totals | <u>\$ 38,005,832</u> | <u>\$2,415,705</u> | <u>\$ -</u> | <u>\$ 40,421,537</u> | |

(1) TAV is assumed to increase 3% annually.

(2) Assumes 100% total tax collection ratio.

May 21, 2015

The Honorable Mayor and City Council
City of Lago Vista, Texas
5803 Thunderbird
Lago Vista, Texas 78645

Re: \$2,200,000 City of Lago Vista, Texas Limited Tax Note, Series 2015

Dear Mayor and Council Members:

The undersigned, BOKF, N.A. dba Bank of Texas (the "Purchaser"), being a financial institution, to-wit: a bank within the definition of section 3(a)(2) of the Securities Act of 1933, hereby offers to purchase from City of Lago Vista, Texas (the "City") the above referenced note (the "Note") and, upon acceptance of this offer by the City, such offer will become a binding agreement between the undersigned and the City. This offer must be accepted by 8:00 p.m., Austin, Texas time, on May 21, 2015, and if not so accepted will be subject to withdrawal by the Purchaser upon notice delivered to the City at any time prior to acceptance hereof by the City.

1. **Purchase Price.** The purchase price for the Note is \$2,200,000.
2. **Terms of the Note.** The Note shall be issued in the principal amount of \$2,200,000 and shall bear interest at such rate, mature on such dates and in such amounts as are set forth in the attached Exhibit A and have such other terms and conditions as are set forth in the Ordinance (the "Ordinance") to be adopted by the City Council of the City on May 21, 2015, a copy of which has been provided to us. Pursuant to and as more fully described in the Ordinance, the Note shall be secured by a pledge of ad valorem taxes to be levied on all taxable property within the City. The Note is transferable in whole, but not in part.
3. **Closing.** The City shall deliver the Initial Note to, or for the account of, the undersigned and the undersigned shall purchase the Note at 10:00 a.m. Austin, Texas time, on June 18, 2015, or at such other time as shall be mutually agreed upon (hereinafter referred to as the "Closing"). The Closing shall take place at the offices of McCall, Parkhurst & Horton L.L.P., Austin, Texas, or such other location as may be mutually agreed upon. The City will also deliver a certified copy of the Ordinance to the undersigned.

4. **Conditions to Closing.** Neither the Purchaser nor the City shall have any obligation to consummate the purchase of the Note unless the following requirements have been satisfied prior to Closing:

- (a) The City shall have adopted the Ordinance authorizing the issuance of the Note.
- (b) The City shall have designated the Note as a "qualified tax exempt obligation" for financial institutions.
- (c) McCall, Parkhurst & Horton L.L.P. shall have issued its approving legal opinion as to the due authorization, issuance, and delivery of the Note and as to the exemption of the interest thereon from federal income taxation, upon which the Purchaser shall be entitled to rely.
- (d) The Note shall have been approved by the Attorney General of the State of Texas and shall have been registered by the Comptroller of Public Accounts of the State of Texas.
- (e) Nothing shall have occurred prior to closing which in the reasonable opinion of the Purchaser has had or could have a materially adverse effect on the City's business, property, or financial condition.

5. **Nature of Purchase.** In regard to its purchase of the Note, the Purchaser acknowledges that no prospectus or other offering document has been prepared; however, the City has furnished the Purchaser with all information necessary and requested by the Purchaser to permit the Purchaser to make an informed decision concerning its purchase of the Note, and the Purchaser has made such inspections and investigations as they have deemed necessary to determine the investment quality of the Note and to assess all risk factors associated with the purchase and ownership of the Note. The Purchaser hereby acknowledges and represents that it is familiar with the financial condition of the City and the ability of the City to timely pay the principal of and interest on the Note. The Purchaser is not relying on McCall, Parkhurst & Horton L.L.P., the City's Bond Counsel, or Lawrence Financial Consulting LLC, the City's Financial Advisor, as to the completeness or accuracy of any financial information provided to the Purchaser by the City in connection with its determination to make an investment in the Note. The Purchaser acknowledges that in the Ordinance the City has reserved the right to call all or part of the Note at any time on or after February 15, 2017 at a redemption price of the principal amount of the Note redeemed, plus accrued interest to the date of redemption.

The Note is being purchased by the Purchaser for the account of the Purchaser as evidence of a loan (and not on behalf of another), and the Purchaser has no present intention of reselling such Note or dividing its interest therein, either currently or after the passage of a fixed or determinable period of time or upon the occurrence or nonoccurrence of any predetermined event or circumstance; provided, however that the Purchaser reserves the right to sell, pledge, transfer, convey, hypothecate, participate interests in or dispose of the Note at some future date,

but only to persons who have been provided sufficient information with which to make an informed decision to invest in the Note. In addition the Purchaser is an "accredited investor" as defined in Rule 501 of Regulation D under the Securities Act of 1933, as amended. The Note may be transferred and registered in the name of the new registered owner in whole, but not in part.

The Purchaser acknowledges that the Note will not be rated. In addition, the Purchaser acknowledges that the Note will not be listed on any securities exchange. Further, no trading market now exists in the Note, and none may exist in the future. Accordingly, the Purchaser understands that it may need to bear the risks of this investment for an indefinite time, since any sale prior to the maturity for the Note may not be possible or may be at a price below that which the Purchaser is paying for the Note.

It is understood and agreed that the Purchaser is buying the Note in a private placement by the City to the Purchaser. The Note is exempt from any federal securities registration requirements by virtue of Section 3(a)(2) of the Securities Act of 1933. The private placement of the Note is exempt from the provisions of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"); consequently the City has not undertaken to make any on-going disclosures for the benefit of the registered owner of the Note in accordance with the Rule.

6. **Covenants by the City.** In consideration of the purchase of the Note by the Purchaser, the City agrees as follows:

- (a) The City will provide the Purchaser with audited annual financial statements within one hundred eighty (180) days after the close of each City fiscal year end.
- (b) The City agrees to deliver to the Purchaser any other financial information that the Purchaser may reasonably request from time to time.

7. **No Oral Agreements.** To the extent permitted by law, the parties hereto agree to be bound by the terms of the following notice: NOTICE: THIS PURCHASE AGREEMENT, THE ORDINANCE OF THE CITY AUTHORIZING THE NOTE, THE TAX AND NO-ARBITRAGE CERTIFICATE, THE ATTORNEY GENERAL OPINION, THE OPINION OF BOND COUNSEL, AND THE NOTE TOGETHER REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES REGARDING THIS TRANSACTION AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES RELATING TO THIS TRANSACTION.

8. **Choice of Law.** This agreement shall be governed and construed in accordance with the laws of the State of Texas.

9. **Counterparts**. This agreement may be executed in several counterparts each of which shall be regarded as an original, with the same effect as if the signatures thereto were upon the same document, all of which shall constitute one and the same document.

(Signature page follows)

Very truly yours,

BOKF, N.A. dba Bank of Texas

By: _____

Name: _____

Title: _____

Accepted and agreed to this 21st day of May, 2015.

CITY OF LAGO VISTA, TEXAS

By: _____
Mayor

EXHIBIT A

EXHIBIT A

| Maturity (2/15) | Principal Amount | Interest Rate |
|----------------------------|-----------------------------|--------------------------|
| 2016 | \$70,000 | 2.16% |
| 2017 | \$185,000 | 2.16% |
| 2018 | \$310,000 | 2.16% |
| 2019 | \$341,000 | 2.16% |
| 2020 | \$349,000 | 2.16% |
| 2021 | \$356,000 | 2.16% |
| 2022 | \$589,000 | 2.16% |

SIGNATURE PAGE FOR PURCHASE AND INVESTMENT LETTER

**CITY OF LAGO VISTA
LIMITED TAX NOTE, SERIES 2015**

Financing Options

| <u>Option</u> | <u>Interest Rate</u> | <u>Redemption Date</u> | <u>Redemption Price</u> | <u>Lender Expenses</u> | <u>Annual Paying Agent Fee</u> | <u>AIC</u> | <u>Total Interest</u> |
|---------------|----------------------|-------------------------------------|-------------------------|------------------------|--------------------------------|------------|-----------------------|
| 1 | 1.90% | 2/15/2019 | 100% | \$2,500 | \$0 | 2.21% | \$189,474 |
| 2 | 1.94% | Anytime | Make Whole* | \$4,420 | \$300 | 2.27% | \$193,554 |
| 3 | 1.983% | 2/15/2019 | 100% | \$4,120 | \$0 | 2.31% | \$197,844 |
| 4 | 2.06% | 2/15/2019 | 100% | \$4,420 | \$300 | 2.39% | \$205,691 |
| 5 | 2.16% | 2/15/2017 | 100% | \$4,420 | \$300 | 2.48% | \$215,705 |
| 6 | 2.29% | 2/15/2017 2/15/2018 2/15/2019 | 102% 101% 100% | \$0 | \$0 | 2.60% | \$228,870 |

* Make whole provision requires payment of a redemption price sufficient for the lender to earn the same amount based money market rates as of the date of redemption. Unless money market rates rise above the interest rate on the Note, a premium will be required. The lower money market rates are at the time of redemption, the higher the premium, and vice versa.

**ORDINANCE
AUTHORIZING THE ISSUANCE OF**

**\$2,200,000
CITY OF LAGO VISTA, TEXAS
LIMITED TAX NOTE
SERIES 2015**

Adopted on May 21, 2015

TABLE OF CONTENTS

Page

RECITALS..... 1

**ARTICLE I
DEFINITIONS AND OTHER PRELIMINARY MATTERS**

Section 1.01. Definitions1
Section 1.02. Other Definitions3
Section 1.03. Findings3
Section 1.04. Table of Contents, Titles and Headings.....3
Section 1.05. Interpretation.....3

**ARTICLE II
SECURITY FOR THE NOTE; APPROPRIATION**

Section 2.01. Tax Levy for Payment of the Note4
Section 2.02. Perfection of Security Interest4

**ARTICLE III
AUTHORIZATION; GENERAL TERMS
AND PROVISIONS REGARDING THE NOTE**

Section 3.01. Authorization5
Section 3.02. Date, Denomination, Maturity, Numbers and Interest5
Section 3.03. Medium, Method and Place of Payment.....6
Section 3.04. Execution and Initial Registration7
Section 3.05. Ownership.....7
Section 3.06. Registration, Transfer and Exchange.....8
Section 3.07. Cancellation and Authentication9
Section 3.08. Replacement Note.....10

**ARTICLE IV
REDEMPTION OF NOTE BEFORE MATURITY**

Section 4.01. Limitation on Redemption11
Section 4.02. Redemption of Note Prior to Maturity.....11
Section 4.03. Notice of Redemption to Owners11
Section 4.04. Payment Upon Redemption12
Section 4.05. Effect of Redemption.....12

**ARTICLE V
PAYING AGENT/REGISTRAR**

| | |
|--|----|
| Section 5.01. Appointment of Initial Paying Agent/Registrar..... | 12 |
| Section 5.02. Qualifications..... | 13 |
| Section 5.03. Maintaining Paying Agent/Registrar | 13 |
| Section 5.04. Termination..... | 13 |
| Section 5.05. Notice of Change to Owners..... | 13 |
| Section 5.06. Agreement to Perform Duties and Functions | 14 |
| Section 5.07. Delivery of Records to Successor..... | 14 |

**ARTICLE VI
FORM OF THE NOTE**

| | |
|------------------------------------|----|
| Section 6.01. Form Generally | 14 |
| Section 6.02. Form of Note..... | 14 |

**ARTICLE VII
SALE OF THE NOTE;
CONTROL AND DELIVERY OF THE NOTE; AND FINANCIAL REPORTING**

| | |
|--|----|
| Section 7.01. Sale of Note | 20 |
| Section 7.02. Control and Delivery of Note | 21 |
| Section 7.03. Financial Reporting | 21 |

**ARTICLE VIII
CREATION OF FUNDS AND ACCOUNTS;
DEPOSIT OF PROCEEDS; INVESTMENTS**

| | |
|--|----|
| Section 8.01. Creation of Funds | 22 |
| Section 8.02. Interest and Sinking Fund..... | 22 |
| Section 8.03. Security of Funds..... | 22 |
| Section 8.04. Deposit of Proceeds | 22 |
| Section 8.05. Investments | 23 |
| Section 8.06. Investment Income..... | 23 |

**ARTICLE IX
PARTICULAR REPRESENTATIONS AND COVENANTS**

| | |
|---|----|
| Section 9.01. Payment of the Note | 23 |
| Section 9.02. Other Representations and Covenants..... | 23 |
| Section 9.03. Covenants Regarding Tax Exemption of Interest on the Note | 23 |

**ARTICLE X
DEFAULT AND REMEDIES**

Section 10.01. Events of Default26
Section 10.02. Remedies for Default.....27
Section 10.03. Remedies Not Exclusive.....27

**ARTICLE XI
DEFEASANCE AND REFUNDING**

Section 11.01. Defeasance of Note.....27

**ARTICLE XII
AMENDMENTS; FURTHER PROCEDURES; SEVERABILITY; AND
PAYMENT OF ATTORNEY GENERAL FEE**

Section 12.01. Amendments29
Section 12.02. Further Procedures.....29
Section 12.03. Severability30
Section 12.04. Payment of Attorney General Fee30

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS AUTHORIZING THE ISSUANCE AND SALE OF \$2,200,000 CITY OF LAGO VISTA, TEXAS, LIMITED TAX NOTE, SERIES 2015; PRESCRIBING THE FORM OF THE NOTE; LEVYING AN AD VALOREM TAX TO PAY THE NOTE; AWARDING THE SALE THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, the City Council (the "City Council") of the City of Lago Vista, Texas (the "City") hereby finds and determines that it is necessary, useful and appropriate for the City's public purposes to authorize and provide for the issuance and sale of notes of the City for the purposes hereinafter provided, as authorized by Tex. Gov't Code Ann. ch. 1431, as amended; and

WHEREAS, notice of a public hearing on the issuance of the limited tax note hereinafter authorized to be issued was published in the time and manner required by the City's Home Rule Charter, and it is found and determined that the publication of such notice should be ratified and confirmed;

WHEREAS, a public hearing was conducted by the City Council of the City pursuant to such published notice, in further compliance with the City's Home Rule Charter; and

WHEREAS, it is officially found, determined and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the date, hour, place and subject of said meeting, including this Ordinance, was given, all as required by the applicable provisions of Tex. Gov't Code Ann. ch. 551; Now, Therefore

BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise, in this Ordinance the following terms shall have the meanings specified below:

"Closing Date" means the date of the initial delivery of and payment for the Note.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions relating thereto.

"Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are

unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provides for the funding of an escrow to effect the defeasance of the Note is rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Note, is rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent, and (iv) any other then authorized securities or obligations under applicable state law that may be used to defease obligations such as the Note.

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named herein, its office in Houston, Texas, and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"Event of Default" means any Event of Default as defined in Section 10.01 of this Ordinance.

"Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

"Interest Payment Date" means the date or dates upon which interest on the Note is scheduled to be paid until maturity of the Note, such dates being February 15 and August 15 of each year commencing February 15, 2016.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 8.01(a)(i) of this Ordinance.

"Note" means the City's Note entitled "City of Lago Vista, Texas, Limited Tax Note, Series 2015" authorized to be issued by Section 3.01 of this Ordinance.

"Ordinance" means this Ordinance.

"Original Issue Date" means the initial date which is designated in Section 3.02(a) of this Ordinance.

"Owner" means the person who is the registered owner of a Note, as shown in the Register.

"Paying Agent/Registrar" means BOKF, N.A., dba Bank of Texas, any successor thereto or an entity which is appointed as and assumes the duties of paying agent/registrar as provided in this Ordinance.

"Project Fund" means the fund established in Section 8.01(a) (ii) hereof.

"Purchaser" means the person, firm or entity purchasing the Note from the City and which is designated in Section 7.01 of this Ordinance.

"Record Date" means the last business day of the month next preceding the Interest Payment Date.

"Register" means the Register specified in Section 3.06(a) of this Ordinance.

"Special Payment Date" means the Special Payment Date prescribed by Section 3.03(b) of this Ordinance.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of the principal of or interest on the Note as the same come due and payable and remaining unclaimed by the Owners of the Note for 90 days after the applicable payment date.

Section 1.02. Other Definitions.

The terms "City Council" and "City" shall have the respective meanings assigned in the preamble to this Ordinance.

Section 1.03. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.04. Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.05. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II

SECURITY FOR THE NOTE; APPROPRIATION

Section 2.01. Tax Levy for Payment of the Note.

(a) The City Council hereby declares and covenants that it will provide and levy a tax legally and fully sufficient for payment of the Note, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding obligations of the City.

(b) In order to provide for the payment of the debt service requirements on the Note, being (i) the interest on the Note and (ii) a sinking fund for their payment at maturity or a sinking fund of two percent (whichever amount is the greater), there is hereby levied for the current year and each succeeding year thereafter, while the Note or interest thereon remain outstanding and unpaid, a tax within legal limitations on each \$100 valuation of taxable property in the City that is sufficient to pay such debt service requirements, full allowance being made for delinquencies and costs of collection.

(c) The tax levied by this Section shall be assessed and collected each year and applied to the payment of the debt service requirements on the Note, and the tax shall not be diverted to any other purpose.

Section 2.02. Perfection of Security Interest.

Chapter 1208, Texas Government Code applies to the issuance of the Note and the pledge of the taxes granted by the City under Section 2.01 of this Ordinance, and such pledge, therefore, is valid, effective, and perfected. If Texas law is amended at any time while the Note is outstanding and unpaid such that the pledge of the taxes granted by the City under Section 2.01 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business and Commerce Code, then in order to preserve to the registered owners of the Note the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business and Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE NOTE

Section 3.01. Authorization.

The City's tax note to be designated "City of Lago Vista, Texas, Limited Tax Note, Series 2015," is hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly Tex. Gov't. Code Ann. ch. 1431, as amended, in the aggregate principal amount of \$2,200,000, for the purpose of (i) constructing, improving, extending, enlarging and equipping improvements, extensions and additions to the City's water and wastewater system, including constructing, improving and equipping a water treatment plant, (ii) constructing, improving, extending, upgrading and developing streets, bridges, sidewalks and drainage improvements, intersections and related traffic improvements, including purchasing any necessary right-of-way, (iii) constructing, improving, extending, enlarging and equipping City parks, including purchasing property in connection therewith, and (iv) paying the costs of professional services in connection therewith including legal, fiscal and engineering fees and the costs of issuance of the Note.

Section 3.02. Date, Denomination, Maturity, Numbers and Interest.

(a) The Note shall have the Original Issue Date of June 18, 2015, shall be in fully registered form, without coupons, and initially there shall be issued, sold, and delivered hereunder one fully registered Note, in the denomination of \$2,200,000, numbered R-1 with any Note issued in replacement thereof being in the denomination and principal amount hereafter stated and numbered consecutively from R-2 upward, payable to the respective initial registered owners thereof (as designated in Section 7.01(a) hereof), or to the registered assignee of the Note, and the unpaid principal of the Note shall have a final maturity date of February 15, 2022, but shall be payable in installments on February 15 in each of the years and in the amounts, respectively, as set forth in the following schedule:

| Maturity Date | Principal Amount |
|----------------------|-------------------------|
| 2016 | \$70,000 |
| 2017 | \$185,000 |
| 2018 | \$310,000 |
| 2019 | \$341,000 |
| 2020 | \$349,000 |
| 2021 | \$356,000 |
| 2022 | \$589,000 |

(b) The Note shall bear interest on the unpaid balance of the principal amount thereof in the manner and from the date specified in the FORM OF NOTE set forth in this Ordinance to the scheduled due date, or date of prepayment prior to the scheduled due date, of the principal installments of the Note at a rate of 2.160% per annum.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of, premium, if any, and interest on the Note shall be paid in lawful money of the United States of America as provided in this Section.

(b) Interest on the Note shall be payable to the Owners whose names appear in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date", which shall be at least 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Note appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

(c) Interest on the Note shall be paid by check (dated as of the Interest Payment Date) and sent by the Paying Agent/Registrar to the person entitled to such payment by United States mail, first class postage prepaid, to the address of such person as it appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expenses of such other customary banking arrangements.

(d) The principal of each Note shall be paid to the person in whose name such Note is registered on the due date thereof upon presentation and surrender of such Note at the Designated Payment/Transfer Office.

(e) If a date for the payment of the principal of or interest on the Note is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

(g) Subject to Title 6, Texas Property Code, as amended, Unclaimed Payments remaining unclaimed for three years after the applicable payment or redemption date shall be paid by the Bank to the City, to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Owners of such Note for any further payment of such unclaimed moneys or on account of any such Note, subject to any applicable escheat, abandoned property, or similar law.

Section 3.04. Execution and Initial Registration.

(a) The Note shall be executed on behalf of the City by the Mayor and City Secretary of the City, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Note shall have the same effect as if the Note had been signed manually and in person by each of said officers, and such facsimile seal on the Note shall have the same effect as if the official seal of the City had been manually impressed upon the Note.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Note ceases to be such officer before the authentication of such Note or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Note shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on the Note. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Note delivered on the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Note has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) On the Closing Date, one Note representing the entire amount of the Note, payable in stated installments to the Purchaser or its designee, executed by manual or facsimile signature of the Mayor and City Secretary of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the Purchaser.

(e) On the Closing Date, the Paying Agent/Registrar shall insert such Closing Date on the Note and, thereafter, on each Note delivered in exchange for a Note under the column designated "Closing Date."

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Note is registered as the absolute owner of such Note for the purpose of making and receiving payment of the principal thereof and premium, if any, thereon, for the further purpose of making and receiving payment of the interest thereon (subject to the provisions herein that interest is to be paid to the person in whose name the Note is registered on the Record Date), and for all other purposes, whether or not such Note is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the person deemed to be the Owner of any Note in accordance with this Section shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Note to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as the Note remains outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of the Note in accordance with this Ordinance and subject to the limitations described in the Form of Note in Section 6.02, herein.

(b) Registration of the Note may be transferred in the Register only upon the presentation and surrender thereof at the Designated Payment/Transfer Office for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of the Note to the assignee thereof, and the right of such assignee thereof to have the Note registered in the name of such assignee. No transfer of the Note shall be effective until entered in the Register. Upon assignment and transfer of the Note, a new Note will be issued by the Paying Agent/Registrar in exchange for such transferred and assigned Note. To the extent possible the Paying Agent/Registrar will issue such new Note in not more than three business days after receipt of the Note to be transferred in proper form and with proper instructions directing such transfer.

(c) The Note may be exchanged only upon the presentation and surrender thereof at the Designated Payment/Transfer Office, together with a written request therefor duly executed by the registered owner or assignee thereof, or its or their duly authorized attorneys or representatives, with guarantees of signatures satisfactory to the Paying Agent/Registrar, for a Note of the same maturity and interest rate in an aggregate principal amount equal to the unpaid principal amount of the Note presented for exchange. To the extent possible, a new Note shall be delivered by the Paying Agent/Registrar to the registered owner of the Note in not more than three business days after receipt of the Note to be exchanged in proper form and with proper instructions directing such exchange.

(d) A Note issued in exchange for the Note assigned or transferred shall have the same principal maturity date and bear interest at the same rate as the Note for which it is being exchanged. Each substitute Note shall bear a letter and/or number to distinguish it from each other Note. The Paying Agent/Registrar shall exchange the Note as provided herein, and each substitute Note delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Note in lieu of which such substitute Note is delivered.

(e) The City will pay the Paying Agent/Registrar's reasonable and customary charge for the initial registration or any subsequent transfer or exchange of the Note, but the Paying

Agent/Registrar will require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Note. In addition, the City hereby covenants with the Owners of the Note that it will (i) pay the reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Note, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer, registration and exchange of the Note as provided herein.

(f) Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange the Note called for redemption, in whole or in part, within 45 days of the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled balance of a Note.

Section 3.07. Cancellation and Authentication.

(a) Any Note paid before scheduled maturity in accordance with this Ordinance, and any Note in lieu of which exchange Note or replacement Note is authenticated and delivered in accordance with this Ordinance, shall be canceled and destroyed upon the making of proper records regarding such payment, exchange or replacement. The Paying Agent/Registrar shall periodically furnish the City with certificates of destruction of such Note.

(b) Each substitute Note issued pursuant to the provisions of Sections 3.06 and 3.08 of this Ordinance, in exchange for or replacement of any Note issued under this Ordinance, shall have printed thereon a Paying Agent/Registrar's Authentication Certificate, in the form hereinafter set forth. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Note, manually sign and date such Certificate, and no such Note shall be deemed to be issued or outstanding unless such Certificate is so executed. No additional ordinances, orders, or resolutions need be passed or adopted by the City Council or any other body or person so as to accomplish the foregoing exchange or replacement of any Note, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Note in the manner prescribed herein, and said Note shall be of customary type and composition. Pursuant to Title 9, Tex. Gov't Code Ann., as amended, and particularly Chapter 1201, Subchapter D thereof, the duty of exchange or replacement of Note as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the above Paying Agent/Registrar's Authentication Certificate, the exchanged or replaced Note shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Note which was originally delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(c) A Note issued in exchange or replacement of any other Note (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Note to be payable only to the registered owners thereof, (ii) may be transferred and assigned in whole, but not in part, (iii) may be exchanged for another Note, (iv) shall have the characteristics, (v) shall be signed and sealed, and (vi) shall be payable as to principal of and interest, all as

provided, and in the manner required or indicated, in the Form of Note set forth in this Ordinance.

Section 3.08. Replacement Note.

(a) Upon the presentation and surrender to the Paying Agent/Registrar, at the Designated Payment/Transfer Office, of a mutilated Note, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Note of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Note to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected herewith.

(b) In the event that any Note is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Note has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Note of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Note;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the City to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Note, a bona fide purchaser of the original Note in lieu of which such replacement Note was issued presents for payment such original Note, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Note from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Note has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Note, may pay such Note.

(e) Each replacement Note delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Note in lieu of which such replacement Note is delivered.

ARTICLE IV

REDEMPTION OF NOTE BEFORE MATURITY

Section 4.01. Limitation on Redemption.

The Note shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.02. Redemption of Note Prior to Maturity.

The Note may be redeemed, in whole, or in part, on or after February 15, 2017, by payment of an amount equal to the principal then outstanding plus accrued interest thereon to the date of redemption.

Section 4.03. Notice of Redemption to Owners.

(a) If the Purchaser is not the Owner of the Note at the time of redemption of the Note, the Paying Agent/Registrar shall give notice of any redemption of the Note by sending notice by United States mail, first class postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of the Note, at the address shown on the Register.

(b) The notice shall state the redemption date, the redemption price, the place at which the Note is to be surrendered for payment, and, if applicable, an identification of the Note to be redeemed.

(c) At all times while the Purchaser is the Owner of the entire outstanding principal amount of the Note according to the Register, but only at such times, written notice of any redemption of the Note shall be given by the City to the Purchaser not less than 30 days before the date fixed for redemption by (i) personal delivery of such notice to the Purchaser at its address appearing on the Register or at its principal corporate office, or (ii) deposit of such notice in the United States mail, first class postage prepaid, addressed to the Purchaser at either such address. Each such notice of redemption shall state the redemption date, the redemption price and, if applicable, the principal amounts of each maturity of the Note to be redeemed. Any notice of redemption given to the Purchaser in the manner provided by this subsection (c) shall be deemed sufficient and complete notwithstanding the provisions of Sections 4.02 and 4.04 hereof, or the provisions of the Note, with respect to notices of redemption of the Note.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.04. Payment Upon Redemption.

(a) On or before each redemption date, the Paying Agent/Registrar shall make provision for the payment of the Note to be redeemed on such date by setting aside and holding in trust an amount from the Interest and Sinking Fund or otherwise received by the Paying Agent/Registrar from the City sufficient to pay the principal of, premium, if any, and accrued interest on such Note.

(b) Upon presentation and surrender of any Note called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, premium, if any, and accrued interest on such Note to the date of redemption from the money set aside for such purpose.

Section 4.05. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.03 of this Ordinance, the Note called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in the payment of the principal thereof, premium, if any, or accrued interest thereon, such Note shall cease to bear interest from and after the date fixed for redemption, whether or not such Note is presented and surrendered for payment on such date.

(b) If any Note called for redemption is not so paid upon presentation and surrender of such Note for redemption, such Note shall continue to bear interest at the rate stated on the Note until paid or until due provision is made for the payment of same.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

(a) The City hereby appoints BOKF, N.A., dba Bank of Texas, as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfer and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owner and record in the Register the address of such Owner of each Note to which payments with respect to the Note shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity.

(b) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Note. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Note, and of all exchanges and replacements of such Note, as provided in this Ordinance.

(c) The execution and delivery of a Paying Agent/Registrar Agreement, specifying the duties and responsibilities of the City and the Paying Agent/Registrar, is hereby approved with such changes as may be approved by the Mayor of the City, and the Mayor and City Secretary of the City are hereby authorized to execute such agreement.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be (i) a commercial bank, trust company, or other entity duly qualified and legally authorized under applicable law, (ii) authorized under such laws to exercise trust powers, (iii) subject to supervision or examination by a federal or state governmental authority, and (iv) a single entity.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Note is outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04. Termination.

The City reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated a certified copy of a resolution of the City (i) giving notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar.

Section 5.05. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first class postage prepaid, at the address in the Register, stating the effective date of the change and the name of the replacement Paying Agent/Registrar and the mailing address of its Designated Payment/Transfer Office.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby.

Section 5.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Note to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE NOTE

Section 6.01. Form Generally.

(a) The Note, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on the Note, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Note, as evidenced by their execution thereof.

(b) Any portion of the text of any Note may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Note.

(c) The Note shall be printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other manner, all as determined by the officers executing such Note, as evidenced by their execution thereof.

Section 6.02. Form of Note.

The form of Note, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Note, shall be substantially as follows:

(a) [Form of Note]

TRANSFER OF OWNERSHIP OF THIS NOTE IS SUBJECT TO CERTAIN LIMITATIONS SET FORTH IN THE NOTE ORDINANCE. REFERENCE IS HEREBY MADE TO THE NOTE ORDINANCE FOR A DESCRIPTION OF SUCH LIMITATIONS.

REGISTERED

REGISTERED

No. R-1

\$2,200,000

**United States of America
State of Texas**

**CITY OF LAGO VISTA, TEXAS
LIMITED TAX NOTE
SERIES 2015**

| INTEREST RATE | FINAL MATURITY DATE | ORIGINAL ISSUE DATE | CLOSING DATE |
|----------------------|----------------------------|----------------------------|---------------------|
| 2.160% | February 15, 2022 | June 18, 2015 | June 18, 2015 |

The City of Lago Vista, Texas (the "City"), for value received, hereby promises to pay to

BOKF, N.A., dba Bank of Texas

or registered assigns, on February 15 in the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

| Years | Principal Installments | Interest Rates |
|--------------|-------------------------------|-----------------------|
| 2016 | \$70,000 | 2.160% |
| 2017 | \$185,000 | 2.160% |
| 2018 | \$310,000 | 2.160% |
| 2019 | \$341,000 | 2.160% |
| 2020 | \$349,000 | 2.160% |
| 2021 | \$356,000 | 2.160% |
| 2022 | \$589,000 | 2.160% |

the sum of

\$2,200,000

and to pay interest on such principal amount outstanding from the later of the Closing Date specified above or the most recent interest payment date to which interest has been paid or provided for to the final maturity specified above, or the date or prepayment prior to maturity, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on February 15 and August 15 of each year commencing February 15, 2016.

The principal of this Note shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Note at the office in Houston, Texas (the "Designated Payment/Transfer Office"), of the Paying Agent/Registrar executing the registration certificate appearing hereon, or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Note is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangements acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the person to whom interest is to be paid. For the purpose of the payment of interest on this Note, the registered owner shall be the person in whose name this Note is registered at the close of business on the "Record Date," which shall be the last business day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date", which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Note appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Note is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Note is a fully registered note as specified in the title hereof issued in the aggregate principal amount of \$2,200,000 (herein referred to as the "Note"), issued pursuant to a certain Ordinance of the City Council of the City (the "Ordinance") for the purpose of (i) constructing, improving, extending, enlarging and equipping improvements, extensions and additions to the City's water and wastewater system, including constructing, improving and equipping a water treatment plant, (ii) constructing, improving, extending, upgrading and developing streets, bridges, sidewalks and drainage improvements, intersections and related traffic improvements, including purchasing any necessary right-of-way, (iii) constructing, improving, extending, enlarging and equipping City parks, including purchasing property in connection therewith, and

(iv) paying the costs of professional services in connection therewith including legal, fiscal and engineering fees and the costs of issuance of the Note.

The Note may be redeemed, in whole, or in part, on or after February 15, 2017, by payment of an amount equal to the principal then outstanding plus accrued interest thereon to the date of redemption.

If the Purchaser is not the Owner of the Note, notice of such redemption shall be sent by United States mail, first class postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of the Note to be redeemed. Notice having been so given, the Note or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice, and from and after such date, notwithstanding that any of the Note so called for redemption shall not have been surrendered for payment, interest on such Note shall cease to accrue.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Note is transferable upon surrender of this Note for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar, and, thereupon, one new fully registered Note of the same stated maturity in the denomination of the aggregate principal amount hereof, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Note called for redemption, in whole, or in part, within 45 days of the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the holder of the uncalled balance of a Note.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Note is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Note be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

NOTWITHSTANDING THE FOREGOING, the Note may not be transferred to any person, firm or other entity, unless prior to such transfer the Registered Owner of the Note obtains and delivers to the City a certificate, executed by the person, firm or other entity to whom the Note is to be transferred (the "Transferee") and in form acceptable to the City, certifying that: (A) the Transferee is an "accredited investor" within the meaning of Regulation D promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended, or a state or national bank organized under the laws of the United States; (B) the Transferee has sufficient knowledge and experience in financial and business matters, including purchase and ownership of tax-exempt municipal obligations, to be able to evaluate the economic risks and merits of the investment represented by the purchase of the Note; (C) the Transferee has made its own inquiry and analysis with respect to the Note and the security

therefor, and has either been furnished with or has had access to all necessary information that it desires in order to enable it to make an informed decision concerning the investment evidenced by the Note; and (D) the Transferee is purchasing the Note for its own account and not with a view to, and with no then present intention of, distributing or reselling the Note or any part thereof and that in the event the Transferee sells or otherwise disposes of the Note that such sale or disposition shall be made only to an investor described in (A), above, and that such investor shall execute and provide to the Transferee and to the City a certificate as required by and to the effect provided in this subsection. Upon receipt and acceptance of said certificate, the City shall notify the Paying Agent/Registrar in writing that the requirements of this section have been satisfied and the name of the person, firm or other entity to whom the Note may be transferred.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Note and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Note have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Note, does not exceed any constitutional or statutory limitation.

IT IS FURTHER CERTIFIED that the City has designated the Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b) of the Internal Revenue Code of 1986.

IN WITNESS WHEREOF, this Note has been duly executed on behalf of the City, under its official seal, in accordance with law.

| | |
|---|------------------------------------|
| City Secretary City of Lago Vista, Texas | Mayor City of Lago Vista, Texas |
|---|------------------------------------|

[CITY SEAL]

(b) [Form of Payment Record]

PAYMENT RECORD

| Date of Payment | Principal Payment (amount and installment(s) to which payment is applied) | Remaining Principal Balance | Name and Title of Authorized Officer Making Entry | Signature of Authorized Officer |
|-----------------|--|-----------------------------|---|---------------------------------|
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(c) [Form of Certificate of Paying Agent/Registrar]

CERTIFICATE OF PAYING AGENT/REGISTRAR

This is the Note referred to in the within mentioned Ordinance. The series of Notes of which this Note is a part was originally issued as one Note which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

BOKF, N.A., dba Bank of Texas
Houston, Texas, as Paying Agent/Registrar

Dated: _____ By: _____
Authorized Signatory

(d) [Form of Assignment]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto (print or typewrite name, address and zip code of transferee):

(Social Security or other identifying number: _____) the within Note and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

reasonably obtainable. The Note shall initially be registered in the name of BOKF, N.A., dba Bank of Texas.

(b) All officers of the City are authorized to take such actions and to execute such documents, certificates and receipts as they may deem necessary and appropriate in order to consummate the delivery of the Note.

(c) The obligation of the Purchaser to accept delivery of the Note is subject to the Purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., Bond Counsel for the City, which opinion shall be dated as of and delivered on the Closing Date. The engagement of such firm as bond counsel to the City in connection with issuance, sale and delivery of the Note is hereby approved and confirmed. The execution and delivery of an engagement letter between the City and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor or the City Manager, and the Mayor or the City Manager is hereby authorized to execute such engagement letter.

Section 7.02. Control and Delivery of Note.

(a) The Mayor of the City is hereby authorized to have control of the initial Note and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Note shall be made to the Purchaser under and subject to the general supervision and direction of the Mayor of the City, against receipt by the City of all amounts due to the City under the terms of sale.

Section 7.03. Financial Reporting.

While the Note remains outstanding, unless waived by the Purchaser, the City shall provide the following to the Purchaser:

(i) Audited financial statements, to be provided within 180 days after the close of each City fiscal year;

(ii) Annual budget reports in a form reasonably acceptable to the Purchaser, to be provided within 120 days after approval by the City Council of the City; and

(iii) Such other financial information regarding the City as the Purchaser shall reasonably request.

ARTICLE VIII

CREATION OF FUNDS AND ACCOUNTS; DEPOSIT OF PROCEEDS; INVESTMENTS

Section 8.01. Creation of Funds.

(a) The City hereby establishes the following special funds or accounts:

(i) the City of Lago Vista, Texas, Limited Tax Note, Series 2015, Interest and Sinking Fund (the "Interest and Sinking Fund"); and

(ii) the City of Lago Vista, Texas, Limited Tax Note, Series 2015, Project Fund (the "Project Fund").

(b) The Interest and Sinking Fund and Project Fund shall be maintained at an official depository of the City.

Section 8.02. Interest and Sinking Fund.

(a) The taxes levied under Section 2.01 of this Ordinance shall be deposited to the credit of the Interest and Sinking Fund at such times and in such amounts as necessary for the timely payment of the principal of and interest on the Note.

(b) Money on deposit in the Interest and Sinking Fund shall be used to pay the principal of and interest on the Note as such become due and payable.

Section 8.03. Security of Funds.

All moneys on deposit in the funds referred to in this Ordinance shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and moneys on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

Section 8.04. Deposit of Proceeds.

(a) Proceeds from the sale of the Note received on the Closing Date shall be deposited to the Project Fund, such moneys to be dedicated and used for the purposes specified in Section 3.01 hereof and for paying the costs of issuance with respect to the Note.

(b) Any proceeds of the Note that are not required for the purposes for which the Note is issued shall be deposited to the Interest and Sinking Fund.

Section 8.05. Investments.

(a) Proceeds of the Note and money in the Interest and Sinking Fund, at the option of the City, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.06. Investment Income.

Interest and income derived from investment of any fund created by this Ordinance shall be credited to such fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Note.

While the Note is outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay the interest on and the principal of the Note, as applicable, as will accrue or mature on each applicable Interest Payment Date.

Section 9.02. Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Note; the City will promptly pay or cause to be paid the principal of, interest on, and premium, if any, with respect to, each Note on the dates and at the places and manner prescribed in such Note; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Note; all action on its part for the creation and issuance of the Note has been duly and effectively taken; and the Note in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.03. Covenants Regarding Tax Exemption of Interest on the Note.

(a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Note as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on

which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Note or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Note, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Note or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Note (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Note being treated as a "private activity bond" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Note being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Note, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Note, other than investment property acquired with --

(A) proceeds of the Note invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Note is issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Note;

(7) to otherwise restrict the use of the proceeds of the Note or amounts treated as proceeds of the Note, as may be necessary, so that the Note does not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Note) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Note has been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Note. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Note, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Note under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Note, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Note under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Note. This Ordinance is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 3.01 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the

proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Note, or (2) the date the Note is retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Note. For purposes of this subsection, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the property constituting the Project will not be sold or otherwise disposed of in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Note. For purposes of this subsection, the portion of the property comprising personal property and disposed of in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this subsection, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Designation as Qualified Tax-Exempt Obligations. The City hereby designates the Note as "qualified tax-exempt bonds" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the City represents, covenants and warrants the following: (a) that during the calendar year in which the Note is issued, the City (including any subordinate entities) has not designated nor will designate bonds, which when aggregated with the Note, will result in more than \$10,000,000 of "qualified tax-exempt bonds" being issued; (b) that the City reasonably anticipates that the amount of tax-exempt obligations issued, during the calendar year in which the Note is issued, by the City (or any subordinate entities) will not exceed \$10,000,000 and (c) that the City will take such action or refrain from such action as necessary, and as more particularly set forth in this Section, in order that the Bonds will not be considered "private activity bonds" within the meaning of section 141 of the Code.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an "Event of Default," to-wit:

(i) the failure to make payment of the principal of or interest on the Note when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Owner, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Owner to the City.

Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then and in every case any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of the Note then outstanding.

Section 10.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Note or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Note shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XI

DEFEASANCE AND REFUNDING

Section 11.01. Defeasance of Note.

(a) Any Note and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Note") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such

Note, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until the Defeased Note shall have become due and payable or (3) any combination of (1) and (2). At such time as a Note shall be deemed to be a Defeased Note hereunder, as aforesaid, such Note and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Note as aforesaid when proper notice of redemption of such Note shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the City Council also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Note and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City Council.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Note and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Note and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until the Defeased Note shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Note the same as if it had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of Note and such Note shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Note affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Note to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Note for redemption in accordance with the provisions of this Ordinance, the City may call such Defeased Note for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Note as though it was being defeased at the time of the exercise of the option to redeem the Defeased Note and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Note.

ARTICLE XII
AMENDMENTS; FURTHER PROCEDURES; SEVERABILITY; AND PAYMENT OF
ATTORNEY GENERAL FEE

Section 12.01. Amendments.

This Ordinance shall not be amended or repealed by the City while any Note remains outstanding, except as permitted by this Section. The City, without the consent of or notice to any Owner, from time to time and at any time, may amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City, with the written consent of Owners holding a majority in aggregate principal amount of the Note then outstanding affected thereby, may amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of then outstanding Note, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Note, reduce the principal amount thereof, redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Note, (ii) give any preference to any Note over any other Note, or (iii) reduce the aggregate principal amount of Note required for consent to any such amendment, addition, or rescission.

Section 12.02. Further Procedures.

The officers and employees of the City are hereby authorized and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of and under the corporate seal of the City all such instruments, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Note and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Note, the Mayor or City Manager of the City, and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Note by the Attorney General of Texas. In the event that any officer

of the City whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 12.03. Severability.

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance is held to be invalid or unenforceable, the remainder of this Ordinance and the application of such section, article, paragraph, sentence, clause, phrase or word to other persons and circumstances nevertheless shall be valid and enforceable; and it is hereby declared that this Ordinance would have been enacted without such invalid or unenforceable provision.

Section 12.04. Payment of Attorney General Fee. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Note or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Note.

[Execution page follows]

FINALLY PASSED, APPROVED AND EFFECTIVE this 21st day of May, 2015.

Mayor, City of Lago Vista, Texas

ATTEST:

City Secretary, City of Lago Vista, Texas

[CITY SEAL]

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT entered into as of June 18, 2015 (this "Agreement"), by and between the City of Lago Vista, Texas (the "Issuer"), and BOKF, N.A. dba Bank of Texas, a national banking association duly organized and existing under the laws of the United States of America (the "Bank").

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its Limited Tax Note, Series 2015 (the "Security") in the aggregate principal amount of \$2,200,000, such Security to be issued in fully registered form only as to the payment of principal and interest thereon; and

WHEREAS, the Security is scheduled to be delivered to the initial purchaser thereof on or about June 18, 2015; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Security and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Security;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01. Appointment.

The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Security. As Paying Agent for the Security, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Security as the same become due and payable to the registered owners thereof, all in accordance with this Agreement and the "Ordinance" (hereinafter defined).

The Issuer hereby appoints the Bank as Registrar with respect to the Security. As Registrar for the Security, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Security and with respect to the transfer and exchange thereof as provided herein and in the "Ordinance."

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Security.

Section 1.02. Compensation.

As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank \$300.00 annually until the Note's Stated Maturity. In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO

DEFINITIONS

Section 2.01. Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Bank Office" means the principal corporate trust office of the Bank as indicated on the signature page hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Fiscal Year" means the fiscal year of the Issuer, ending September 30.

"Holder" and "Security Holder" each means the Person in whose name a Security is registered in the Security Register.

"Issuer Request" and "Issuer Ordinance" means a written request or order signed in the name of the Issuer by the Mayor or City Manager of the Issuer, or any one or more of said officials, and delivered to the Bank.

"Legal Holiday" means a day on which the Bank is required or authorized to be closed.

"Ordinance" means the ordinance of the governing body of the Issuer pursuant to which the Security is issued, certified by the City Secretary or any other officer of the Issuer and delivered to the Bank.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Predecessor Security" of any particular Security means every previous Security evidencing the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Ordinance).

"Redemption Date" when used with respect to any Security to be redeemed means the date fixed for such redemption pursuant to the terms of the Ordinance.

"Responsible Officer" when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Security Register" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfer of the Security.

"Stated Maturity" means the date specified in the Ordinance when the principal of the Security is scheduled to be due and payable.

Section 2.02. Other Definitions.

The terms "Bank," "Issuer," and "Security" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE

PAYING AGENT

Section 3.01. Duties of Paying Agent.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of each Security at its Stated Maturity or Redemption Date to the Holder upon surrender of the Security to the Bank at the Bank Office.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on the Security when due, by computing the amount of interest to be paid each Holder and preparing and sending checks by United States Mail, first class postage prepaid, on each payment date, to the Holder of the Security (or its Predecessor Security) on the respective Record Date, to the address appearing on the Security Register or by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02. Payment Dates.

The Issuer hereby instructs the Bank to pay the principal of and interest on the Security on the dates specified in the Ordinance.

Section 3.03. Reporting Requirements.

To the extent required by the Internal Revenue Code of 1986, as amended, or the Treasury Regulations, the Bank shall report to or cause to be reported to the Holder and the Internal Revenue Service the amount of interest paid or the amount treated as interest accrued on the Note which is required to be reported by the Holder on its federal income tax return.

ARTICLE FOUR

REGISTRAR

Section 4.01. Security Register - Transfers and Exchanges.

The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register") and, if the Bank Office is located outside the State of Texas, a copy of such books and records shall be kept in the State of Texas, for recording the names and addresses of the Holder of the Security, the transfer, exchange and replacement of the Security and the payment of the principal of and interest on the Security to the Holder and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacement of the Security shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority (as successor to the National Association of Security Dealers), in form satisfactory to the Bank, duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Security.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Security, the exchange or transfer by the Holder thereof will be completed and a new Security delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Security to be canceled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02. Certificates.

At any time when the Security is not subject to a book-entry-only system of registration and transfer, the Issuer shall provide an adequate inventory of the printed Security to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of the printed Security will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such securities in safekeeping, which shall be not less than the care maintained by the Bank for securities of other political subdivisions or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03. Form of Security Register.

The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Security in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04. List of Security Holder.

The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05. Return of Canceled Certificates.

The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, the Security in lieu of which or in exchange for which another Security has been issued, or which has been paid.

Section 4.06. Mutilated, Destroyed, Lost or Stolen Security.

The Issuer hereby instructs the Bank, subject to the applicable provisions of the Ordinance, to deliver and issue a Security in exchange for or in lieu of a mutilated, destroyed, lost, or stolen Security as long as the same does not result in an overissuance.

In case any Security shall be mutilated, or destroyed, lost or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed lost or stolen Security, only after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost or stolen.

Section 4.07. Transaction Information to Issuer.

The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to any portion of the Security it has paid pursuant to Section 3.01, Security it has delivered upon the transfer or exchange of any Security pursuant to Section 4.01, and Security it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Security pursuant to Section 4.06.

ARTICLE FIVE

THE BANK

Section 5.01. Duties of Bank.

The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Security, but is protected in acting upon receipt of a Security containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

Section 5.03. Recitals of Issuer.

The recitals contained herein with respect to the Issuer and in the Security shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holder of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04. May Hold Security.

The Bank, in its individual or any other capacity, may become the owner or pledgee of the Security and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05. Moneys Held by Bank.

The Bank shall deposit any moneys received from the Issuer into a trust account to be held in a fiduciary capacity for the payment of the Security, with such moneys in the account that exceed the deposit insurance available to the Issuer by the Federal Deposit Insurance Corporation, to be fully collateralized with the Security or obligations that are eligible under the laws of the State of Texas to secure and be pledged as collateral for trust accounts until the principal and interest on such Security have been presented for payment and paid to the owner thereof. Payments made from such trust account shall be made by check drawn on such trust account unless the owner of such Security shall, at its own expense and risk, request such other medium of payment.

Subject to the Unclaimed Property Law of the State of Texas, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for three years after the final maturity of the Security has become due and payable will be paid by the Bank to the Issuer if the Issuer so elects, and the Holder of such Security shall hereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such monies shall thereupon cease. If the Issuer does not elect, the Bank is directed to report and dispose of the funds in compliance with Title Six of the Texas Property Code, as amended.

Section 5.06. Indemnification.

To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07. Interpleader.

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the State and County where the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court located in the State and County where the Issuer is located of competent jurisdiction to determine the rights of any Person claiming any interest herein.

Section 5.08. Depository Trust Company Services.

It is hereby represented and warranted that, in the event the Security is otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements," effective August 1, 1987, which establishes requirements for Security to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE SIX

MISCELLANEOUS PROVISIONS

Section 6.01. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. Notices.

Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses set forth below:

Issuer

City of Lago Vista
5803 Thunderbird Drive
P.O. Box 4727
Lago Vista, Texas 78645
Attn: City Manager

Paying Agent/Registrar

BOKF, N.A. dba Bank of Texas
1401 McKinney St, Ste. 1000
Houston, Texas 77010-4043
Attn: Chris O'Brien

Section 6.04. Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns.

All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Any corporation or association into which the Bank may be converted or merged, or with which it may be consolidated, or to which it may sell, lease, or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a party, ipso facto, shall be and become successor Paying Agent/Registrar hereunder and vested with all of the powers, rights, obligations, duties, remedies, discretions, immunities, privileges, and all other matters as was its predecessor, without the execution or filing of any instruments or any further act, deed, or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 6.06. Severability.

In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.08. Entire Agreement.

This Agreement and the Ordinance constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Ordinance, the Ordinance shall govern.

Section 6.09. Counterparts.

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

Section 6.10. Termination.

This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Security to the Holder thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holder of the Security of the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Security.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Security, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BOKF, N.A. dba Bank of Texas

By: _____

Title: _____

CITY OF LAGO VISTA, TEXAS

By: _____
Mayor

- 6.. Discussion, consideration, action with respect to an “Ordinance Authorizing the Issuance and Sale of \$2,200,000 City of Lago Vista, Texas, Limited Tax Note, Series 2015; prescribing the Form of the Note; Levying an Ad Valorem Tax to Pay the Note; Awarding the Sale Thereof; and Enacting Other Provisions Relating Thereto.”

PUBLIC HEARING

- 7. *PUBLIC HEARING*** The City Council will conduct a public hearing to obtain citizen input regarding the revised Library Internet Use & Safety Policy.



AGENDA ITEM

City of Lago Vista

To: Mayor & City Council Council Meeting: May 21, 2015

From: Jan Steele, Library Director

Subject: Approval of the revised Library Internet Use & Safety Policy

Request: Public Hearing Legal Document: Other Legal Review:

EXECUTIVE SUMMARY:

Earlier this year, the Library applied for an E-Rate discount on the Library's phone and Internet service. The E-Rate program, funded by the Universal Service Fund (USF) under direction of the Federal Communications Commission (FCC), provides discounted phone, Internet access, and internal connections to eligible schools and libraries.

To qualify for E-Rate discounts, a school or library must be in compliance with the Child Internet Protection Act (CIPA), which among other things, requires that the Library have an Internet safety policy that includes technology protection measures that block or filter Internet access to pictures that are: (a) obscene; (b) child pornography; or (c) harmful to minors (for computers that are accessed by minors). Before adopting this Internet safety policy, schools and libraries must provide reasonable notice and hold at least one public hearing or meeting to address the proposal.

All Library computers available to minors are filtered to block harmful content. Also, the Library has had an Internet Use Policy that has been in effect since 1999. The Library Advisory Board (LAB) took this opportunity to revise the existing policy to include language that assures the public that the Library is CIPA compliant. The new title of the revised policy that was approved by the LAB on May 7, 2015 is Library Internet Use & Safety Policy.

The revised policy has been reviewed by the City Attorney.

Impact if Approved:

The Library will be in compliance with the CIPA act and will be able to move forward on its application for E-Rate discounts for the funding year that begins on July 1, 2015.

If the E-Rate application is approved, it is estimated that the Library could receive discounts of \$10.64 per month for the phone line and \$711.67 per month for the Internet access.

Impact if Denied:

The Library will have to withdraw its E-Rate application for this funding year.

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

Indicate Funding Source:

Suggested Motion/Recommendation/Action

Motion to:

Approve Item

Motion to:

Motion to:

Known As:

Motion to approve the Lago Vista Public Library's revised Library Internet Use & Safety Policy.

Agenda Item Approved by City Manager

Lago Vista Internet Use & Safety Policy

To fulfill its mission of providing public access to information of all types in a wide range of formats the Lago Vista Public Library provides public access to the Internet. The Internet is a global network comprised of information, multimedia resources and social networks representing a variety of viewpoints and perspectives.

A. Access

1. The Library provides access to Internet resources equally to all library patrons and upholds and affirms the right of each individual to have access to constitutionally protected material in accordance with the American Library Association's *Library Bill of Rights*.
2. The Library Advisory Board voted on May 7, 2015, to bring the Lago Vista Public Library in compliance with the Children's Internet Protection Act. The policy statements and procedures in this policy were established to comply with the Children's Internet Protection Act.
3. Patrons are prohibited from using the Library's network for illegal activity, to access illegal or obscene materials or to display material that violates the provisions of section 43.24 of the Texas Penal Code: Sale, Distribution or Display of Harmful Material to Minors.
4. Library staff members are available to assist patrons of all ages with information literacy: to access information efficiently and effectively, evaluate information critically and competently and use information accurately and creatively.
5. Library computers and networks may not be used for any purpose that violates federal, state, or local laws. Prohibited use includes, but is not limited to, "hacking" or otherwise attempting unauthorized use of the Library, City or other networks; attempting to interfere with or disrupt other users; attempting to evade security measures; invading the privacy of other users; violating software license agreements; or sending harassing, threatening or libelous messages or material.
6. Library Administration reserves the right to establish rules governing Internet use and consequences for misuse that are consistent with this Library Board Policy.
7. Not all information found on the Internet is accurate, complete, up-to-date or otherwise acceptable to all individuals. The Library is not responsible for the content of the Internet, changes in content of the sources to which the Library home pages link or for the content of sources accessed through secondary links.

B. Security & Privacy

1. The Lago Vista Public Library will not release information on the use of specific Internet resources by members of the public except as required by law or as necessary for the proper operation of the Library.
2. The Library is not responsible for the privacy practices or security of any web sites accessed by patrons.

3. The Lago Vista Public Library and the City of Lago Vista accept no liability for any loss of privacy or data patrons may experience, or any damage or harm arising from such loss.
4. Patrons are prohibited from making any attempt to gain unauthorized access to restricted files or networks, or to damage or modify library owned computer equipment or software. Patrons may download or save items on their own computer or peripheral storage device.

C. Internet Filtering

1. Internet access on all Lago Vista Public Library computers and other devices, including laptops, is filtered. The Library's Wi-Fi network is also filtered.
 - a. Library Internet access, including the Wi-Fi network, is filtered for images and videos containing adult content that would generally be considered obscene or pornographic in nature in accordance with section 43.21 of the Texas Penal Code.
 - b. No Internet filter is 100% effective, meaning that some sites that should be blocked may not be, while other sites that should not be blocked by filters could be blocked.
 - c. Patrons who encounter sites that they believe should be blocked or who are unable to access sites that they believe should not be blocked may request a review of the site in question.
 - d. Library staff may review the site in question and make a determination regarding the request as soon as possible.
2. To address the special concerns raised by access to the Internet by minors, the Lago Vista Public Library established the following Children's Internet Safety policy:
 - a. The Library respects parents' and guardians' right and responsibility to guide their children by monitoring their own children's use of Library materials and resources, including the Internet, and for determining what is appropriate for their own children.
 - b. Children and teens under the age of 18 may use Library computers only if their parents or legal guardians have given written permission.
 - c. The Lago Vista Public Library's goal is for children to have safe online experiences and prevent their exposure to harmful or inappropriate material. Towards this goal, the Lago Vista Public Library has taken the following initiatives:
 - i. Filtering Internet access for images and videos containing adult content that would generally be considered obscene or pornographic in nature.
 - ii. Encouraging parents to monitor and supervise their own children's use of the Library's computers and networks.

- iii. Providing specially configured computers for young children.
- iv. Providing child-friendly search engines on the children's page.
- v. Providing links to sites that help children learn Internet safety.
- vi. Providing staff who are trained to help children and parents find appropriate sites.
- vii. Enforcement of this policy.
- d. The Library promotes the safety and security of minors who use email, chat rooms, and other forms of direct electronic communication by:
 - i. Encouraging parents to monitor and supervise their own children's use of the Library's computers and networks.
 - ii. Encouraging parents to discuss Internet safety with their children.
 - iii. Enforcing this policy, which prohibits anyone (including minors), from engaging in unlawful activities.
 - iv. Discouraging minors from engaging in "hacking" and other unlawful access to data and networks.
- e. The Library helps prevent unauthorized disclosure, use and dissemination of minors' personal identification information by:
 - i. Encouraging parents to monitor and supervise their own children's use of Library computers and networks.
 - ii. Enforcing its own policies relating to privacy and confidentiality, which detail the types of personal information the Library collects and the conditions under which it releases that information.
 - iii. Providing information about Internet safety, including cautions against minors disclosing personal information.

D. Public Internet Access with Library-Owned Equipment

1. Library Administration reserves the right to set limits on Internet use session(s) a patron may have per day with Library-owned equipment.
2. Use of Library computers is limited to 30 minutes if other users are waiting.
3. Library staff may designate and restrict use of computer equipment.
4. Users must check in at the circulation desk before using Library computers. Users must have up-to-date Library membership. Visitors may use Library computers after showing current, valid photo identification.
5. It is a privilege to use Library computers. Users may not disrupt or disturb other computer users around them.

E. Public Wireless Internet Access

1. The Lago Vista Public Library provides access to the Internet via a wireless network (Wi-Fi) for patrons to use with their own personal computing equipment and other mobile devices.
 - a. Wi-Fi access provided by the library is filtered for images and videos containing adult content that would generally be considered obscene or

pornographic in nature. Wi-Fi access is secured. Anti-virus, security and privacy protection are the responsibility of the patron.

- b. Patrons using Library provided Wi-Fi must comply with this Library Board Policy and with any additional rules published in conjunction with this policy.
- c. Patrons are responsible for having the proper hardware, software and network settings on their wireless device to connect to the Library provided Wi-Fi.
- d. The Library is not responsible for any theft, damage or misuse of patrons' computing devices or peripherals and other mobile devices while the devices are in use in the Library.

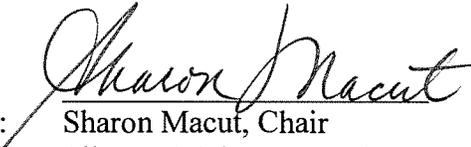
F. Compliance

1. Failure to comply with this Library Board Policy, or misuse of the Library's networks or computers, including patrons' personal laptops and other mobile devices connected to Lago Vista Public Library's Wi-Fi, may result in the loss of computer access privileges, potential loss of library privileges and possible criminal prosecution.
2. Any attempts to gain unauthorized access to restricted files or networks, to damage or modify Library owned computer equipment or software will result in the loss of computer access privileges, potential loss of Library privileges and possible criminal prosecution.

This policy was formerly known as the Internet Use Policy

Created: April 20, 1999

Revised: May 7, 2015

Approved: 
Sharon Macut, Chair
Library Advisory Board
May 7, 2015

8. Discussion, consideration, action if any re: Approval of the revised Library Internet Use & Safety Policy.

PUBLIC HEARING

9. ***PUBLIC HEARING*** The City Council will conduct a public hearing to obtain citizen input regarding a conditional use to allow for an increase in height from 9' to 11.4' for a new 120 square foot accessory building (tool shed).



AGENDA ITEM

City of Lago Vista

To: Mayor & City Council Council Meeting: May 21, 2015

From: David Harrell, AICP, Director

Subject: Consideration by the City Council of a conditional use to allow for an increase in height from 9' to 11.4' for a new 120 square foot accessory building (tool shed).

Request: Public Hearing Legal Document: Other Legal Review:

EXECUTIVE SUMMARY:

Please see attached staff report.

The Planning & Zoning Commission heard the item at their May 14, 2015 meeting date. At that meeting the Commission recommended approval by a vote of 6 to 0 with the condition the height be increased from 11.4' to 12' since the foundation was not taken into consideration.

Impact if Approved:

The applicant can begin pulling a permit to place the accessory building (tool shed).

Impact if Denied:

The applicant must look for an accessory building that is no more than 9 feet in height and then begin pulling permits to place the accessory building (tool shed).

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

Indicate Funding Source:

Not Applicable

Suggested Motion/Recommendation/Action

Motion to:

Approve Item

Motion to:

Deny Item

Motion to:

Table Item

Known As:

ZON-1037

Agenda Item Approved by City Manager



Development Services Department

STAFF REPORT

Application for Conditional Use

File Number: ZON 1037

Date: May 5, 2015

Applicant: Tommy Thompson

Representative: SAME

Hearing Dates: Planning & Zoning Commission – May 14, 2015
City Council – May 21, 2015

Location: 20531 Highland Lakes Dr.

APPLICATION SUMMARY

Recommendation by the Planning & Zoning Commission and consideration by the City Council of a conditional use to allow for an increase in height from 9' to 11.4' for a new 120 square foot accessory building (tool shed).

TECHNICAL REVIEW

The Development Services Department has reviewed this request and there are no outstanding comments/issues. In the case that the item is approved, all site engineering, drainage and required infrastructure improvements will be reviewed pursuant to the established Development Review Process to ensure that the Development has met all applicable Federal, State and local regulations and permitting requirements. No permits authorizing Development shall be issued prior to compliance with all applicable regulations.

DEVELOPMENT REVIEW DEPARTMENT COMMENTS

This conditional use is to allow placement of an accessory building (tool shed) approximately 2.4' feet higher than allowed by the zoning code (Chapter 14). This accessory building will be a prefabricated building similar to the pictures shown in attachment 3. The applicant has cited there is not enough space in a nine (9) foot building versus the proposed 11.4' building and would be more environmentally satisfactory.

FINDINGS OF FACT

The only finding of fact associated with the application is does the proposed 2.4' higher height balance the private need and benefits against the impact and effect on an area or neighborhood. Application of "balance the private need and benefits against the impact and effect on an area or neighborhood" can only be applied to the requested 2.4' since an accessory building can be built at the location by right and that request is only for that height.

Staff doesn't believe that the "balance the private need and benefits against the impact and effect on an area or neighborhood" will be significantly affected by allowing the 2.4' height increase for the accessory building. The building will be placed in a lower area of the property as shown in the attachments which will make the building appear to have less height than actually built. Also the building is a considerable distance from the roadway and sufficiently placed beyond the minimum setbacks of five (5) feet to offset the height increase from present and future neighbors.

Staff would recommend approval of this request.

ATTACHMENTS

Additional information is provided through attached exhibits.

1. Application
2. Site Plan and Location Photos
3. Example Pictures
4. Maps

Attachment 1
Application



CITY OF LAGO VISTA

Conditional Use Permit

Name: Tommy N. Thompson

Address: 20531 Highlands Lake Dr Lago Vista, TX 78645

Lot #: 10014A

Subdivision: _____

Telephone #: (512) 291-3975

Date of Application: April 2, 2015

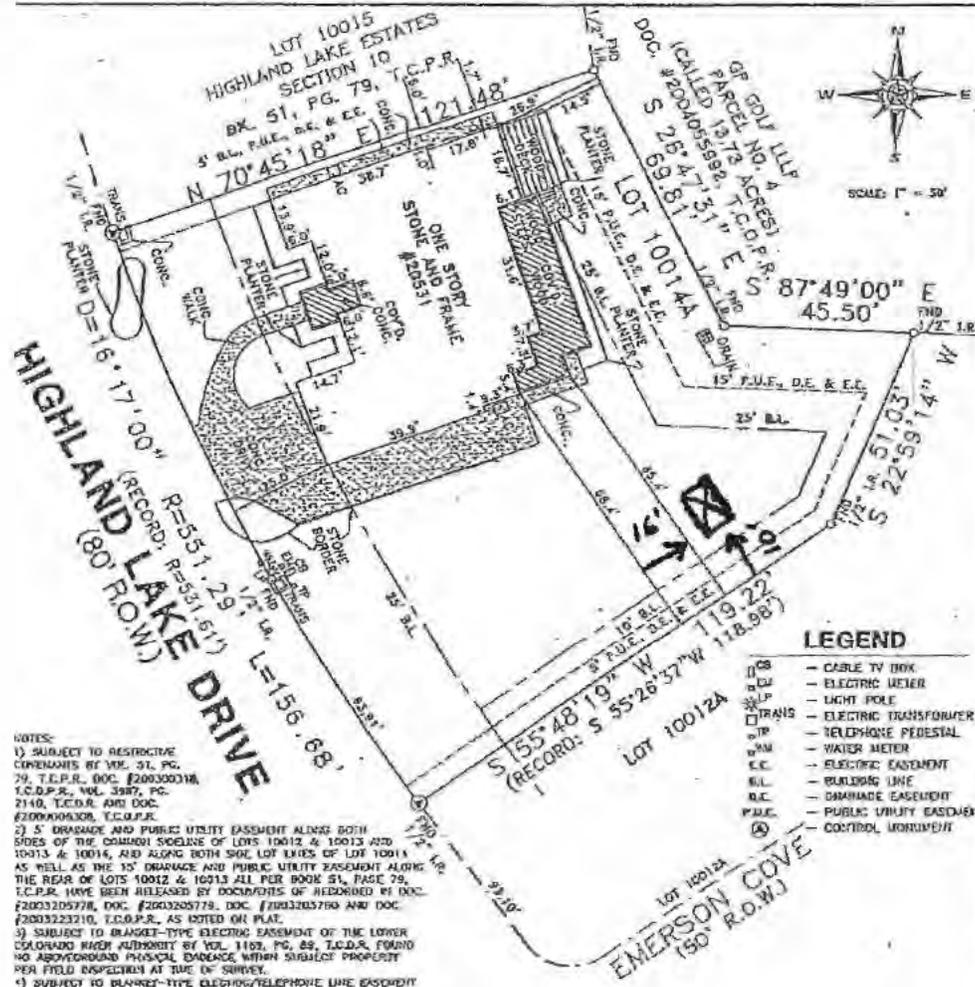
Signature: Tommy N. Thompson

Conditional Use Permit is being sought for:

Relaxation of the 9' rule in height. Request
11' 4". Reason, There is not enough in the 9'
building. Also environmentally it would definitely
be more satisfactory.

Please attach a to-scale drawing of the improvements that would be provided.

Attachment 2
Site Plan & Location Photos



NOTES:

- 1) SUBJECT TO RESTRICTIVE COVENANTS BY VOL. 31, PG. 79, T.C.P.R., DOC. #200300318, T.C.D.R., VOL. 387, PG. 2140, T.C.D.R. AND DOC. #200000308, T.C.C.P.R.
- 2) 5' DRAINAGE AND PUBLIC UTILITY EASEMENT ALONG BOTH SIDES OF THE COMMON SIDELINE OF LOTS 10012 & 10013 AND 10013 & 10014, AND ALONG BOTH SIDE LOT LINES OF LOT 10014 AS WELL AS THE 15' DRAINAGE AND PUBLIC UTILITY EASEMENT ALONG THE REAR OF LOTS 10012 & 10013 ALL PER BOOK 51, PAGE 79, T.C.P.R. HAVE BEEN RELEASED BY DOCUMENTS OF RECORD BY DOC. #2003205778, DOC. #2003205779, DOC. #2003205780 AND DOC. #2003223210, T.C.C.P.R., AS NOTED ON PLAT.
- 3) SUBJECT TO BRACKET-TYPE ELECTRIC EASEMENT OF THE LOWER COLORADO RIVER AUTHORITY BY VOL. 1102, PG. 65, T.C.D.R. FOUND NO ABOVEGROUND PHYSICAL EVIDENCE WITHIN SUBJECT PROPERTY PER FIELD INSPECTION AT TIME OF SURVEY.
- 4) SUBJECT TO BRACKET-TYPE TELEPHONE/TELEPHONE LINE EASEMENT TO FERRISVILLE ELECTRIC COOPERATIVE, INC. BY VOL. 3550, PG. 1676, T.C.D.R. FOUND NO ABOVEGROUND PHYSICAL EVIDENCE WITHIN SUBJECT PROPERTY PER FIELD INSPECTION AT TIME OF SURVEY.
- 5) 5' ELECTRIC EASEMENT (SIDE) AND 15' ELECTRIC EASEMENT (REAR) BY VOL. 4150, PG. 1485, AND VOL. 4750, PG. 2048, T.C.D.R.
- 6) BUILDING LINE RESTRICTIONS BY VOL. 3974, PG. 2140, T.C.D.R.
- 7) CONCRETE 12" WITHIN 5' PUBLIC UTILITY, DRAINAGE & ELECTRIC EASEMENT (SIDE) AS SHOWN.
- 8) STONE PLANTER IS WITHIN 15' PUBLIC UTILITY, DRAINAGE AND ELECTRIC EASEMENT (REAR) AS SHOWN.

ALL BEARINGS ARE BASED ON THE RECORDED PLAT UNLESS OTHERWISE NOTED. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. FLOOD ZONE DETERMINED BY GRAPHIC PLOTTING ONLY. WE DO NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION. THIS SURVEY HAS BEEN COMPILED IN ACCORDANCE WITH INFORMATION OBTAINED IN THE TITLE COMMITMENT REFERENCED IN BY NO. 378155-AB40

| | | | | | | | | |
|-------------|--|-----------|--|---------|-------|-------------|--|---|
| LOT | 10014A | BLOCK | | SECTION | 2311 | SUBDIVISION | REPLAT OF LOTS 10011, 10012, 10013 & 10014 HIGHLAND LAKE ESTATES | THIS TRACT IS LOCATED WITHIN FLOOD ZONE "A" (UNSHADED) ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 481588 0782 F, REVISED APRIL 15, 2002. |
| RECORDATORY | DOCUMENT #200300318, T.C.C.P.R. | COUNTY | TRAVIS | STATE | Texas | SURVEY | | |
| LENDER CO. | FIRST HORIZON | TITLE CO. | FIRST AMERICAN TITLE INSURANCE COMPANY | | | | | |
| PURCHASER | WILLIAM GERTZ AND PATRICIA GERTZ | | | | | | JOB NO. | 14910 |
| ADDRESS | 20355 HIGHLAND LAKE DRIVE, LAGO VISTA, TEXAS 78045 | | | | | | | |

Windrose Land Services Austin

| | | |
|------------|----------|----|
| FIELD WORK | 03/24/06 | JC |
| DRAFTED BY | 03/27/06 | ST |
| CHECKED BY | 03/28/06 | RW |
| MAPSCO NO. | 453 H | |
| REVISION | | |
| | | |



I do hereby certify that this survey was this day made on the ground and that this plat correctly represents the property legally described herein (or as attached sheet). That the facts found at the time of this survey show the improvements and that there are no encroachments upon the ground, except as shown.

R. Willis 3/28/06
Windrose Land Services Austin
 4120 Commercial Center Dr.
 Suite 300
 Austin, Texas 78744
 TEL (512) 326-2100 FAX (512) 326-2770
 COPYRIGHT 2006 WINDROSE LAND SERVICES AUSTIN. ALL RIGHTS RESERVED

James N. Shugart *Debra E. Moore-Thompson*

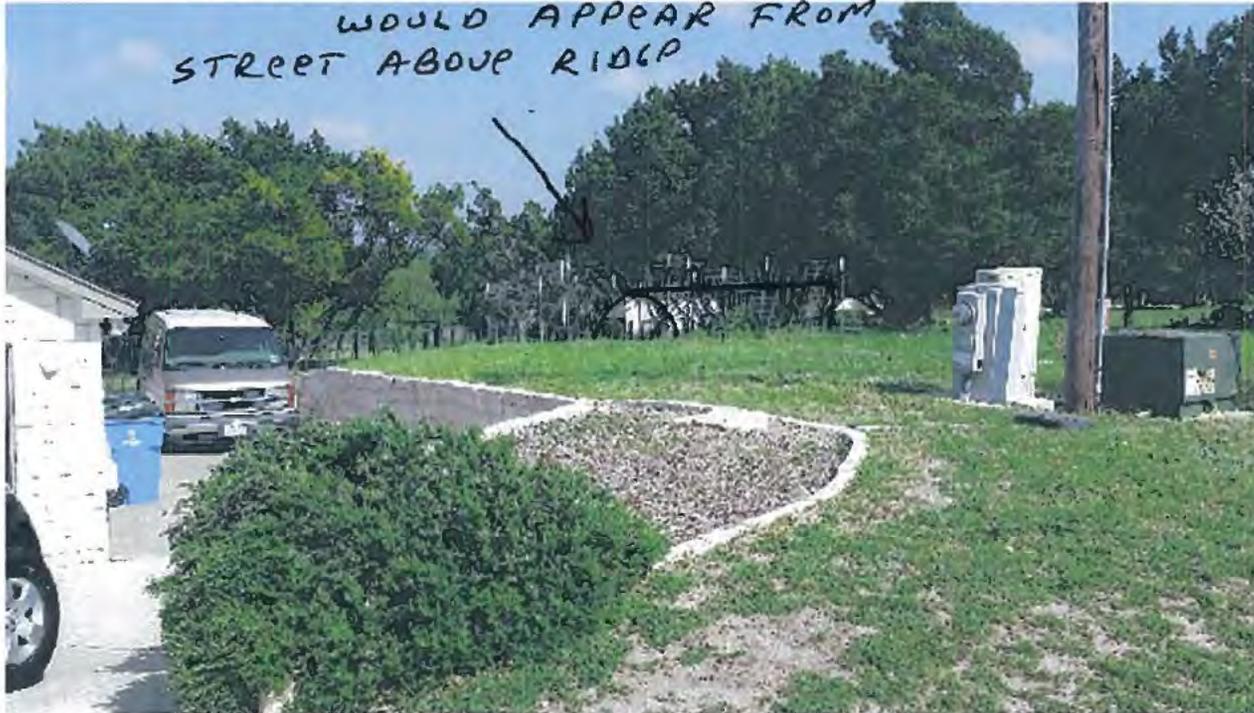


Google earth



picture 1

APPROX 2 1/2' OF ACCESSORY BUILDING
WOULD APPEAR FROM
STREET ABOVE RIDGE



STREET VIEW
UPPER RIDGE 8 1/2'
ABOVE AREA THAT
ACCESSORY BUILDING
WOULD BE BUILT

picture 2



10' x 12' x 11' 7" HEIGHT
ACCESSORY BUILDING
LOWER LEVEL



picture 4



picture 5

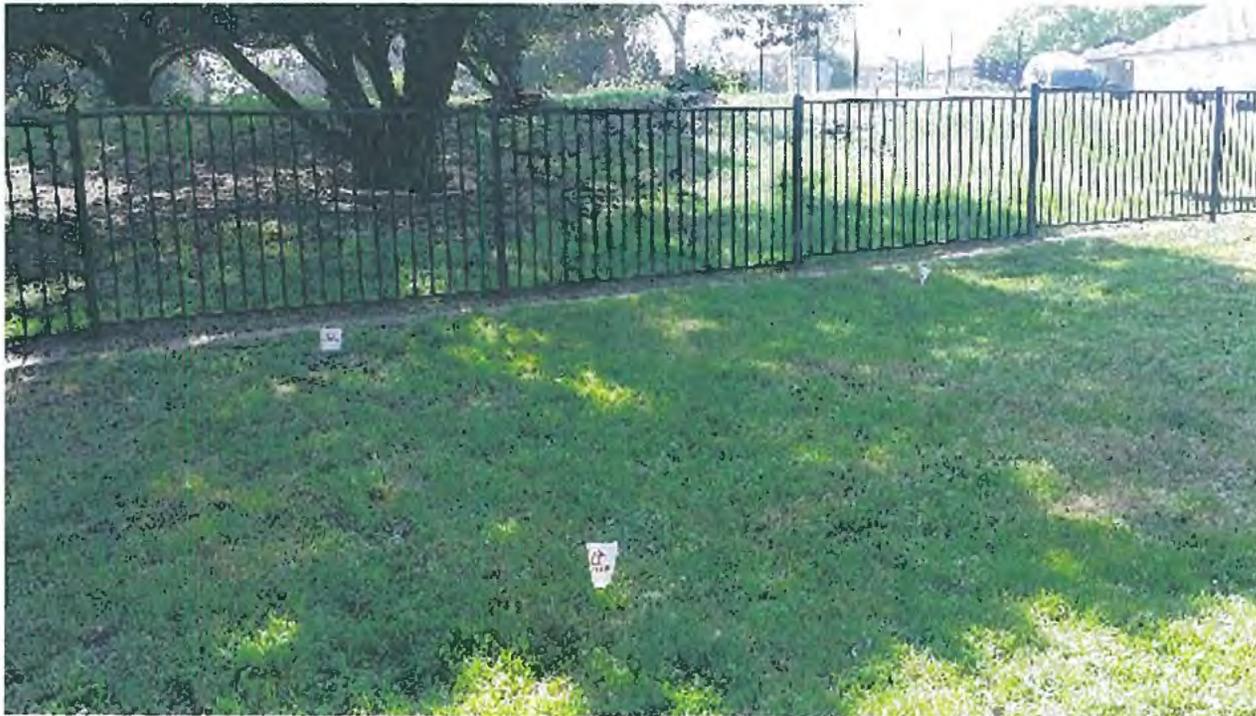


picture 6



picture 7

RIDGE 8'1/2' TO
UPPER STREET LEVEL



picture 8



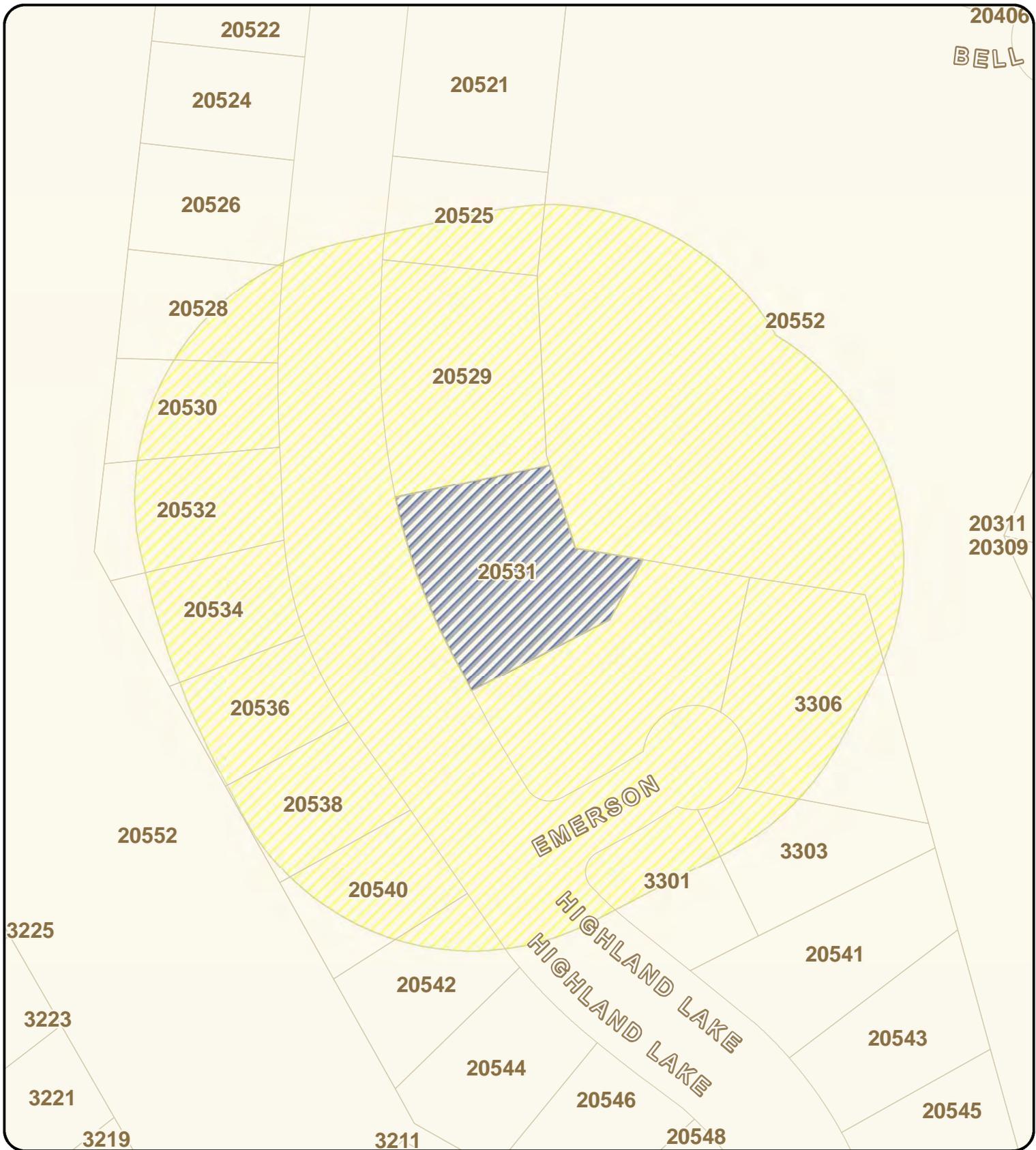
Attachment 3
Example Pictures





Attachment 4

Maps



20531 HIGHLAND LAKE DR

| | | | |
|-------------------|---------------------------------|-----------|-----------|
| Request Type: | Conditional Use Permit | Project: | ZON-1037 |
| Change Requested: | +2'4" Height Accessory Building | Date: | 4/29/2015 |
| Map Purpose: | 200ft Buffer | Drawn By: | CM |

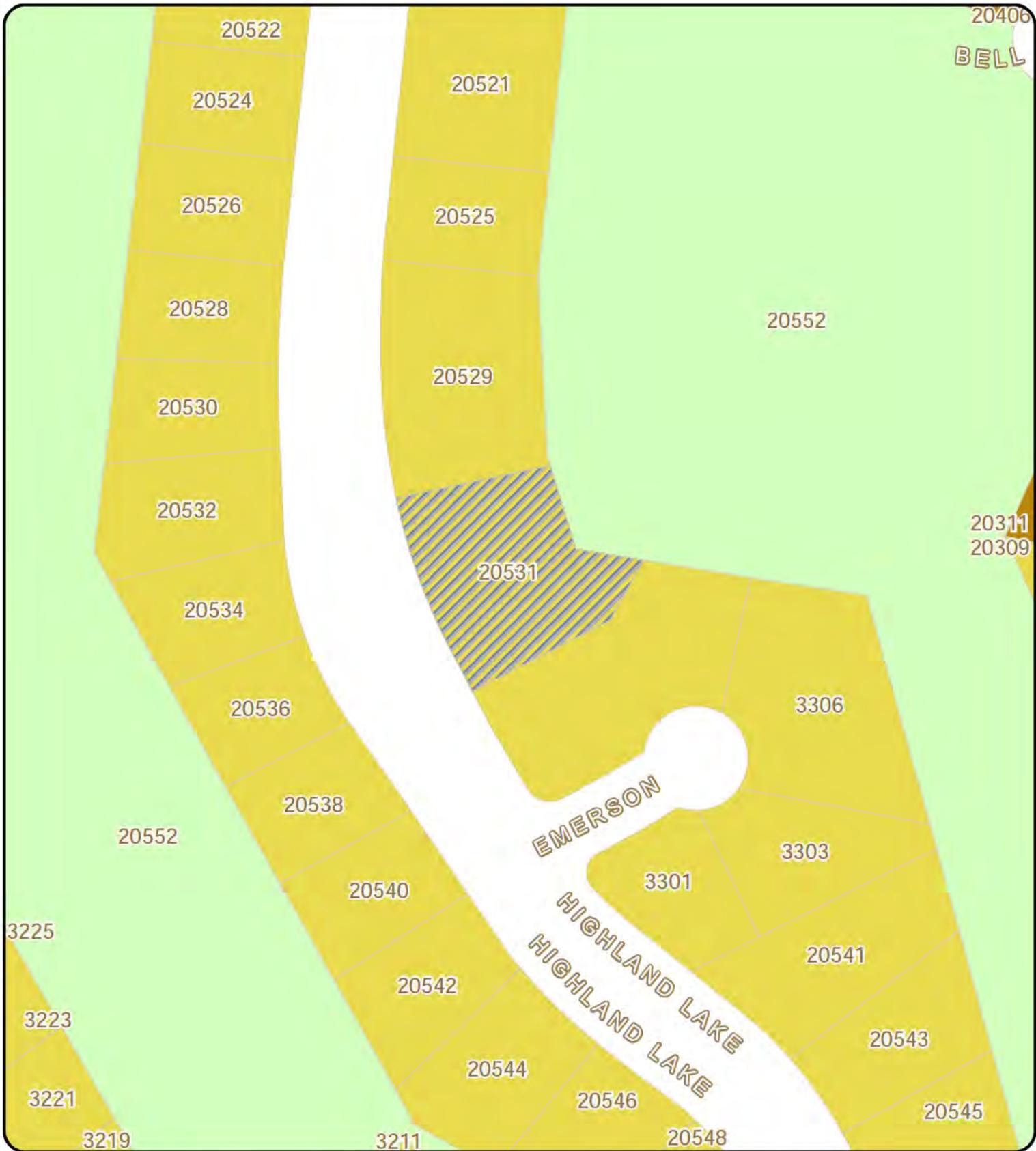
While every effort has been made to ensure the accuracy of this data, this map is to be used for reference purposes only. This data should not be construed as a survey instrument. No responsibility is assumed by the author for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.



1 inch = 100 feet

Legend

- Tax Parcels
- 200' Buffer
- Requestor



20531 HIGHLAND LAKE DR

| | | | |
|-------------------|---------------------------------|-----------|-----------|
| Request Type: | Conditional Use Permit | Project: | ZON-1037 |
| Change Requested: | +2'4" Height Accessory Building | Date: | 4/29/2015 |
| Map Purpose: | Zoning | Drawn By: | CM |

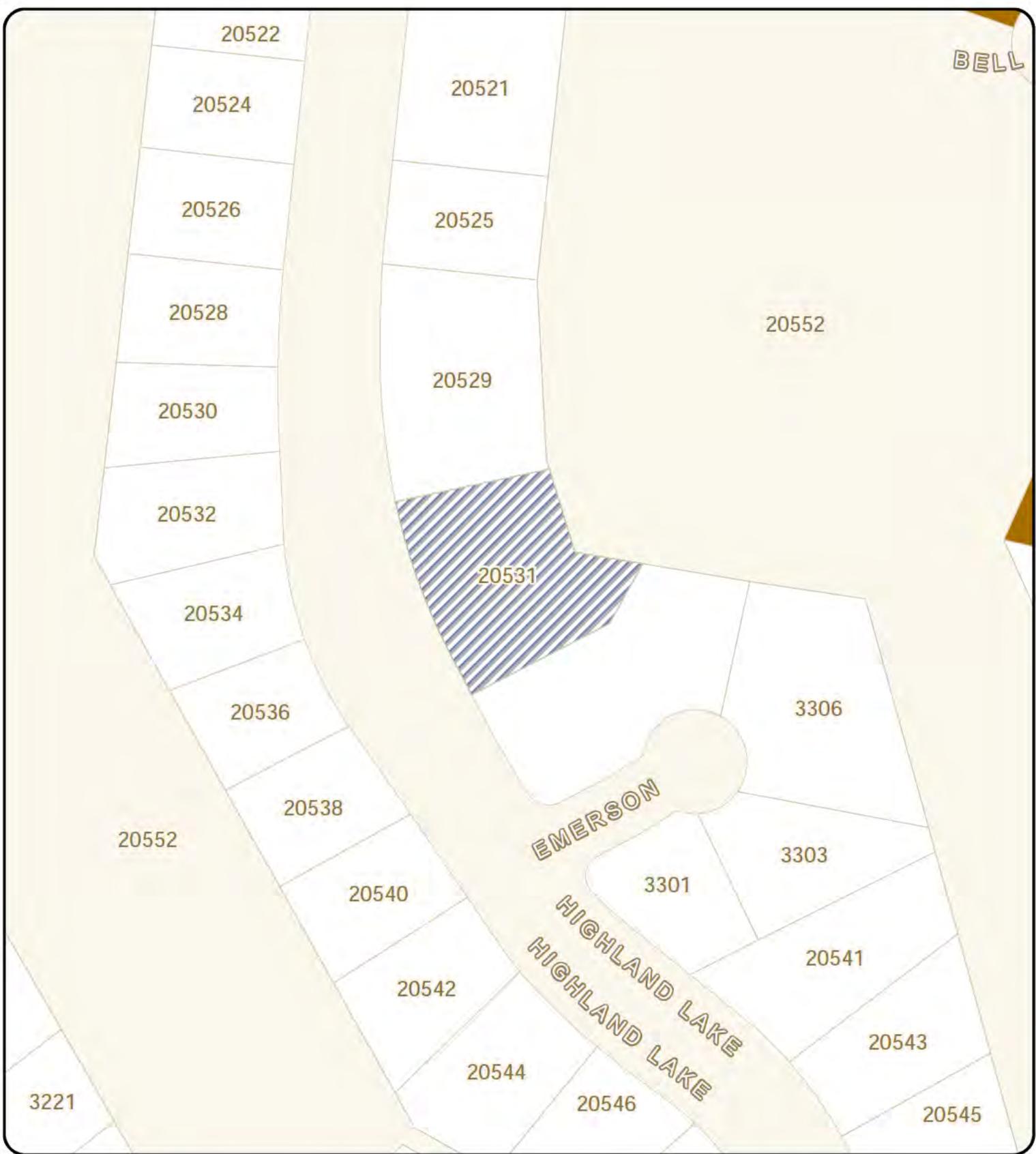
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1 inch = 100 feet

Legend

- Tax Parcels
- Requestor
- G-1
- R-1C
- R-4



20531 HIGHLAND LAKE DR

| | | | |
|-------------------|---------------------------------|-----------|-----------|
| Request Type: | Conditional Use Permit | Project: | ZON-1037 |
| Change Requested: | +2'4" Height Accessory Building | Date: | 4/29/2015 |
| Map Purpose: | Future Land Use | Drawn By: | CM |

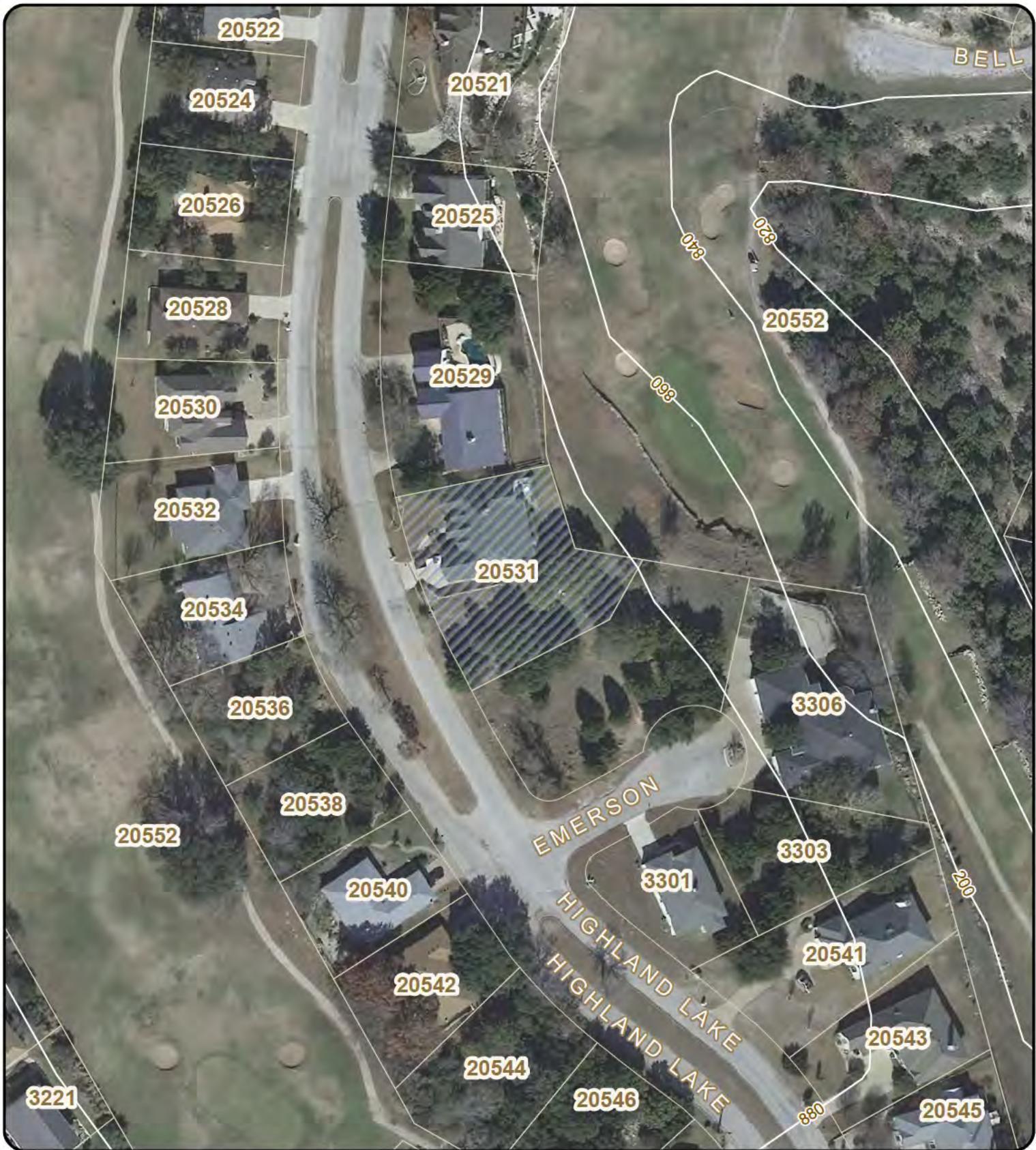
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1 inch = 100 feet

Legend

- Tax Parcels
- Requestor
- Future Land Use
 - Low Density Residential
 - High Density Residential



20531 HIGHLAND LAKE DR

| | | | |
|-------------------|---------------------------------|-----------|-----------|
| Request Type: | Conditional Use Permit | Project: | ZON-1037 |
| Change Requested: | +2'4" Height Accessory Building | Date: | 4/29/2015 |
| Map Purpose: | Aerial & Topo | Drawn By: | CM |

While every effort has been made to ensure the accuracy of this data, this map is to be used for reference purposes only. This data should not be construed as a survey instrument. No responsibility is assumed by the author for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.



1 inch = 100 feet

Legend

- 20' Contours
- Tax Parcels
- Requestor



City of Lago Vista Development Services

5803 Thunderbird Ste. 103
PO Box 4727 Lago Vista, TX 78645
(512)267-5259 Office (512)267-5265 Fax

ID: # 9
TURNER GEORGE T & MARJORIE D
20525 HIGHLAND LAKE DR
LAGO VISTA TX 78645

Tax ID: 165776
Legal Desc: LOT 10017 HIGHLAND LAKE ESTATES SEC 10

Joint Public Hearing

The Lago Vista Planning and Zoning Commission will hold a Public Hearing on May 14th, 2015 at 7:00 PM in the Council Chambers at City Hall, located at 5803 Thunderbird, Lago Vista, Texas to receive citizen input on the following with possible action to be taken:

Recommendation of the Planning & Zoning Commission of a Conditional Use at 20531 Highland Lakes Dr. (Highland Lakes Estates Section 10, Lot 10014A) from Chapter 14, Article 14.200, Section 6.10(A)(3)(b) to allow an accessory building height of 12' instead of 9', for a new accessory building (ZON-1037).

You are receiving this notice because you own property within 200 feet of the area proposed for rezoning. All interested persons are invited to attend. If you are unable to attend but wish to comment, please list your comments below and return to the address above.

You may return this form with comments below.

In favor

Opposed

Comments:

Signed:



City of Lago Vista Development Services

5803 Thunderbird Ste.103
PO Box 4727 Lago Vista, TX 78645
(512)267-5259 Office (512)267-5265 Fax

ID: # 11
THOMPSON TOMMIE N
20531 HIGHLAND LAKE DR
LAGO VISTA TX 78645

Tax ID: 565612
Legal Desc: LOT 10012A HIGHLAND LAKE ESTATES
SEC 10 REPLAT OF LOTS 10011,10012, 10013 & 10014

Joint Public Hearing

The Lago Vista Planning and Zoning Commission will hold a Public Hearing on May 14th, 2015 at 7:00 PM in the Council Chambers at City Hall, located at 5803 Thunderbird, Lago Vista, Texas to receive citizen input on the following with possible action to be taken:

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You may return this form with comments below.

In favor

Opposed

Comments:

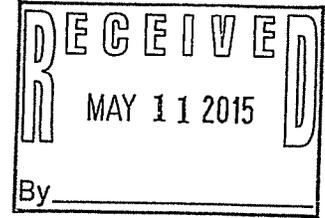
In commenting on their request for a storage facility, I think it should be approved. I have seen the site of the proposed facility and the requestor has located the facility where it is almost invisible from any point. It is located in a place that is blocked from view by trees and the elevation difference makes it almost invisible. Recommend approval.

Signed:

Tom N. Thompson



City of Lago Vista
Development Services
 5803 Thunderbird Ste.103
 PO Box 4727 Lago Vista, TX 78645
 (512)267-5259 Office (512)267-5265 Fax



ID: # 13
 FILLEMAN CHARLES STEPHEN & JULIE MARIE FILLEMAN
 3306 EMERSON CV
 LAGO VISTA TX 78645

Tax ID: 360807
 Legal Desc: LOT 10009-A
 HIGHLAND LAKE ESTATES SEC 10
 RESUB OF LOTS 10009 & 10010

Joint Public Hearing

The Lago Vista Planning and Zoning Commission will hold a Public Hearing on May 14th, 2015 at 7:00 PM in the Council Chambers at City Hall, located at 5803 Thunderbird, Lago Vista, Texas to receive citizen input on the following with possible action to be taken:

Recommendation of the Planning & Zoning Commission of a Conditional Use at 20531 Highland Lakes Dr. (Highland Lakes Estates Section 10, Lot 10014A) from Chapter 14, Article 14.200, Section 6.10(A)(3)(b) to allow an accessory building height of 12' instead of 9', for a new accessory building (ZON-1037).

You are receiving this notice because you own property within 200 feet of the area proposed for rezoning. All interested persons are invited to attend. If you are unable to attend but wish to comment, please list your comments below and return to the address above.

You may return this form with comments below.

In favor *See note below*

Opposed

Comments:

The height is not this issue. It's the elevation, & landscaping. Will it look like a huge storage unit, warehouse, garage, etc. that will bring down property value? Or will it fit in with the homes up & down the street? That is the real issue here - something that will not bring down property value - not how tall it is. What's 3 ft? It's the looks of the structure.

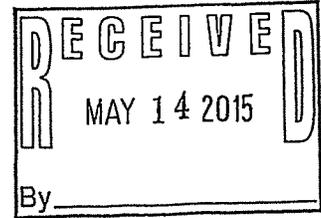
Signed:

Charles Fillemo
Julie M. Filleman



City of Lago Vista Development Services

5803 Thunderbird Ste.103
PO Box 4727 Lago Vista, TX 78645
(512)267-5259 Office (512)267-5265 Fax



ID: # 6
PARKER DONALD H & KATHY
3725 GALLOWAY LN
CARROLLTON TX 75007

Tax ID: 165767
Legal Desc: LOT 10008 HIGHLAND LAKE ESTATES SEC 10

Joint Public Hearing

The Lago Vista Planning and Zoning Commission will hold a Public Hearing on May 14th, 2015 at 7:00 PM in the Council Chambers at City Hall, located at 5803 Thunderbird, Lago Vista, Texas to receive citizen input on the following with possible action to be taken:

Recommendation of the Planning & Zoning Commission of a Conditional Use at 20531 Highland Lakes Dr. (Highland Lakes Estates Section 10, Lot 10014A) from Chapter 14, Article 14.200, Section 6.10(A)(3)(b) to allow an accessory building height of 12' instead of 9', for a new accessory building (ZON-1037).

You are receiving this notice because you own property within 200 feet of the area proposed for rezoning. All interested persons are invited to attend. If you are unable to attend but wish to comment, please list your comments below and return to the address above.

You may return this form with comments below.

- In favor
- Opposed

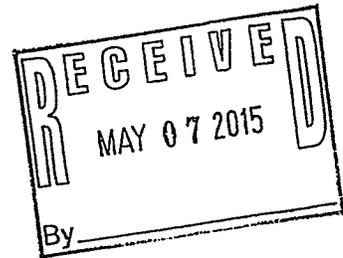
Comments:

Variations (previous) to zoning requirements
have proven to have a negative effect on our
property; choosing to oppose this proposal.
Thanks

Signed: *Donald H. Parker*



City of Lago Vista
Development Services
 5803 Thunderbird Ste.103
 PO Box 4727 Lago Vista, TX 78645
 (512)267-5259 Office (512)267-5265 Fax



ID: # 3
 JOHNSON TOM N & FAYE F
 9620 LONGMONT DR
 HOUSTON TX 77063

Tax ID: 165749
 Legal Desc: LOT 10083 HIGHLAND LAKE ESTATES SEC 10

Joint Public Hearing

The Lago Vista Planning and Zoning Commission will hold a Public Hearing on May 14th, 2015 at 7:00 PM in the Council Chambers at City Hall, located at 5803 Thunderbird, Lago Vista, Texas to receive citizen input on the following with possible action to be taken:

Recommendation of the Planning & Zoning Commission of a Conditional Use at 20531 Highland Lakes Dr. (Highland Lakes Estates Section 10, Lot 10014A) from Chapter 14, Article 14.200, Section 6.10(A)(3)(b) to allow an accessory building height of 12' instead of 9', for a new accessory building (ZON-1037).

You are receiving this notice because you own property within 200 feet of the area proposed for rezoning. All interested persons are invited to attend. If you are unable to attend but wish to comment, please list your comments below and return to the address above.

You may return this form with comments below.

- In favor
- Opposed

Comments:

*They are in violation for having
 a wire fence as well*

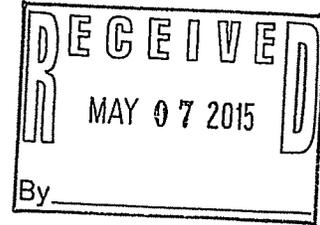
Signed:

Forge of Tom Johnson



City of Lago Vista Development Services

5803 Thunderbird Ste.103
PO Box 4727 Lago Vista, TX 78645
(512)267-5259 Office (512)267-5265 Fax



ID: # 1
FEHRENBACH DONALD CARL
20528 HIGHLAND LAKE DR
LAGO VISTA TX 78645

Tax ID: 165748
Legal Desc: LOT 10082 HIGHLAND LAKE ESTATES SEC 10

Joint Public Hearing

The Lago Vista Planning and Zoning Commission will hold a Public Hearing on May 14th, 2015 at 7:00 PM in the Council Chambers at City Hall, located at 5803 Thunderbird, Lago Vista, Texas to receive citizen input on the following with possible action to be taken:

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You are receiving this notice because you own property within 200 feet of the area proposed for rezoning. All interested persons are invited to attend. If you are unable to attend but wish to comment, please list your comments below and return to the address above.

You may return this form with comments below.

In favor

Opposed

Comments:

*This would be an eyesore on
a major entrance to our city not
to mention our Highland Lakes golf course
also they have a wired fence there now
which I think is illegal*

Signed: Don Fehrebach

10. Discussion, consideration, action if any re: A conditional use to allow for an increase in height from 9' to 11.4' for a new 120 square foot accessory building (tool shed).

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.

11. Approval of the following minutes:
 - April 16, 2015 Regular Meeting
 - April 30, 2015 Special Called meeting

**OFFICIAL MINUTES OF THE CITY COUNCIL
LAGO VISTA, TEXAS
APRIL 16, 2015**

BE IT REMEMBERED that on the 16th day of April, A.D., 2015, the City Council held a Regular Meeting at 6:30 p.m. at City Hall, 5803 Thunderbird, in said City, there being present and acting the following:

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

| | | | |
|---------------|----------------|------------------------|-------------------------------|
| Randy Kruger | Mayor | Melissa Byrne Vossmer | City Manager |
| Dale Mitchell | Mayor Pro Tem | Danny Smith | Police Chief |
| Ron Smith | Council Member | David Harrell | Development Services Director |
| Ed Tidwell | Council Member | Christina Buckner | Interim City Secretary |
| Darrel Hunt | Council Member | Starr Lockwood | Accounting Manager |
| Richard Bohn | Council Member | Laura Fowler | Public Works Assistant |
| D'Anne Gloris | Council Member | James Le Blanc | Street Superintendent |
| | | Barbara Boulware Wells | City Attorney |
| | | Jana Edwards | Bond Counsel |

Mayor Randy Kruger called the Regular Meeting to order and recognized that all Council Members were present. Reverend Judy Loehr with Faith United Methodist Church gave the Invocation and Mayor Kruger led the Pledge of Allegiance.

The numbering below tracks that of the agenda, whereas the actual order of consideration may have varied.

PUBLIC COMMENTS

Jimmy Lynam requested the Council consider hiring a management company to manage the golf courses. He also questioned why the American Girl Grill is forced to buy beer from the City.

Mayor Randy Kruger stated they do not buy or sell beer, they only serve it. He stated it is purchased by the Lago Vista Golf Course and all of the revenue and proceeds come back to the Lago Vista Golf Course.

Jimmy Lynam questioned why they can't sell beer.

Mayor Randy Kruger stated it was not in their contract. He stated they initially told the city they didn't want to sell beer or wine. He stated they only pay around \$500 per month for rent, they run their catering business out of there and the city pays for the electricity, and in turn they serve the beer for the city and the city gets the proceeds.

Larry Levy questioned whether it would be more beneficial for the city to continue to own or sell the golf courses. He stated the annual operating expenses and the subsidizing of them with tax dollars is a real sticking point with people. He suggested that a clear public communication and explanation of why the Council feels it is so important to own them would be beneficial. He stated that with all of the construction of new developments in the area, the courses will be profitable and will continue to add a great benefit to the community. He stated the upkeep and maintenance are expected costs but they seem to affect other projects such as sidewalks for children and sporting facilities. He suggested that the people might be more empathetic if they could see a projected timeline of when the operating costs will decrease and residents get some of their requests handled. He stated he hopes the Golf Course Advisory Board will be a link between the citizenry and the citizen and act in the capacity of an unofficial PR promoter. He stated in order to do that the city has to have a plan to reduce the costs and expenses. He stated he has not heard of any plan other than the proposed spending for another company to come in and tell the city what can be done to improve their attraction for business. He stated he would like to find out if the city is expensing the carrying costs for the 6 or 7 months no one has been able to work on the water treatment plant. He stated he estimates the costs are between \$125,000 and \$140,000 and questioned whether this is charged or allocated to the project and whether the project is truly under budget. He questioned whether the election for the balance of City Council members is still in November or December of this year. He stated he heard the City was in violation of its Charter and that the election may be moved to next May.

Jim Karolik thanked the Council for the opportunity to promote the Library Book and Bake Sale scheduled for May 2. He stated the Friends of the Library gave Firewise a special opportunity to have their coloring contest in Viking Hall. He stated Firewise President Le Green Schubert arranged to have a coloring contest at the elementary school stating kids can enter for cash prizes. He stated the middle school students have the opportunity to do a poster and art teacher Tracy Burke is coordinating that activity. He thanked the City Manager for the Trash-Off event stating it was a tremendous success. He stated hundreds of volunteers, including the Lions Club, Keep Lago Vista Beautiful and the Lady's Garden Club, picked up trash. He stated the City Manager came to the North Shore Republicans and knocked them dead.

Donnie Norman, Travis County ESD #1 Chief, updated the Council on new equipment they are getting and announced they will have a push-in ceremony on May 12 at 5:15 p.m. He announced that they will be licensed for advanced life support within the next 30 to 45 days. He stated their ISO re-evaluation will be in the spring of 2016 and they are confident they can lower their rating from a 5 to a 4 and think that a 3 is attainable with a little work, and they might even be able to look at a 2 within the next 18 months. He stated money is the biggest issue. He commended the City and stated he is appreciative of their support stating he is excited about the relationship they have with the Police Department, the City Manager and the Development Services Department.

Mayor Pro Tem Dale Mitchell commended City staff for the Trash Off event held the previous Saturday and recognized volunteers Laura Fowler, Jim Karolik Melissa Byrne Vossmer, Keep Lago Vista Beautiful, the Lions Club and the Garden Club. He stated this is the traditional set of people that do service things in the city and urged everyone to talk to their neighbors to get more people involved.

Mayor Randy Kruger recognized and thanked the Friends of the Golf Course and the Men's Golf Association for their contribution of \$6,500 for the installation of two carts paths.

PROCLAMATION

1. Mayor Kruger presented a proclamation to the North Shore Firewise group declaring May 2, 2015 Firewise Day.

PRESENTATIONS

2. Shay Ralls Roalson with HDR Engineering updated the Council on Water Treatment Plant #3.

ACTION ITEMS

3. On a motion by Darrel Hunt, seconded by Dale Mitchell, the Council unanimously approved Resolution 15-1605, a Resolution by the City Council of the City of Lago Vista, Texas, providing for a public hearing and notice of intent to issue a limited tax note as required by the City's Home Rule Charter; providing an effective date; and containing other matters relating to the subject, to include wording used in the \$8 million certificate of obligation issuance and regarding parks in Exhibit A.
4. On a motion by D'Anne Gloris, seconded by Dale Mitchell, the Council voted unanimously to table consideration of an Ordinance of the City Council of the City of Lago Vista, Texas pursuant to Vernon's Texas Codes Annotated, Local Government Code, Chapter 102, Section 102.007(b) providing for amendments to Ordinance No. O-23-14, for the fiscal year beginning October 1, 2014 and ending September 30, 2015, until the May 21, 2015 Council meeting.
5. On a motion by D'Anne Gloris, seconded by Richard Bohn, the Council unanimously adopted Ordinance 15-04-16-01, an Ordinance of the City Council of the City of Lago Vista, Texas, modifying the City's Code of Ordinances, Chapter 4, Article 4.900, Section 4.928, Licensing Requirements; providing a savings clause; providing a severability clause; and, provide an effective date.
6. On a motion by Dale Mitchell, seconded by Ed Tidwell, the Council voted unanimously to deny adoption of an Ordinance of the City Council of the City of Lago Vista, Texas, modifying the City's Code of Ordinances,

Exhibit A, Article 1.000, Section 1.100 Administrative Fees; providing a savings clause; providing a severability clause; and, provide an effective date.

7. On a motion by Ed Tidwell, seconded by Ron Smith, the Council unanimously approved Resolution 15-1606, a Resolution by the City Council of the City of Lago Vista, Texas declaring various property and/or equipment to be surplus property and authorizing the City Manager to dispose of such property in a manner which is beneficial to the City of Lago Vista.

CONSENT AGENDA

8. On a motion by D'Anne Gloris, seconded by Ron Smith, the Council unanimously approved the minutes of the March 19, 2015 Regular Meeting.

WORK SESSION

9. Departmental Reports
 - A. Airport
 - B. Municipal Court
 - C. Utility Department
 - D. Street Department
 - E. Development Services
 - F. Police Department
 - G. Library
 - H. Golf Course
 - I. Finance
10. The Council received a report from Council Member Ron Smith concerning water restrictions and drought plan.
11. Reports/Minutes from City Boards, Committees and Commissions
 - a. March 12, 2015 Planning and Zoning Commission regular Meeting DRAFT minutes
 - b. March 5, 2015 Impact Fee Advisory Committee meeting DRAFT minutes

ACTION ITEMS

12. On a motion by Darrel Hunt, seconded by Richard Bohn, the Council voted unanimously to authorize the City Manager to execute a contract with Keystone Construction Inc. for necessary repairs to Bronco Lane and associated drainage.

FUTURE MEETINGS

13. The Council considered schedules and items for future Council meetings.

EXECUTIVE SESSION

14. At 8:25 p.m. Mayor Kruger announced that the Council will convene into executive session pursuant to Sections 551.071, 551.072 and/or 551.074 Texas Government Code, and/or Section 1.05, Texas Disciplinary Rules of Professional Conduct to discuss matters as specifically listed on the agenda. He announced that item d) would not be considered as it was taken care of at the special meeting held earlier in the day.
 - a) Consultation with attorney regarding claims or possible claims arising in Cause No. D-1-GN-13-002224, James Otwell v. City of Lago Vista, filed in the 98th Judicial District in Travis County, Texas;
 - b) Consultation with attorney regarding claim or possible claim related to easements;

- c) Consultation with attorney regarding taxation and transportation law issues and concerns, including but not limited to statutory processes, procedures, obligations, and/or possible claims related thereto;
- d) Consideration and review of applicants for the Golf Courses Advisory Committee.

ACTION ITEMS

15. At 10:41 p.m. the Council reconvened from executive session into open session to take action regarding matters discussed in Executive Session as follows:

- a) No action was taken regarding claims or possible claims arising in Cause No. D-1-GN-13-002224, James Otwell v. City of Lago Vista, filed in the 98th Judicial District in Travis County, Texas;
- b) No action was taken regarding claim or possible claim related to easements;
- c) No action was taken regarding consultation with attorney regarding taxation and transportation law issues and concerns, including but not limited to statutory processes, procedures, obligations, and/or possible claims related thereto.

ADJOURNMENT

Mayor Randy Kruger adjourned the meeting at 10:43 p.m.

Respectfully submitted,

ATTEST:

Randy Kruger, Mayor

Christina Buckner, Interim City Secretary

On a motion by Council Member _____, seconded by Council Member _____, the above and foregoing instrument was passed and approved this 21st day of May, 2015.

**OFFICIAL MINUTES OF THE CITY COUNCIL
LAGO VISTA, TEXAS
APRIL 30, 2015**

BE IT REMEMBERED that on the 30TH day of April, A.D., 2015, the City Council held a Special Called Meeting at 3:30 p.m. at City Hall, 5803 Thunderbird, in said City, there being present and acting the following:

CALL TO ORDER, CALL OF ROLL

| | | | |
|---------------|----------------|-----------------------|--------------------|
| Randy Kruger | Mayor | Melissa Byrne Vossmer | City Manager |
| Dale Mitchell | Mayor Pro Tem | Danny Smith | Police Chief |
| Ron Smith | Council Member | Dave Stewart | Public Works Dir |
| Ed Tidwell | Council Member | Starr Lockwood | Accounting Manager |
| Dale Mitchell | Council Member | Sandra Barton | City Secretary |
| Richard Bohn | Council Member | | |

Mayor Kruger called the Meeting to order and recognized that all Council Members were present except D’Anne Gloris. Also present were members of the Lago Vista ISD School District.

The numbering below tracks that of the agenda, whereas the actual order of consideration may have varied.

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

1. Melissa Byrne Vossmer addressed the Council and provided some brief background information regarding the project. Gary Graham, with Walker Partners appeared and presented the Council with an overview of the agreement and funding matters regarding the Lago Vista Independent School System New High School Project. John Arias with ACC Consulting, Inc. appeared and presented the Council with an oral and written overview of the completed construction audit report. Following a discussion by Council, Ed Tidwell motioned to accept the audit report from ACC Consulting, Inc. and close the project. Ron Smith seconded this motion. The Council voted unanimously to accept the audit report and close the project and refund \$48,532.00 to Lago Vista Independent School District.

EXECUTIVE SESSION

2. At 4:32 P.M. the Council convened into executive session pursuant to Sections 551.071, 551.072 and/or 551.074 Texas Government Code, and/or Section 1.05, Texas Disciplinary Rules of Professional Conduct, regarding;

Consultation with attorney regarding claims or possible claims arising in Cause No. D-1-GN-13-002224, James Otwell v. City of Lago Vista, filed in the 98th Judicial District in Travis County, Texas.

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

3. At 5:18 P.M. the Council reconvened from executive session into open session to take action as deemed appropriate in the City Council's discretion regarding:
 - a) No action was taken regarding claims or possible claims arising in Cause No. D-1-GN-13- 002224, James Otwell v. City of Lago Vista, filed in the 98th Judicial District in Travis County, Texas.

ADJOURNMENT

Mayor Kruger adjourned the meeting at 5:18 P.M.

Respectfully submitted,

ATTEST:

Randy Kruger, Mayor

Sandra Barton, City Secretary

On a motion by Council Member _____, seconded by Council Member _____, the above and foregoing instrument was passed and approved this 21st day of May, 2015.

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

12. Discussion, consideration, action if any re: Request to approve the fourth (4th) extension on Building Permit # 1553 concerning a new single family home at 20203 Buchanan Cove in accordance with Chapter 3, Article 3.100, Section 3.100, Section 3.110(9)(D), City Code.



AGENDA ITEM

City of Lago Vista

To: **Mayor & City Council** **Council Meeting:** **May 21, 2015**

From: **John Goble, Building Official**

Subject: **Request to approve the fourth (4th) extension on Building Permit #1553 concerning a new single family home at 20203 Buchanan Cove in accordance with Chapter 3, Article 3.100, Section 3.110(9)(D), City Code.**

Request: **Business Item** **Legal Document:** **Other** **Legal Review:**

EXECUTIVE SUMMARY:

The permit for the new home was issued on 6/3/2009. The original expiration date was 12/3/2011. Linda Alger (former Building Official) extended the permit one (1) year until 12/12/2012. The second (2nd) extension was granted by Linda Alger (former Building Official) until 12/12/2013. The third (3rd) extension was granted by Linda Alger (former Building Official) until 12/3/2014. John Goble (current Building Official) met with owner for the first time in January 2015 to discuss progress and extended permit until 6/3/2015.

In accordance with Chapter 3, Article 3.100, Section 3.110(9)(D), City Code

In the event that the permittee has not or will not be able to complete the work authorized under the permit within the three (3) extension periods as provided herein, the permittee may request additional extensions through the City Council. Such requests should be presented to the City in written form at least thirty (30) days prior to expiration of the extension period. Additional extensions may be approved or disapproved at the sole discretion of the City Council. If additional extensions are approved by the City Council, a new permit shall be obtained and fees shall be paid to the City.

Staff has no objections to extending the permit for a fourth (4th) extension.

Impact if Approved:

Applicant can continue building the home under a new permit as of 6/3/2015. This permit will last for a period of one (1) year.

Impact if Denied:

Applicant cannot continue building the home as of 6/3/2015. This will delay the construction of the new home.

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

Indicate Funding Source:

Not Applicable.

Suggested Motion/Recommendation/Action

Motion to:

Approve Item

Motion to:

Deny Item

Motion to:

Table Item

Known As:

Permit #1553 fourth (4th) building permit extension.

Agenda Item Approved by City Manager

April 21, 2015

City of Lago Vista,

Request for a permit extension exception after June 3, 2015, so we may finish our home at 20203 Buchanan Cove Lago Vista, Texas 78645.

Glen Gilmore

A handwritten signature in blue ink, appearing to read 'Glen Gilmore', with a long horizontal flourish extending to the right.

281-731-0039 cell

OUR HOME LOCATED AT 20203 Buchanan Cove



NOT A NORMAL BUILD

- 1) Excavation and (12) Different Concrete Pours that took 10 months .
- 2) (15) Framers for 3 months .
- 3) This is a out of town project, We Work 2 weeks in Lago then 2 weeks in Houston;
6 Years of build time is really 3 Years of build time.
- 4) Contractors only Work when We are on Site.
- 5) Large Rain Water Harvesting System..

BUILD PROJECT POSITIVES

- 1) Quality Build = Low Maintance, Energy Efficient.
- 2) Exterior Completed Since 2011. TCAD has Evaluated home at 100% complete since 2011 based on Exterior Alone.
- 3) Monitored - Alarm, Fire, Cameras
- 4) Carried Full Coverage Builders Risk Ins. Every Year Since Beginning of Project.
- 5) No Complaints By Residents
Estimated time till completion is 18 mo.'s; Actual Build Time 9 mo.'s

13. Discussion, consideration, action if any re: Consider reducing existing WTP3 retainage for Matous Construction General Contractors and Excel Construction Services LLC from 5 percent to 3 percent.



AGENDA ITEM

City of Lago Vista

To: **Mayor & City Council** **Council Meeting:** **May 21, 2015**

From: **Dave Stewart, Public Works Director**

Subject: **Consider reducing existing WTP3 retainage for Matous Construction General Contractors and Excel Construction Services LLC. from 5% to 3%.**

Request: **Business Item** **Legal Document:** **Contract** **Legal Review:**

EXECUTIVE SUMMARY:

Matous Construction General Contractors and Excel Construction Services LLC requests that the existing 5% retainage that the City is holding for their completed work on WTP3 be reduced to 3% so that the contractors can finish paying off their subcontractors.

The completion of both projects has been delayed for reasons outside of the Contractors' control. HDR and City employees recognize that the Contractors have worked collaboratively with the City during this time, and there is significant work that is in place and tested, although not yet placed in operation. In consulting with Shay Roalson, P.E. City Staff recommends the approval of the Contractor's request for a retainage reduction.

Attached is a memo prepared by Shay Roalson, P.E. that reflects the analysis.

Impact if Approved:

The City currently holds \$238,365 in retainage on the contract with Matous Construction General Contractors. This amount would be reduced to \$143,019 if 2% of their retainage is returned to Matous Construction General Contractors.

The City currently holds \$139,429 in WTP3 retainage on the contract with Excel Construction Services LLC. This amount would be reduced to \$83,657.40 if 2% of their WTP3 retainage is returned to Excel Construction Services LLC.

Impact if Denied:

The WTP3 Contractors will be financially adversely affected.

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

Indicate Funding Source:

Matous Construction General Contractors

Excel Construction Services LLC

Suggested Motion/Recommendation/Action

Motion to:

Motion to:

Motion to:

Known As:

Request to reduce retainage on contracts for the WTP#3 with Matous Construction General Contractors and Excel Construction Services, LLC

Agenda Item Approved by City Manager

Memo

Date: Thursday, May 14, 2015

Project: City of Lago Vista Water Treatment Plant No. 3

To: Dave Stewart
Director of Public Works

From: Shay Ralls Roalson, PE

Subject: Contractors' Request for Release/Reduction in Retainage

The City of Lago Vista contracted with Matous Construction for the construction of the new Water Treatment Plant No. 3 (WTP3) and with Excel Construction for the construction of the WTP3 Raw Water Intake (RWI).

The completion of both projects has been delayed for reasons outside of the Contractors' control. HDR and the City recognize that the Contractors have worked collaboratively with the City during this time, and there is significant work that is in place and tested, although not yet placed in operation.

The City currently holds \$139,429 in retainage on the contract with Excel Construction. This represents 5% of the work that has been installed to date plus materials that are currently being stored by Excel until work can resume. The list of stored materials is attached for your reference.

The City currently holds \$238,365 in retainage on the contract with Matous Construction. This represents 5% of the work that has been installed to date. No additional materials are currently being stored by Matous.

Both Excel Construction and Matous Construction have requested a reduction and/or release of retainage for their respective projects. Letters from each Contractor are attached.

The Agreement between the City and each Contractor provides for the early release of retainage. Article 10, Paragraph 10.01.A.1.a(1) states:

If the Work has been 50 percent completed as determined by the Engineer, and if the character and progress of the Work have been satisfactory to the Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the work remain satisfactory to them, there will be no retainage.

Additionally, the General Conditions of the Contract, Paragraph 14.08 allows for final payment (ie, release of retainage) for Work fully completed and accepted when Final Completion is "significantly delayed" through no fault of the Contractor. In this case, final payment does not constitute a waiver of Claims.

Both projects are more than 50 percent complete. The City retained Boswell Consulting and Testing Services (BCTS) to observe the work and conduct materials testing and BCTS observation reports and test results have indicated that the character of the work on both projects has been satisfactory and generally in conformance with the Plans and Specifications prepared by HDR.

Further, the Contractors' performance and payment bonds will remain in effect for one year after project completion and acceptance by the City. When the projects restart, the City will resume holding 5% retainage on the remaining work to be completed.

In consideration of the significant delay to the completion of the projects, through no fault of the Contractors, and the provisions of the Contract that allow for it, HDR recommends a partial release of retainage on both projects.

Although the character of the work is satisfactory, and much of it has been inspected and/or tested (raw water pipeline bore, barge modifications and mooring, site excavation and grading, concrete structures, piping, painting, lagoon liner, etc) there are significant components of the work that cannot be tested until the intake and plant are brought on-line (steel tanks, pumping systems, treatment unit, chemical feed systems, power and controls, etc.).

Therefore, HDR recommends that the City maintain 2-3% retainage on the work completed for each Contract. However, if the Contractors are not able to remobilize within the next 1-2 months, HDR recommends that the City consider whether it is equitable to release additional retainage.

**Lago Vista Raw Water Intake
Materials on Hand - April 2015**

| <i>Description</i> | <i>QTY</i> | <i>Current Stored Location</i> | <i>Value</i> | <i>Contact & Number</i> | <i>Date Stored</i> | <i>Notes</i> |
|---------------------------------------|------------|--|----------------|-----------------------------|--------------------|---------------------|
| Doors and Hardware | 1 | Excel / 1202 Leander Drive-Leander, Texas 78641 | \$3,069 | K.Wenske (512) 848-2419 | December 2014 | Billing Forthcoming |
| Aluminum Access Hatches | 2 | 18013 Marshall Point Dr-Lago Vista, Texas 78645 | \$2,334 | K.Wenske (512) 848-2419 | December 2014 | |
| MPZ Powerzone | 1 | TMC / 601 S Patterson-Florence, Texas 76527 | \$5,116 | F. Prewitt (512) 415-9711 | December 2014 | |
| Generator Docking Station | 1 | TMC / 601 S Patterson-Florence, Texas 76527 | \$6,000 | F. Prewitt (512) 415-9711 | December 2014 | |
| Pressure Transmitters | 2 | TMC / 601 S Patterson-Florence, Texas 76527 | \$4,000 | F. Prewitt (512) 415-9711 | December 2014 | |
| HDPE Header | 1 | Gajeske-Houston | \$10,285 | Todd White (512) 470-6772 | November 2014 | Billing Forthcoming |
| Marine Cable (500mcm GGC Power) | 1440 ft | Graybar Electric Supply 1922 Waukesha-Pflugerville, Texas 78660 | \$60,349 | Gabe Rhodes (512) 748-2190 | October 2014 | |
| Marine Cable (8awg GGC Power) | 720 ft | | | | | |
| Marine Cable (16awg/8TWSP instrument) | 720 ft | | | | | |
| Marine Cable (12awg/14C controls) | 720 ft | | | | | |
| Marine Cable (3/0 THWN ground) | 720 ft | | | | | |
| Harmonic Study | 1 | TMC / 601 S Patterson-Florence, Texas 76527 | \$1,178 | F. Prewitt (512) 415-9711 | October 2014 | |
| Motor Control Center | 1 | TMC / 601 S Patterson-Florence, Texas 76527 | \$76,497 | F. Prewitt (512) 415-9711 | October 2014 | |
| Panelboard LP1 | 1 | TMC / 601 S Patterson-Florence, Texas 76527 | \$2,244 | F. Prewitt (512) 415-9711 | October 2014 | |
| 30 Amp SS Safety Switch | 1 | | | | | |
| Panel Board LP2 | 1 | | | | | |
| 20 Amp 120V Breakers | 12 | | | | | |
| 30 Amp SS Safety Switch | 2 | TMC / 601 S Patterson-Florence, Texas 76527 | \$4,620 | F. Prewitt (512) 415-9711 | October 2014 | |
| 60 Amp SS Safety Switch | 1 | | | | | |
| 20 Amp 120/240V Breakers | 2 | | | | | |
| Auxillary Contact Kit | 2 | | | | | |
| 16" Rubber Hose | 7 | 17200 Old Burnet Road-Jonestown, Texas 78645 | \$136,150 | K.Wenske (512) 848-2419 | September 2014 | |
| 18" American Flow MJ Gate Valves | 2 | 18013 Marshall Point Dr-Lago Vista, Texas 78645 | \$15,219 | K.Wenske (512) 848-2419 | September 2014 | |
| Misc. Concrete Reinforcing | N/A | 18013 Marshall Point Dr-Lago Vista, Texas 78645 | - | K.Wenske (512) 848-2419 | - | |
| 400 Amp Safety Switches | 2 | TMC / 601 S Patterson-Florence, Texas 76527 | \$21,000 (+/-) | F. Prewitt (512) 415-9711 | This month | Billing Forthcoming |



May 13, 2015

Ms. Shay Ralls Roalson, P.E.
HDR Engineering, Inc.
4401 West Gate Blvd, Ste 400
Austin, Texas 78745

**RE: City of Lago Vista WTP No.3 Raw Water Intake
Reduction in Retainage Request**

Dear Ms. Roalson:

Per our meeting with the City of Lago Vista on May 1st we requested a reduction in retainage due to the intake project delays. As you know these delays were through no fault of Excel Construction and outside of our control. We've made this request as we have closed out several agreements with our vendors since their work has been completed in full. We couldn't rightfully in good conscience keep holding their retainage as they had no fault in the delay. Per our review of the work, we respectfully request a reduction from the current 5% amount to 2% total remaining for work that is complete and in place. The remaining amount of 2% should be ample enough retainage for current materials in storage until project completion. The remaining work to be completed will resume under the original 5% per the contract requirements once the project starts back up.

Don't hesitate to contact me with any questions or comments.

Respectfully,

K. Wenske

Kevin Wenske – Project Manager
Excel Construction Services, LLC

cc: Randal Park – Excel Construction Services
Project File



MATOUS CONSTRUCTION

GENERAL CONTRACTORS

8602 N. Hwy. 317 • Belton, Texas 76513 • Office: 254.780.1400 • Fax: 254.780.2599

May 13, 2015

Shay Ralls Roalson, P.E.
HDR Engineering, Inc.
4401 West Gate Blvd., Suite 400
Austin, TX 78745

RE: Request to Release Retainage
City of Lago Vista Water Treatment Plant No. 3

Dear Shay:

As you know, our crews have completed all work with the exception of Final Start up and Paving on the above referenced project. Paving is scheduled for May 19, 2015. This letter shall serve as our written notice of Substantial Completion of the project.

Therefore, we request Release of Retainage in accordance with Article 10 – Payment Procedures, Para 10.01.A.1.a. (1). whereas it states:

“If the Work has been 50 percent completed as determined by the Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the work remain satisfactory to them, there will be no retainage.”

Please be advised that our Performance and Payment Bond are in place to guarantee payment of all vendors and subcontractors. We will forward a letter from our Surety authorizing final payment to contractor.

Should you have any questions, please feel free to contact us.

Sincerely,

Bruce A. Matous
Chief Executive Officer
bruce@matousconstruction.com

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

14. Discussion, consideration, action if any re: Recommendation from the Golf Course Advisory Committee regarding increasing the price of products at Highland and Lago Vista golf courses.



AGENDA ITEM

City of Lago Vista

To: Mayor & City Council Council Meeting: May 21, 2015

From: Eric Cupit, Director of Golf Operations

Subject: Recommendation from the Golf Course Advisory Committee regarding increasing the price of products at Highland and Lago Vista golf courses.

Request: Business Item Legal Document: Legal Review:

EXECUTIVE SUMMARY:

At the Golf Course Advisory Committee meeting on Tuesday, May 12, 2015, the Committee unanimously voted to Council to increase the current beer and wine prices by \$1.00 with the exception of pitcher beer which will be raised by \$1.25.

Here are the current beer and proposed wine prices
A prices are tax inclusive

| Product | size | current price | proposed price |
|-----------------------|-------------|---------------|----------------|
| All Domestic Beer | 12 oz. cans | \$2.00 | \$3.00 |
| All Import Beer | 12 oz. cans | \$2.50 | \$3.50 |
| All draft beer | 16 oz. mugs | \$2.00 | \$3.00 |
| All Pitchers of Beer | | \$7.75 | \$9.00 |
| Small Bottles of Wine | | \$3.00 | \$4.00 |
| Glass of Boxed Wine | | \$2.00 | \$3.00 |

Impact if Approved:

Impact if approved could increase beer and wine revenue by \$50,000 a year

Impact if Denied:

Beer and wine revenue will remain static.

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:

Approve Item

Motion to:

Motion to:

Known As:

Agenda Item Approved by City Manager

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

15. Discussion, consideration, action if any re: Recommendation from the Golf Course Advisory Committee regarding increasing for non-member green fees .



AGENDA ITEM

City of Lago Vista

To: **Council Meeting:**

From:

Subject:

Request: **Legal Document:** **Legal Review:**

EXECUTIVE SUMMARY:

At the Golf Course Advisory Committee meeting on Tuesday, May 12, 2015, the Committee unanimously voted to recommend to Council an increase in non-member fees on both the Highland Lakes and the Lago Vista Golf Courses. This would effect only Friday, Saturday, Sunday and holidays. The recommendation is to increase the green fee from \$42 to \$45 on those days.

Impact if Approved:

This is estimated to increase our weekend and holiday non-member green fee revenue by \$36,000 a year based on last year's play.

Impact if Denied:

Weekend revenue will remain static.

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:

Approve Item

Motion to:

Motion to:

Known As:

Agenda Item Approved by City Manager

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

16. Discussion, consideration, action if any re: A Resolution of the City Council of the City of Lago Vista, Texas establishing a Comprehensive Plan Advisory Committee.



AGENDA ITEM

City of Lago Vista

To: **Mayor & City Council** **Council Meeting:** **May 21, 2015**

From: **David Harrell, AICP, Director**

Subject: **A Resolution of the City Council of the City of Lago Vista, Texas establishing a Comprehensive Plan Advisory Committee.**

Request: **Business Item** **Legal Document:** **Resolution** **Legal Review:**

EXECUTIVE SUMMARY:

The Comprehensive Plan Advisory Committee will be a Committee established for the purposes to assist and offer input associated with the creation of the revised Comprehensive Plan. This Committee shall remain in effect until the Council has approved the revised Comprehensive Plan and at that time the Advisory Committee is dissolved.

Typically when communities begin modifications with their Comprehensive Plans they appoint an Advisory Committee. This Committee typically has between ten (10) and fifteen (15) members which typically consists of their planning commission, city council, chamber of commerce, school representatives, and other community interest.

The Committee is recommended to have thirteen (13) members and consist of the following:

- 1) Two (2) Councilors of the City Council's choice**
- 2) Three (3) Planning & Zoning Commission Members consisting of Jim Moss, Gary Zaleski, and Tara Griffin as chosen at their March 12, 2015 regular meeting date**
- 3) Two (2) City staff officials consisting of Development Services Director David Harrell and City Manager Melissa Byrne-Vossmer**
- 4) One (1) Lago Vista-Jonestown Chamber of Commerce representative consisting of President Keith Billington.**

5) One (1) Lago Vista Property Owners Association representative consisting of Executive Director Vicky Wood.

6) One (1) Lago Vista Independent School District representative consisting of Superintendent Darren Webb.

7) One (1) Rusty Allen Airport Property Owners Association representative consisting of Chair Don Barthlow.

8) One (1) local developer representative consisting of David Carroll from Hines (Tessera on Lake Travis Development).

9) One (1) economic development representative consisting of Doug Casey.

All people named in this coversheet have indicated their willingness to serve provided the Council appoints them to this position.

Impact if Approved:

The Advisory Committee can be established and assist/offer input associated with the creation of the revised Comprehensive Plan and the time-line for a modified Comprehensive Plan can continue.

Impact if Denied:

The Advisory Committee CANNOT be established and assist/offer input associated with the creation of the revised Comprehensive Plan and the time-line for a modified Comprehensive Plan CANNOT continue.

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

Indicate Funding Source:

Not Applicable

Suggested Motion/Recommendation/Action

Motion to:

Approve Resolution

Motion to:

Deny Resolution

Motion to:

Table Resolution

Known As:

Comprehensive Plan Advisory Committee

Agenda Item Approved by City Manager

CITY OF LAGO VISTA, TEXAS

RESOLUTION R-____-15

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA,
TEXAS ESTABLISHING A COMPREHENSIVE PLAN ADVISORY COMMITTEE**

WHEREAS, the City has begun advertising for professional consultants' concerning the update to the Comprehensive Master, and

WHEREAS, the City has nominated a Comprehensive Plan Selection Committee to review proposals associated with the RFP's and make the recommendation associated with choosing a consultant, and

WHEREAS, the City will eventually enter into contract with a consultant to start the process of revising the Comprehensive Master Plan and will need to appoint a Comprehensive Plan Advisory Committee that will consist of City Council, Planning & Zoning Commission, City Staff, and representatives of the community as a whole including the Lago Vista – Jonestown Chamber of Commerce (LVJCOC), Lago Vista Property Owners Association (LVPOA), Lago Vista Independent School District (LVISD), Rusty Allen Airport Property Owners Association (RAAPOA), a local developer, and a person specializing in Economic Development.

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

THAT, the City Council of the City of Lago Vista, Texas, does hereby establish the Comprehensive Plan Advisory Committee that will consist of three Councilors of the City Council's choice, three Planning & Zoning Commission Members consisting of Tara Griffin, Jim Moss, and Gary Zaleski as chosen at their May 14, 2015 regular meeting date, and two City staff officials consisting of Development Services Director David Harrell and City Manager Melissa Byrne-Vossmer, LVJCOC representative Keith Billington, LVPOA representative Vicky Wood, LVISD Representative Darren Webb, RAAPOA representative Don Barthlow, local developer representative David Carroll, and economic development representative Doug Casey, and

THAT, the City Council of the City of Lago Vista, Texas, empowers the Comprehensive Plan Advisory Committee to assist and offer input associated with the creation of the revised Comprehensive Plan, and

THAT, the City Council of the City of Lago Vista, Texas Resolution shall remain in effect until the Council has approved the revised Comprehensive Plan and at that time the Advisory Committee is dissolved.

AND, IT IS SO RESOLVED.

PASSED AND APPROVED this 21st day of May, 2015.

Randy Kruger, Mayor

ATTEST:

Sandra Barton, City Secretary

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

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

17. Discussion, consideration, action if any re: Consideration of a Resolution by the City Council authorizing the City Manager to sign professional services agreements for engineering related services.



AGENDA ITEM

City of Lago Vista

To: **Mayor & City Council** **Council Meeting:** **May 21, 2015**

From: **David Harrell, AICP, Director**

Subject: **Consideration of a Resolution by the City Council of the City of Lago Vista, Texas authorizing the City Manager to sign professional services agreements for engineering related services.**

Request: **Business Item** **Legal Document:** **Contract** **Legal Review:**

EXECUTIVE SUMMARY:

Earlier this year City staff placed a request for proposal (RFP) for engineering services. The idea behind this proposal is to begin seeking out additional professionals who offered services not currently offered by our current engineering consultant. We have retained our current engineering consultant since 1990. Out of ten (10) engineering consultants a City Staff Selection Committee consist of the Development Services Director, Public Works Director, Building Official, and Parks and Recreation Manager limited this to four (4) engineering firms. These firms are Walker & Partners, HDR, Cobb-Fendley, and Freese & Nichols. These four (4) engineering firms will be used exclusively unless we seek another RFP for capital projects.

The consultants bring several different services other than just engineering. Some of these services include aviation, GIS (provide backup and services in cases of vacancy), construction inspection, certified floodplain manager (CFM) (in cases of vacancy of Building Official), utility management (in cases of vacancy in Public Works), surveying, urban planning services (in cases of Director vacancy).

These consultants would be used on an as needed basis and be paid hourly, which is similar to our current engineering consultant. Those four (4) engineering firms contracts are before the Council at this time seeking authorization from Council for the City Manager to sign the items.

Impact if Approved:

The City Manager can sign the four (4) agreements and City Staff can begin broadening its consultant choices.

Impact if Denied:

The City Manager cannot sign the four (4) agreements and the City will retain all services through its current consultant.

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

Indicate Funding Source:

Not Applicable

Suggested Motion/Recommendation/Action

Motion to:

Approve Resolution

Motion to:

Deny Resolution

Motion to:

Table Resolution

Known As:

The Engineering Consultant Professional Services Contracts

Agenda Item Approved by City Manager

CITY OF LAGO VISTA, TEXAS

RESOLUTION R-____-15

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS AUTHORIZING THE CITY MANAGER TO SIGN PROFESSIONAL SERVICES AGREEMENTS FOR ENGINEERING RELATED SERVICES.

WHEREAS, the City has utilized one permanent engineering consultant since 1990, and

WHEREAS, the City has determined that additional engineering consultants are necessary in order to use companies that can bring more experience in additional areas such as aviation, GIS, construction inspection, surveying, utilities, and roadway construction, and

WHEREAS, these agreements have been constructed by the City Attorney and have been reviewed and approved by the appropriate engineering firm.

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

THAT, the City Council of the City of Lago Vista, Texas, does hereby authorize the City Manager to sign the professional services agreements between Freese & Nichols, HDR, Walker Partners and Associates, and Cobb-Fendley.

AND, IT IS SO RESOLVED.

PASSED AND APPROVED this 21st day of May, 2015.

Randy Kruger, Mayor

ATTEST:

Sandra Barton, City Secretary

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

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS AGREEMENT, is made and entered into this day by and between the **City of Lago Vista**, a municipal corporation, organized and existing under the laws of the State of Texas, acting by and through its duly authorized representative, and hereinafter referred to as the OWNER, and **Walker Partners, LLC**, acting by and through its duly authorized representative, hereinafter referred to as the ENGINEER.

WHEREAS, the OWNER has determined the need to undertake various projects that require general engineering services; and

WHEREAS, as a result of such apparent needs the OWNER has or will develop Work or Task Orders for specific Projects. Such Work or Task Orders will hereinafter be referred to as the PROJECT and will be attached hereto and incorporated herein as Attachment "A"; and

WHEREAS, to address the PROJECT needs, the OWNER requires professional engineering and associated services; and

WHEREAS, the ENGINEER, having professional and technical employees versed in fields of endeavor appropriate for the conduct of the PROJECT including employees duly licensed and registered to practice engineering in the State of Texas, and employees or Subconsultants duly licensed and registered in the State of Texas to provide land surveying and other required professional services, and has the professional abilities and expertise to undertake the required services; and

WHEREAS, the ENGINEER has agreed to provide professional engineering and related services for PROJECT, as is more fully set out in Attachment "A";

NOW THEREFORE, the OWNER and the ENGINEER, in consideration of their mutual covenants herein, agree in respect to the performance of the professional services to be furnished or rendered by the ENGINEER and to the payment for these services by the OWNER, as set forth above and hereinafter.

SECTION I

EMPLOYMENT OF THE ENGINEER AND PERFORMANCE OF SERVICES

A. GENERAL

The OWNER agrees to employ the ENGINEER and the ENGINEER agrees to perform the professional engineering and other professional services as stated in Attachment "A" and in the Sections to follow; and, in rendering such services, the OWNER agrees to compensate the ENGINEER as stated herein. The OWNER will generally employ ENGINEER as follows:

1. For a PROJECT that arises out of known needs and/or is covered by the current budget of OWNER, the City Manager may approve and assign such PROJECT; or
2. City Council and/or City Manager may award ENGINEER a PROJECT after receiving a statement of qualifications and scope of services that best serve the needs of OWNER.

Nothing in this AGREEMENT provides for an exclusive arrangement with ENGINEER for all the engineering services which may be needed by OWNER,

but an assignment of specific engineering services pursuant to Work or Task Orders which are or will be attached hereto and incorporated herein as Attachment "A" and hereinafter referred to as the PROJECT. ENGINEER shall report to OWNER'S designated representative for the PROJECT (see Section IV also). To the extent of any conflict between the terms of this AGREEMENT, and the provisions set forth in Attachment A, the terms of this AGREEMENT shall control.

B. PERFORMANCE OF SERVICES

The ENGINEER'S associated subconsultants to be utilized in the performance of the PROJECT professional services (as described in Section II following) are identified in Attachment "C." The persons identified as principal ENGINEER and the subconsultants shown in Attachment "C" shall not be changed except with the OWNER'S prior written acknowledgment and concurrence, which shall not be unreasonably withheld. If MBE/WBE participation is required by law or the terms of the grant used to fund the PROJECT, and in the event that the ENGINEER proposes the termination of an identified "Minority Business Enterprise" (MBE) or a "Women Business Enterprise" (WBE) certified subconsultant firm from its employ on this PROJECT, the ENGINEER shall substitute a subconsultant firm of like certification. If the ENGINEER is unable to substitute a subconsultant firm of like certification, the ENGINEER shall provide OWNER with documentation of their efforts to acquire the services of a MBE/WBE replacement firm. The OWNER'S MBE/WBE certifications shall solely apply to this AGREEMENT.

C. GEOTECHNICAL LABORATORY SERVICES

If geotechnical laboratory services are provided for the PROJECT through this AGREEMENT, either by the ENGINEER or its subconsultant(s), these services shall be performed by a laboratory accredited, in soils or geotechnical testing as appropriate, by the American Association of Laboratory Accreditation or by the American Association of State Highway and Transportation Officials. The ENGINEER agrees to provide evidence to the OWNER of such accreditation on an annual basis for the duration of this AGREEMENT.

SECTION II

BASIC PROJECT SERVICES OF THE ENGINEER

The ENGINEER shall serve as the OWNER'S professional consultant in those phases of the PROJECT to which this AGREEMENT applies; and, will give consultation and advice to the OWNER during the performance of its services.

The ENGINEER shall, in the scope of its work, perform the services described in Attachment "A" which shall be attached hereto and incorporated herein for all purposes as the PROJECT. ENGINEER shall only commence the work described in Attachment "A" as authorized by the OWNER (in subsequent written authorizations to proceed) as described hereinafter. All work performed in connection with this AGREEMENT shall be performed in accordance with high professional standards, and within the time periods for the completion of the services required by this AGREEMENT. Once ENGINEER is authorized to perform services, ENGINEER shall commence the performance of the services within ten (10) calendar days following authorization and shall diligently pursue the same to completion in a timely manner.

If a time period for performance of the services is not set out herein, OWNER and ENGINEER may hereafter agree upon the time period for the completion of services.

As part of its Basic Services, ENGINEER shall provide OWNER on completion of any design, or any phase of a design, with the number of sets of plans for OWNER's use agreed to by OWNER and ENGINEER, but in no event fewer than five (5) sets, and sufficient sets for the use of Contractors and subcontractors in bidding out the PROJECT. ENGINEER may establish a fee to Contractors or subcontractors for complete sets of plans to be used by them as part of the bid process in accordance with customary practice within the area in which the PROJECT is located. All plans provided in connection with this AGREEMENT shall be certified by the ENGINEER as complying with all applicable Federal, State and local laws, and shall be signed and sealed by the ENGINEER. All subconsultants that perform a component of the design services required under this AGREEMENT, shall similarly prepare a plan showing their portion of the design work, as appropriate, which is similarly certified to, signed and sealed by the subconsultant.

SECTION III

CHANGES IN WORKSCOPE

OWNER, without invalidating this AGREEMENT or the PROJECT, may order changes within the general scope of the PROJECT by altering, adding to and/or deleting or deducting from the PROJECT to be performed. If any changes made under this clause to the PROJECT cause an increase or decrease in the ENGINEER'S cost of, or the time required for, the performance of part of the PROJECT, an equitable adjustment will be made by mutual agreement and the PROJECT will be modified in

writing accordingly. Notwithstanding the foregoing, should the PROJECT be changed or amended due to some error on the part of the ENGINEER, the only equitable adjustment that will be made shall be to the benefit of the OWNER.

SECTION IV

ADDITIONAL SERVICES OF THE ENGINEER

If ENGINEER determines that services outside the scope of PROJECT ("Additional Services") are required or recommended, or that ENGINEER is being asked by OWNER to perform services not covered by PROJECT, ENGINEER shall notify OWNER that such services are Additional Services, and the cost associated with their performance prior to undertaking them. Any provision in this Agreement to the contrary notwithstanding, OWNER shall not be liable to ENGINEER for the costs of any Additional Services in connection with the PROJECT unless OWNER has agreed in writing to the performance of the services, which have been identified to OWNER as Additional Services, including the cost for such services, prior to the commencement of such services.

SECTION V

THE OWNER'S RESPONSIBILITIES

The OWNER will:

- A. Provide full information as to its requirements for the PROJECT.
- B. Designate the OWNER'S REPRESENTATIVE for this PROJECT. ENGINEER understands and agrees that ENGINEER shall obtain instruction and direction of the services to be performed hereunder only from OWNER's designated

OWNER'S REPRESENTATIVE or other representative designated by OWNER in writing. ENGINEER shall not perform services directed or requested by any other person, unless approved by OWNER'S REPRESENTATIVE or other designated representative in writing. In the event ENGINEER is uncertain whether or not it is authorized to perform services, ENGINEER shall seek confirmation from OWNER'S REPRESENTATIVE or other designated representative.

- C. Assist ENGINEER by placing at its disposal available reports and other data relevant to the development of the PROJECT which OWNER has had performed in connection with the property or the PROJECT by other service providers.
- D. Assist ENGINEER in gaining entry to public and private property as may be required by the ENGINEER in the performance of their services under this AGREEMENT.
- E. Examine all studies, reports, sketches, estimates, proposals and other documents presented by the ENGINEER and render decisions pertaining thereto within a reasonable time so as not to unreasonably delay the services of the ENGINEER.
- F. Furnish, or direct ENGINEER (by way of written Supplemental Amendment to this AGREEMENT (see Section VI) to provide necessary Additional Services as stipulated in Section III of this AGREEMENT or other services as may be required by the OWNER.

SECTION VI

PAYMENTS TO THE ENGINEER

A. OWNER agrees to pay the ENGINEER as full compensation for the professional engineering and associated services herein contracted for as follows:

1. Basic Services: The total fee for all tasks identified in Attachment "A" shall not exceed the amount set out in Attachment "A" ("Basic Services Fee"). Unless otherwise agreed to by the parties in writing, reimbursable expenses, including, but not limited to copying charges, long-distance phone calls, travel expenses, will be included within the Basic Services Fee. If the parties agree that reimbursable expenses are to be billed separately, they shall also itemize the expenses that will be reimbursed and agree on a not-to-exceed amount for such reimbursable expenses.
2. Additional Services: Compensation will be charged based on the actual hours expended by ENGINEER'S personnel and billed at ENGINEER'S Standard Hourly Rates identified in Attachment "B" attached hereto and incorporated herein for all purposes.
3. Reimbursable Expenses: Reimbursable expenses include transportation and subsistence, reproduction costs and similar items, as identified and agreed to by the parties hereto, and shall be invoiced at direct cost with no overhead mark-up.
4. OWNER agrees to pay ENGINEER a retainer in the amount of \$0.00 when this AGREEMENT is signed by OWNER. ENGINEER shall hold this retainer until completion or termination of this AGREEMENT. At the time of completion or termination of this AGREEMENT, OWNER

authorizes ENGINEER to apply the retainer to any unpaid invoices on this AGREEMENT and return the balance, if any, of the retainer to OWNER at OWNER'S address of record as set out above.

B. METHOD OF PAYMENT

1. Payments on account of ENGINEER'S work on the PROJECT shall be made to ENGINEER at its office, within thirty (30) calendar days after invoice is received and approved by OWNER for payment, subject to the terms of this AGREEMENT.
2. For all services rendered, payment for undisputed amounts is due as provided above, subject to the rights and remedies of OWNER. Invoices for payment of services shall not be submitted to OWNER more frequently than once per month. Billing shall include reasonable documentation of cost of services rendered during the previous month in such form and with such content as OWNER may reasonably require. Interest shall accrue on undisputed amounts which have not been paid in accordance with the provisions of this AGREEMENT and are past due, in accordance with the provisions of Section 2251.021 of the Texas Government Code, unless delay in payment is due to the fault of ENGINEER including improper, contested or inadequate billing procedures followed by the ENGINEER, or the exercise of any rights or remedies by OWNER under the terms of this AGREEMENT.
3. Invoice amounts in excess of the maximum not-to-exceed amount(s) identified above, incurred prior to OWNER'S written consent shall be at ENGINEER'S risk and OWNER is not obligated to pay such billings or

expenses. ENGINEER shall closely monitor the amount of their work and notify OWNER within five (5) working days when expenditures for any phase of work reaches eighty (80) percent of the maximum not-to-exceed amount(s) identified herein. Nothing herein shall be construed to require the OWNER to increase the approved maximum not-to-exceed contract amount(s) established under this AGREEMENT.

4. For all services rendered, ENGINEER'S payment to subconsultants is due within ten (10) calendar days after receipt of payment from the OWNER and, when appropriate, OWNER may issue joint checks to the ENGINEER and subconsultants.
5. Cost of services furnished by subcontractors or subconsultants on shall be reimbursed at invoice cost, unless otherwise agreed to by the parties in writing.

SECTION VII

TERMINATION AND DEFAULT

The OWNER shall have the right to terminate this AGREEMENT at any time after thirty (30) calendar days notice to the ENGINEER. OWNER shall pay the ENGINEER for services rendered and obligations incurred to date of termination and ENGINEER shall submit to the OWNER all Work and documents prepared to that point. Payment to the ENGINEER of lump-sum not-to-exceed amounts shall be proportional to services performed to the date of termination.

In the event OWNER, through no fault of ENGINEER, fails to perform one or more of its obligations under the terms of this Agreement, ENGINEER shall provide OWNER with written notice of the default, and a reasonable opportunity to cure the same, but in no event shall such cure opportunity be less than thirty (30) calendar days. If OWNER fails to cure a material default, or to initiate appropriate action to cure a material default, within such cure period, then ENGINEER shall have the right, as its exclusive remedy, to terminate this Agreement, in which event OWNER shall be liable to ENGINEER for all services rendered and obligations incurred to date of termination and ENGINEER shall submit to the OWNER all Work and documents prepared to that point. Payment to the ENGINEER of lump sum not to exceed amounts shall be proportional to services performed to the date of termination.

In the event ENGINEER, through no fault of OWNER, fails to perform one or more of its obligations hereunder or defaults under the terms of this AGREEMENT, OWNER shall provide ENGINEER with notice of the default, and a reasonable opportunity, not to exceed thirty (30) days to cure the same. In the event a cure is not effected during such cure period, OWNER, in addition to any other rights and remedies provided by this AGREEMENT, shall have the right to pursue one or more of the following: (a) terminate this AGREEMENT, (b) withhold payments due to ENGINEER until the default is cured to OWNER's satisfaction, or (c) pursue any rights and remedies available at law or equity. All rights and remedies provided by this AGREEMENT, or available at law or equity

shall be cumulative and not exclusive, and may be exercised concurrently or successively.

SECTION VIII

SUCCESSOR AND ASSIGNS

This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors, executors and assigns. The foregoing notwithstanding, the ENGINEER shall not assign or transfer its interest in this AGREEMENT without the prior written consent of the OWNER. Any transfer or assignment made without OWNER'S prior written consent shall not be binding upon OWNER unless expressly ratified by OWNER in writing, and shall not relieve ENGINEER of its obligations hereunder.

SECTION IX

OWNERSHIP AND USE OF DOCUMENTS

The ENGINEER agrees that items such as plans, drawings, photos, designs, studies, specifications, data, computer programs, schedules, technical reports, or other work products which are required or specified to be delivered under this AGREEMENT, and which are to be paid for by the OWNER, are subject to the rights of the OWNER in effect on the date of execution of this AGREEMENT. These rights include the right to use, duplicate and disclose such items, in whole or in part, in any manner and for whatever purpose; and, to have others do so, and to use such items in connection with the PROJECT and any subsequent alterations thereto. If an item produced by the ENGINEER is copyrightable, the ENGINEER may copyright it,

subject to the rights of the OWNER. The OWNER reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, modify and use such items and to authorize others to do so. Without limiting the generality of the foregoing, if the services of ENGINEER are terminated under this AGREEMENT, OWNER shall have the right to use the work produced by ENGINEER, and to allow others to do so, in connection with the PROJECT. The ENGINEER shall include in its subconsultant contracts appropriate provisions to achieve the purpose of this Section VIII.

All such items furnished by the ENGINEER pursuant to this AGREEMENT are considered instruments of its services in respect to the PROJECT. It is understood that the ENGINEER does not represent such items to be suitable for reuse on any other project. If the OWNER reuses such items without the ENGINEER'S specific written verification or adaptation, such reuse will be at the risk of the OWNER, without liability to the ENGINEER. Any such verification or adaptation requested by the OWNER may entitle the ENGINEER to further compensation at an amount agreed upon between the OWNER and the ENGINEER.

SECTION X

ENGINEER'S RESPONSIBILITY AND LIABILITY

All services performed in connection with this AGREEMENT shall be performed in accordance with high professional standards, in a non-negligent manner, free from defects, and in accordance with the terms of this AGREEMENT. Acceptance and approval by the OWNER of the final PROJECT Report or other documents or services produced by ENGINEER, shall not constitute nor be deemed a release of the responsibilities and liability of the ENGINEER for the accuracy and competency of the

ENGINEER'S work products, design, or other documents, and services prepared/performed under this AGREEMENT. No approvals or acceptances by or on behalf of the OWNER shall be deemed to be an assumption of such responsibility by the OWNER for any defect, error or omission in said work products, design or other documents and services as prepared/performed by the ENGINEER or its subconsultants. Without limiting the generality of the foregoing, ENGINEER will assist OWNER in establishing a Fixed Construction Budget for the PROJECT, and in designing the PROJECT to fall within the Fixed Construction Budget. In the event that the PROJECT is let for bids, and the lowest responsible bid exceeds the Fixed Construction Budget, OWNER may (i) agree to proceed with the PROJECT as designed and pay the excess construction costs, (ii) terminate the PROJECT, or (iii) require the ENGINEER to redesign the PROJECT at no additional cost to OWNER, in accordance with design-criteria, specifications and plans approved by OWNER to fit within the Fixed Construction Budget. The ENGINEER'S opinions of probable construction costs provided for herein are to be made on the basis of the ENGINEER'S experience and qualifications and represent the ENGINEER'S best judgment as an experienced and qualified professional generally familiar with the industry. Although the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the ENGINEER cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER, the OWNER shall have the rights provided for in this Section.

The ENGINEER further agrees to correct programs or documents or re-execute services as may be required due to the ENGINEER'S development of programs or documents which are found to be in error or contain defects or omissions at no additional cost to the OWNER.

Redesigns required or occasioned for the convenience of the OWNER shall be paid for as provided and prescribed hereinbefore under Additional Services of the ENGINEER, but only if such Additional Services are required in writing by OWNER as required herein.

If the ENGINEER's scope of services includes contract administration in connection with the construction of the PROJECT, the ENGINEER shall be responsible for overseeing the Contractor's performance of its construction obligations, reviewing submissions required by the Contract Documents, responding to requests for clarification, reviewing applications for payment and advising OWNER whether to pay all or any portion of the same, reviewing the contractor's work for compliance with the Engineer's design and the Construction Documents, and reporting any problems or potential problems to the OWNER with regard to the construction, and keeping OWNER apprised of the Contractor's work, and assisting OWNER with disputes or claims with Contractor involving the work, all in a timely manner so as not to delay construction, and to prevent or mitigated consequences to OWNER of any of problem with the construction or Contractor's performance. The ENGINEER is not responsible for any failure of the Contractor to perform its contract obligations, but ENGINEER is responsible for the performance of ENGINEER's services in connection with this AGREEMENT. The ENGINEER will also review the PROJECT prior to the

expiration of any warranty period, and assist OWNER with identifying defects in material or labor and securing Contractor's repair or replacement of defective work.

ENGINEER understands that OWNER may require ENGINEER to temporarily suspend work. OWNER understands that the suspension of work by ENGINEER may cause ENGINEER to incur additional costs to resume work, whether on Basic or Additional Services, and OWNER agrees to reimburse ENGINEER for such reasonable and unavoidable additional costs in an amount to be agreed upon by ENGINEER and OWNER in writing at time ENGINEER has been given written notice of the suspension.

SECTION XI

PERIOD OF SERVICE

- A. The ENGINEER contracts and agrees to commence work provided for herein within five (5) working days from the date of OWNER'S written authorization to proceed for each phase of work identified in Attachment "A."
- B. This AGREEMENT shall remain in force for a period required for the completion of the PROJECT, including required extensions thereto and warranty period services, unless discontinued by any of the several provisions included elsewhere in this AGREEMENT.

SECTION XII

MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

The ENGINEER agrees to maintain appropriate accounting records of costs, expenses and payrolls of employees working on the PROJECT together with

documentation and evaluations and study results, for a period of five (5) years after final payment for completed services and all other pending matters concerning this AGREEMENT have been closed. The ENGINEER further agrees that the OWNER, or their duly authorized representative(s), shall have access to any and all books, documents, papers and records of the ENGINEER which are directly pertinent to the services to be performed under this AGREEMENT for the purposes of making audit, examination, excerpts and transcriptions.

SECTION XIII

VENUE

VENUE AND JURISDICTION OF ANY SUIT, RIGHT OR CAUSE OF ACTION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL LIE, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES CONSENT TO VENUE EXCLUSIVELY IN, COURTS OF COMPETENT JURISDICTION IN TRAVIS COUNTY, TEXAS, OR IN FEDERAL COURTS IN WESTERN DISTRICT OF TEXAS, AUSTIN DIVISION.

SECTION XIV

INSURANCE REQUIREMENTS

The ENGINEER agrees to carry and maintain insurance in the following types and amounts for the duration of this AGREEMENT, and furnish certificates of insurance and make available copies of policy declaration pages and policy endorsements as evidence thereof:

1. Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act and minimum policy limits for employers Liability of \$100,000 bodily injury per accident, \$500,000 bodily injury disease policy limit and \$100,000 per disease per employee.
 - a. Waiver of Subrogation in favor of the OWNER, endorsement WC420304.
 - b. Thirty (30) Calendar Day Notice of Cancellation in favor of the OWNER, endorsement WC 420601.

2. Commercial General Liability with a combined single limit of \$500,000 per occurrence for coverages A&B including products/completed operations, where appropriate, with a separate aggregate of \$500,000. The policy shall contain the following provisions:
 - a. Blanket contractual liability coverage for liability assumed under the AGREEMENT and all contracts relative to the PROJECT.
 - b. Independent Contractors coverage.
 - c. OWNER listed as an additional insured, endorsement CG 2010.
 - d. Thirty (30) calendar day Notice of Cancellation in favor of the OWNER, endorsement CG 0205.
 - e. Waiver of Transfer of Rights of Recovery Against Others in favor of the OWNER, endorsement CG 2404.

3. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and \$100,000

property damage liability per accident. The policy shall contain the following endorsements in favor of the OWNER:

- a. Waiver of Subrogation endorsement TE 2046A.
 - b. Thirty (30)-calendar day Notice of Cancellation, endorsement TE 0202A.
 - c. Additional Insured, endorsement TE 9901B.
4. Professional Liability Insurance with a minimum limit \$500,000 per claim and in the aggregate to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed or alleged to have been committed with respect to plans, maps, drawings, analyses, reports, surveys, change orders, designs, or specifications prepared or alleged to have been prepared by the assured. The policy shall provide for thirty (30) calendar day notice of cancellation in favor of the OWNER.

ENGINEER shall require each Subconsultant to maintain the same insurance with the same endorsements in favor of OWNER, unless otherwise agreed by OWNER in writing.

General Requirements

The ENGINEER shall be responsible for insurance premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificates of insurance required above.

Applicable to all insurance policies: If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of this AGREEMENT and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The ENGINEER shall maintain continuous coverage

for the duration of this AGREEMENT and for not less than twenty-four (24) months following substantial completion of the PROJECT. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to the PROJECT. The ENGINEER shall, on at least an annual basis, provide the OWNER with a certificate of insurance as evidence of such insurance.

If insurance policies are not written for amounts specified above, the ENGINEER shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

The ENGINEER shall not commence work under this AGREEMENT until they have obtained the required insurance and until such insurance has been reviewed by the OWNER. The ENGINEER shall not allow any subconsultants to commence work until the required insurance has been obtained and approved. Approval of insurance by the OWNER shall not relieve or decrease the liability of the ENGINEER hereunder.

Insurance shall be written by a company licensed to do business in the State of Texas at the time the policy is issued and shall be written by a company with an A. M. Best rating of B+VII or better.

Certificate of Insurance and all endorsements shall read:

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

The "other" insurance clause shall not apply to the OWNER where the OWNER is an additional insured shown on the policy. It is intended that policies required in this AGREEMENT, covering both the OWNER and the ENGINEER, shall be considered primary coverage as applicable.

The OWNER shall be entitled, upon request and without expense, to receive copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies and if such request for deletions, revisions, or modifications are commercially available.

The ENGINEER shall not cause any insurance required under this AGREEMENT to be canceled nor permit any insurance to lapse during the term of this AGREEMENT.

The OWNER reserves the right to review the insurance requirements of this section during the effective period of the AGREEMENT and to make reasonable adjustments to insurance coverages and their limits when deemed necessary and prudent by the OWNER based upon changes in statutory law, court decisions or the claims history of the industry as well as the ENGINEER (such adjustments shall be commercially available to the ENGINEER). If the implementation of such revised insurance coverages/limits would result in additional costs to the ENGINEER, the ENGINEER may request additional compensation from the OWNER under the provisions of Section V, Paragraph B herein.

Actual losses not covered by insurance as required by this AGREEMENT shall be paid by the ENGINEER.

The ENGINEER hereby expressly agrees to indemnify and hold harmless the OWNER and the OWNER'S officers, agents and employees, from and against all expenses, claims, demands, costs, causes of action, and liability of every kind and

nature, including reasonable attorney's fees for the defense of all claims and demands (collectively, "Costs"), arising directly from, or in any way connected with, the negligent performance of services in connection with this AGREEMENT by the ENGINEER, its officers, agents, employees and parties with whom it contracts, including Subconsultants, and from all Costs in connection with injury or property damages arising from the performance of services under this Agreement by ENGINEER, its employees, agents, representatives and parties with whom it contracts, including Subconsultants.

OWNER and ENGINEER waive subrogation and hereby release each other, and their respective employees and officers, and representatives from liability for all damages, expenses and costs ("Costs"), to the extent, but only to the extent, that such amounts are covered by insurance proceeds actually paid and applied to the satisfaction of such Costs.

SECTION XV

POLLUTANTS AND HAZARDOUS WASTES

It is understood and agreed by both parties that ENGINEER has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition ("Hazardous Conditions") present at the PROJECT as of commencement of the work on the PROJECT ("Preexisting Hazardous Conditions), if any, and ENGINEER'S compensation hereunder is not commensurate with the potential risk of injury or loss that may be caused by exposure to such Hazardous Conditions. The parties agree that in performing the services required by the PROJECT and this AGREEMENT,

ENGINEER does not take possession or control of the subject site and is not therefore responsible for the existence of any pollutant present on or migrating from the site, except for any Hazardous Conditions introduced, caused or created by ENGINEER or its representatives or subcontractors. ENGINEER shall have no responsibility for any Preexisting Hazardous Condition during clean-up, transportation, storage or disposal activities related to those Pre-existing Hazardous Conditions, provided that ENGINEER has not acted in a way that has exacerbated any such Preexisting Hazardous Condition or increased the cost of or difficulty of removing such Preexisting Hazardous Condition and remediating the site. ENGINEER and its Representative and Subcontractors shall promptly inform OWNER of any Preexisting Hazardous Condition or other Hazardous Condition upon discovery.

SECTION XVI

COMPLIANCE WITH ALL LAWS

During the performance of the services provided by this AGREEMENT, the ENGINEER agrees to comply, and to require its Subconsultants to comply, with all Federal, State and local laws and regulations applicable to the services or the Project.

SECTION XVII

CERTIFICATE OF ENGINEER

The individual(s) signing this AGREEMENT, acting as duly authorized representative(s) of the firm of ENGINEER hereby certify that neither they nor any other members of the ENGINEER'S firm which they represent have:

- A. Agreed, as an expressed or implied condition for obtaining this AGREEMENT, to employ or retain the services of (1) any firm or person in the employ of the OWNER or, (2) an OWNER official, in connection with carrying out the work to be performed under this AGREEMENT.
- B. Paid or agreed to pay as an express or implied condition for obtaining this AGREEMENT (1) any firm or person in the employ of the OWNER or, (2) an OWNER official, any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the work provided under the AGREEMENT.

The ENGINEER further acknowledges that this certification may be furnished to any Local, State and Federal Governmental Agencies of the United States in connection with this AGREEMENT and for portions of the PROJECT involving participation of Agency Grant funds and is subject to all applicable State and Federal laws, both criminal and civil.

SECTION XVIII

ADDITIONAL PROVISIONS

During the performance of the contract, ENGINEER agrees as follows:

- A. The Engineer will not discriminate against any employee or applicant for employment because of race, religion, color, gender, sexual orientation, gender identity, or national origin. The engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, gender, sexual orientation, gender identity, or national origin.

- B. The Engineer will, in all solicitations or advertisements for employees place by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, gender, sexual orientation, gender identity, or national origin.

SECTION XIX

MISCELLANEOUS

A. SEVERABILITY

If any word, phrase, clause, sentence or provision of the AGREEMENT, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, such finding shall only effect such word, phrase, clause, sentence or provision, and such finding shall not effect the remaining portions of the AGREEMENT, this being the intent of the parties in entering unto this AGREEMENT; and all provisions of this instrument are declared to be severable for this purpose.

B. CONSTRUCTION OF AGREEMENT

Although the AGREEMENT is substantially drafted by one (1) party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other.

C. ENGINEER'S PROJECT PURCHASES

All durable PROJECT equipment, tools, materials, etc., if any, purchased by the ENGINEER and invoiced to the OWNER shall be considered the property of the

OWNER and shall be given over to the OWNER at the time of OWNER'S request or at the completion of the PROJECT.

D. FULL AND FINAL AGREEMENT

This AGREEMENT (consisting of this document and, where applicable, OWNER'S Request for Qualifications ("RFQ") which is incorporated herein by reference for all purposes to the extent that such RFQ is not inconsistent with this document and also including ENGINEER'S proposal and submittals, where applicable, to the extent that such proposal and submittals are not inconsistent with this document or the RFQ) constitutes the entire agreement of the parties concerning the subject matter hereof, and may only be amended by a written document signed by both parties. All prior and contemporaneous understandings, whether written or oral, are merged herein.

E. NOTICE

Any notice required to be given under the terms of this Agreement shall be in writing. Notice shall be deemed delivered, whether or not actually received, three (3) calendar days after it is deposited in the U.S. Mail, certified mail, return receipt requested, properly addressed as set forth below with correct postage, with a copy sent concurrently by facsimile. Notice given in any other way shall be effective when and if actually received.

Executed to be effective as of the ____ day of _____, 2015.

City of Lago Vista

By: _____

Melissa Byrne Vossmer
City Manager

Address for Notice:

Mailing address:

City of Lago Vista
5803 Thunderbird
Lago Vista, Texas 78645

ENGINEER:

Walker Partners, LLC

By: *Gary C. Graham* Date: 5-7-15
Name: Gary C. Graham
Title: Manager

Address for Notice:

Walker Partners, LLC
600 W. Austin St. Suite 20
Waco, Texas 76701

List of Attachments:

- Attachment "A" – Work or Task Orders ("PROJECT")
- Attachment "B" – Schedule of Hourly Rates for ENGINEER and its Subconsultants
- Attachment "C" --List of any Subcontractors/Subconsultants and whether MBE/WBE

Attachment A

Task Order

Each Assignment will be Authorized by Individual Task Order

This is **Attachment B**, consisting of 1 page, referred to in and part of the **Professional Services Agreement between the City of Lago Vista and Walker Partners, LLC**; dated _____.

Standard Hourly Rates Schedule

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustment annually. Hourly rates for services effective on the date of this Agreement are:

| | | |
|--------------------|---------------------------|---------------------|
| Managing Principal | | \$ <u>225</u> /hour |
| Manager | | \$ <u>225</u> /hour |
| Billing Class 16 | Senior Project Manager | \$ <u>165</u> /hour |
| Billing Class 15 | Project Manager | \$ <u>150</u> /hour |
| Billing Class 14 | Assistant Project Manager | \$ <u>80</u> /hour |
| Billing Class 13 | Professional VI | \$ <u>125</u> /hour |
| Billing Class 12 | Professional V | \$ <u>105</u> /hour |
| Billing Class 11 | Professional IV | \$ <u>90</u> /hour |
| Billing Class 10 | Professional III | \$ <u>80</u> /hour |
| Billing Class 9 | Professional II | \$ <u>75</u> /hour |
| Billing Class 8 | Professional I | \$ <u>70</u> /hour |
| Billing Class 7 | Technician VII | \$ <u>145</u> /hour |
| Billing Class 6 | Technician VI | \$ <u>105</u> /hour |
| Billing Class 5 | Technician V | \$ <u>90</u> /hour |
| Billing Class 4 | Technician IV | \$ <u>80</u> /hour |
| Billing Class 3 | Technician III | \$ <u>75</u> /hour |
| Billing Class 2 | Technician II | \$ <u>55</u> /hour |
| Billing Class 1 | Technician I | \$ <u>45</u> /hour |
| Support Staff | | \$ <u>30</u> /hour |
| 1-Man Crew | | \$ <u>90</u> /hour |
| 2-Man Crew | | \$ <u>125</u> /hour |
| 3-Man Crew | | \$ <u>145</u> /hour |
| 4-Man Crew | | \$ <u>165</u> /hour |

Attachment C

Additional Subcontractors

None Required at this Time

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS AGREEMENT, is made and entered into this day by and between the City of Lago Vista, a municipal corporation, organized and existing under the laws of the State of Texas, acting by and through its duly authorized representative, and hereinafter referred to as the OWNER, and HDR Engineering, Inc., acting by and through its duly authorized representative, hereinafter referred to as the ENGINEER.

WHEREAS, the OWNER has determined the need to undertake various projects that require general engineering services; and

WHEREAS, as a result of such apparent needs the OWNER has or will develop Work or Task Orders for specific Projects. Such Work or Task Orders will hereinafter be referred to as the PROJECT and will be attached hereto and incorporated herein as Attachment "A"; and

WHEREAS, to address the PROJECT needs, the OWNER requires professional engineering and associated services; and

WHEREAS, the ENGINEER, having professional and technical employees versed in fields of endeavor appropriate for the conduct of the PROJECT including employees duly licensed and registered to practice engineering in the State of Texas, and employees or Subconsultants duly licensed and registered in the State of Texas to provide land surveying and other required professional services, and has the professional abilities and expertise to undertake the required services; and

WHEREAS, the ENGINEER has agreed to provide professional engineering and related services for PROJECT, as is more fully set out in Attachment "A";

NOW THEREFORE, the OWNER and the ENGINEER, in consideration of their mutual covenants herein, agree in respect to the performance of the professional services to be furnished or rendered by the ENGINEER and to the payment for these services by the OWNER, as set forth above and hereinafter.

SECTION I

EMPLOYMENT OF THE ENGINEER AND PERFORMANCE OF SERVICES

A. GENERAL

The OWNER agrees to employ the ENGINEER and the ENGINEER agrees to perform the professional engineering and other professional services as stated in Attachment "A" and in the Sections to follow; and, in rendering such services, the OWNER agrees to compensate the ENGINEER as stated herein. The OWNER will generally employ ENGINEER as follows:

1. For a PROJECT that arises out of known needs and/or is covered by the current budget of OWNER, the City Manager may approve and assign such PROJECT; or
2. City Council and/or City Manager may award ENGINEER a PROJECT after receiving a statement of qualifications and scope of services that best serve the needs of OWNER.

Nothing in this AGREEMENT provides for an exclusive arrangement with ENGINEER for all the engineering services which may be needed by OWNER,

but an assignment of specific engineering services pursuant to Work or Task Orders which are or will be attached hereto and incorporated herein as Attachment "A" and hereinafter referred to as the PROJECT. ENGINEER shall report to OWNER'S designated representative for the PROJECT (see Section IV also). To the extent of any conflict between the terms of this AGREEMENT, and the provisions set forth in Attachment A, the terms of this AGREEMENT shall control.

B. PERFORMANCE OF SERVICES

The ENGINEER'S associated subconsultants to be utilized in the performance of the PROJECT professional services (as described in Section II following) are identified in Attachment "C." The persons identified as principal ENGINEER and the subconsultants shown in Attachment "C" shall not be changed except with the OWNER'S prior written acknowledgment and concurrence, which shall not be unreasonably withheld. If MBE/WBE participation is required by law or the terms of the grant used to fund the PROJECT, and in the event that the ENGINEER proposes the termination of an identified "Minority Business Enterprise" (MBE) or a "Women Business Enterprise" (WBE) certified subconsultant firm from its employ on this PROJECT, the ENGINEER shall substitute a subconsultant firm of like certification. If the ENGINEER is unable to substitute a subconsultant firm of like certification, the ENGINEER shall provide OWNER with documentation of their efforts to acquire the services of a MBE/WBE replacement firm. The OWNER'S MBE/WBE certifications shall solely apply to this AGREEMENT.

C. GEOTECHNICAL LABORATORY SERVICES

If geotechnical laboratory services are provided for the PROJECT through this AGREEMENT, either by the ENGINEER or its subconsultant(s), these services shall be performed by a laboratory accredited, in soils or geotechnical testing as appropriate, by the American Association of Laboratory Accreditation or by the American Association of State Highway and Transportation Officials. The ENGINEER agrees to provide evidence to the OWNER of such accreditation on an annual basis for the duration of this AGREEMENT.

SECTION II

BASIC PROJECT SERVICES OF THE ENGINEER

The ENGINEER shall serve as the OWNER'S professional consultant in those phases of the PROJECT to which this AGREEMENT applies; and, will give consultation and advice to the OWNER during the performance of its services.

The ENGINEER shall, in the scope of its work, perform the services described in Attachment "A" which shall be attached hereto and incorporated herein for all purposes as the PROJECT. ENGINEER shall only commence the work described in Attachment "A" as authorized by the OWNER (in subsequent written authorizations to proceed) as described hereinafter. All work performed in connection with this AGREEMENT shall be performed in accordance with customary professional standards, and within the time periods for the completion of the services required by this AGREEMENT. Once ENGINEER is authorized to perform services, ENGINEER shall commence the performance of the services within ten (10) calendar days following authorization and shall diligently pursue the same to completion in a timely

manner. If a time period for performance of the services is not set out herein, OWNER and ENGINEER may hereafter agree upon the time period for the completion of services.

As part of its Basic Services, ENGINEER shall provide OWNER on completion of any design, or any phase of a design, with the number of sets of plans for OWNER's use agreed to by OWNER and ENGINEER, but in no event fewer than five (5) sets, and sufficient sets for the use of Contractors and subcontractors in bidding out the PROJECT. ENGINEER may establish a fee to Contractors or subcontractors for complete sets of plans to be used by them as part of the bid process in accordance with customary practice within the area in which the PROJECT is located. All plans provided in connection with this AGREEMENT shall be certified by the ENGINEER as complying with all applicable Federal, State and local laws, and shall be signed and sealed by the ENGINEER. All subconsultants that perform a component of the design services required under this AGREEMENT, shall similarly prepare a plan showing their portion of the design work, as appropriate, which is similarly certified to, signed and sealed by the subconsultant.

SECTION III

CHANGES IN WORKSCOPE

OWNER, without invalidating this AGREEMENT or the PROJECT, may order changes within the general scope of the PROJECT by altering, adding to and/or deleting or deducting from the PROJECT to be performed. If any changes made under this clause to the PROJECT cause an increase or decrease in the ENGINEER'S cost of, or the time required for, the performance of part of the PROJECT, an equitable

adjustment will be made by mutual agreement and the PROJECT will be modified in writing accordingly. Notwithstanding the foregoing, should the PROJECT be changed or amended due to some error on the part of the ENGINEER, the only equitable adjustment that will be made shall be to the benefit of the OWNER.

SECTION IV

ADDITIONAL SERVICES OF THE ENGINEER

If ENGINEER determines that services outside the scope of PROJECT (“Additional Services”) are required or recommended, or that ENGINEER is being asked by OWNER to perform services not covered by PROJECT, ENGINEER shall notify OWNER that such services are Additional Services, and the cost associated with their performance prior to undertaking them. Any provision in this Agreement to the contrary notwithstanding, OWNER shall not be liable to ENGINEER for the costs of any Additional Services in connection with the PROJECT unless OWNER has agreed in writing to the performance of the services, which have been identified to OWNER as Additional Services, including the cost for such services, prior to the commencement of such services.

SECTION V

THE OWNER'S RESPONSIBILITIES

The OWNER will:

- A. Provide full information as to its requirements for the PROJECT.
- B. Designate the OWNER'S REPRESENTATIVE for this PROJECT. ENGINEER understands and agrees that ENGINEER shall obtain instruction and direction of

the services to be performed hereunder only from OWNER's designated OWNER'S REPRESENTATIVE or other representative designated by OWNER in writing. ENGINEER shall not perform services directed or requested by any other person, unless approved by OWNER'S REPRESENTATIVE or other designated representative in writing. In the event ENGINEER is uncertain whether or not it is authorized to perform services, ENGINEER shall seek confirmation from OWNER'S REPRESENTATIVE or other designated representative.

- C. Assist ENGINEER by placing at its disposal available reports and other data relevant to the development of the PROJECT which OWNER has had performed in connection with the property or the PROJECT by other service providers.
- D. Assist ENGINEER in gaining entry to public and private property as may be required by the ENGINEER in the performance of their services under this AGREEMENT.
- E. Examine all studies, reports, sketches, estimates, proposals and other documents presented by the ENGINEER and render decisions pertaining thereto within a reasonable time so as not to unreasonably delay the services of the ENGINEER.
- F. Furnish, or direct ENGINEER (by way of written Supplemental Amendment to this AGREEMENT (see Section VI) to provide necessary Additional Services as stipulated in Section III of this AGREEMENT or other services as may be required by the OWNER.

SECTION VI

PAYMENTS TO THE ENGINEER

A. OWNER agrees to pay the ENGINEER as full compensation for the professional engineering and associated services herein contracted for as follows:

1. Basic Services: The total fee for all tasks identified in Attachment "A" shall not exceed the amount set out in Attachment "A" ("Basic Services Fee"). Unless otherwise agreed to by the parties in writing, reimbursable expenses, including, but not limited to copying charges, long-distance phone calls, travel expenses, will be included within the Basic Services Fee. If the parties agree that reimbursable expenses are to be billed separately, they shall also itemize the expenses that will be reimbursed and agree on a not-to-exceed amount for such reimbursable expenses.
2. Additional Services: Compensation will be charged based on the actual hours expended by ENGINEER'S personnel and billed at ENGINEER'S Standard Hourly Rates identified in Attachment "B" attached hereto and incorporated herein for all purposes.
3. Reimbursable Expenses: Reimbursable expenses include transportation and subsistence, reproduction costs and similar items, as identified and agreed to by the parties hereto, and shall be invoiced at direct cost with no overhead mark-up.
4. OWNER agrees to pay ENGINEER a retainer in the amount of \$0.00 when this AGREEMENT is signed by OWNER. ENGINEER shall hold this retainer until completion or termination of this AGREEMENT. At the time of completion or termination of this AGREEMENT, OWNER

authorizes ENGINEER to apply the retainer to any unpaid invoices on this AGREEMENT and return the balance, if any, of the retainer to OWNER at OWNER'S address of record as set out above.

B. METHOD OF PAYMENT

1. Payments on account of ENGINEER'S work on the PROJECT shall be made to ENGINEER at its office, within thirty (30) calendar days after invoice is received and approved by OWNER for payment, subject to the terms of this AGREEMENT.
2. For all services rendered, payment for undisputed amounts is due as provided above, subject to the rights and remedies of OWNER. Invoices for payment of services shall not be submitted to OWNER more frequently than once per month. Billing shall include reasonable documentation of cost of services rendered during the previous month in such form and with such content as OWNER may reasonably require. Interest shall accrue on undisputed amounts which have not been paid in accordance with the provisions of this AGREEMENT and are past due, in accordance with the provisions of Section 2251.021 of the Texas Government Code, unless delay in payment is due to the fault of ENGINEER including improper, contested or inadequate billing procedures followed by the ENGINEER, or the exercise of any rights or remedies by OWNER under the terms of this AGREEMENT.
3. Invoice amounts in excess of the maximum not-to-exceed amount(s) identified above, incurred prior to OWNER'S written consent shall be at ENGINEER'S risk and OWNER is not obligated to pay such billings or

expenses. ENGINEER shall closely monitor the amount of their work and notify OWNER within five (5) working days when expenditures for any phase of work reaches eighty (80) percent of the maximum not-to-exceed amount(s) identified herein. Nothing herein shall be construed to require the OWNER to increase the approved maximum not-to-exceed contract amount(s) established under this AGREEMENT.

4. For all services rendered, ENGINEER'S payment to subconsultants is due within ten (10) calendar days after receipt of payment from the OWNER and, when appropriate, OWNER may issue joint checks to the ENGINEER and subconsultants.
5. Cost of services furnished by subcontractors or subconsultants on shall be reimbursed at invoice cost, unless otherwise agreed to by the parties in writing.

SECTION VII

TERMINATION AND DEFAULT

The OWNER shall have the right to terminate this AGREEMENT at any time after thirty (30) calendar days notice to the ENGINEER. OWNER shall pay the ENGINEER for services rendered and obligations incurred to date of termination and ENGINEER shall submit to the OWNER all Work and documents prepared to that point. Payment to the ENGINEER of lump-sum not-to-exceed amounts shall be proportional to services performed to the date of termination.

In the event OWNER, through no fault of ENGINEER, fails to perform one or more of its obligations under the terms of this Agreement, ENGINEER shall provide OWNER with written notice of the default, and a reasonable opportunity to cure the same, but in no event shall such cure opportunity be less than thirty (30) calendar days. If OWNER fails to cure a material default, or to initiate appropriate action to cure a material default, within such cure period, then ENGINEER shall have the right, as its exclusive remedy, to terminate this Agreement, in which event OWNER shall be liable to ENGINEER for all services rendered and obligations incurred to date of termination and ENGINEER shall submit to the OWNER all Work and documents prepared to that point. Payment to the ENGINEER of lump sum not to exceed amounts shall be proportional to services performed to the date of termination.

In the event ENGINEER, through no fault of OWNER, fails to perform one or more of its obligations hereunder or defaults under the terms of this AGREEMENT, OWNER shall provide ENGINEER with notice of the default, and a reasonable opportunity, not to exceed thirty (30) days to cure the same. In the event a cure is not effected during such cure period, OWNER, in addition to any other rights and remedies provided by this AGREEMENT, shall have the right to pursue one or more of the following: (a) terminate this AGREEMENT, (b) withhold payments due to ENGINEER until the default is cured to OWNER's satisfaction, or (c) pursue any rights and remedies available at law or equity. All rights and remedies provided by this AGREEMENT, or available at law or equity

shall be cumulative and not exclusive, and may be exercised concurrently or successively.

SECTION VIII

SUCCESSOR AND ASSIGNS

This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors, executors and assigns. The foregoing notwithstanding, the ENGINEER shall not assign or transfer its interest in this AGREEMENT without the prior written consent of the OWNER. Any transfer or assignment made without OWNER'S prior written consent shall not be binding upon OWNER unless expressly ratified by OWNER in writing, and shall not relieve ENGINEER of its obligations hereunder.

SECTION IX

OWNERSHIP AND USE OF DOCUMENTS

The ENGINEER agrees that items such as plans, drawings, photos, designs, studies, specifications, data, computer programs, schedules, technical reports, or other work products which are required or specified to be delivered under this AGREEMENT, and which are to be paid for by the OWNER, are subject to the rights of the OWNER in effect on the date of execution of this AGREEMENT. These rights include the right to use, duplicate and disclose such items, in whole or in part, in any manner and for whatever purpose; and, to have others do so, and to use such items in connection with the PROJECT and any subsequent alterations thereto. If an item produced by the ENGINEER is copyrightable, the ENGINEER may copyright it,

subject to the rights of the OWNER. The OWNER reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, modify and use such items and to authorize others to do so. Without limiting the generality of the foregoing, if the services of ENGINEER are terminated under this AGREEMENT, OWNER shall have the right to use the work produced by ENGINEER, and to allow others to do so, in connection with the PROJECT. The ENGINEER shall include in its subconsultant contracts appropriate provisions to achieve the purpose of this Section VIII.

All such items furnished by the ENGINEER pursuant to this AGREEMENT are considered instruments of its services in respect to the PROJECT. It is understood that the ENGINEER does not represent such items to be suitable for reuse on any other project. If the OWNER reuses such items without the ENGINEER'S specific written verification or adaptation, such reuse will be at the risk of the OWNER, without liability to the ENGINEER. Any such verification or adaptation requested by the OWNER may entitle the ENGINEER to further compensation at an amount agreed upon between the OWNER and the ENGINEER.

SECTION X

ENGINEER'S RESPONSIBILITY AND LIABILITY

All services performed in connection with this AGREEMENT shall be performed in accordance with customary professional standards, in a non-negligent manner, and in accordance with the terms of this AGREEMENT. Acceptance and approval by the OWNER of the final PROJECT Report or other documents or services produced by ENGINEER, shall not constitute nor be deemed a release of the responsibilities and liability of the ENGINEER for the accuracy and competency of the ENGINEER'S work

products, design, or other documents, and services prepared/performed under this AGREEMENT. No approvals or acceptances by or on behalf of the OWNER shall be deemed to be an assumption of such responsibility by the OWNER for any defect, error or omission in said work products, design or other documents and services as prepared/performed by the ENGINEER or its subconsultants. Without limiting the generality of the foregoing, ENGINEER will assist OWNER in establishing a Fixed Construction Budget for the PROJECT, and in designing the PROJECT to fall within the Fixed Construction Budget. In the event that the PROJECT is let for bids, and the lowest responsible bid exceeds the Fixed Construction Budget, OWNER may (i) agree to proceed with the PROJECT as designed and pay the excess construction costs, (ii) terminate the PROJECT, or (iii) require the ENGINEER to redesign the PROJECT at no additional cost to OWNER, in accordance with design-criteria, specifications and plans approved by OWNER to fit within the Fixed Construction Budget. The ENGINEER'S opinions of probable construction costs provided for herein are to be made on the basis of the ENGINEER'S experience and qualifications and represent the ENGINEER'S best judgment as an experienced and qualified professional generally familiar with the industry. Although the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the ENGINEER cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER, the OWNER shall have the rights provided for in this Section.

The ENGINEER further agrees to correct programs or documents or re-execute services as may be required due to the ENGINEER'S development of programs or

documents which are found to be in error or contain defects or omissions at no additional cost to the OWNER.

Redesigns required or occasioned for the convenience of the OWNER shall be paid for as provided and prescribed hereinbefore under Additional Services of the ENGINEER, but only if such Additional Services are required in writing by OWNER as required herein.

If the ENGINEER's scope of services includes contract administration in connection with the construction of the PROJECT, the ENGINEER shall be responsible for overseeing the Contractor's performance of its construction obligations, reviewing submissions required by the Contract Documents, responding to requests for clarification, reviewing applications for payment and advising OWNER whether to pay all or any portion of the same, reviewing the contractor's work for compliance with the Engineer's design and the Construction Documents, and reporting any problems or potential problems to the OWNER with regard to the construction, and keeping OWNER apprised of the Contractor's work, and assisting OWNER with disputes or claims with Contractor involving the work, all in a timely manner so as not to delay construction, and to prevent or mitigated consequences to OWNER of any of problem with the construction or Contractor's performance. The ENGINEER is not responsible for any failure of the Contractor to perform its contract obligations, but ENGINEER is responsible for the performance of ENGINEER's services in connection with this AGREEMENT. The ENGINEER will also review the PROJECT prior to the expiration of any warranty period, and assist OWNER with identifying defects in material or labor and securing Contractor's repair or replacement of defective work.

ENGINEER understands that OWNER may require ENGINEER to temporarily suspend work. OWNER understands that the suspension of work by ENGINEER may cause ENGINEER to incur additional costs to resume work, whether on Basic or Additional Services, and OWNER agrees to reimburse ENGINEER for such reasonable and unavoidable additional costs in an amount to be agreed upon by ENGINEER and OWNER in writing at time ENGINEER has been given written notice of the suspension.

Engineer's observation or monitoring portions of the work performed under construction contracts shall not relieve construction contractor(s) from responsibility for performing work in accordance with applicable contract documents. Engineer shall not control or have charge of, and shall not be responsible for, construction means, methods, technique sequences, procedures of construction, health, or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. Engineer shall not be responsible for the acts or omissions of construction contractor(s) or other parties on the project.

SECTION XI

PERIOD OF SERVICE

- A. The ENGINEER contracts and agrees to commence work provided for herein within five (5) working days from the date of OWNER'S written authorization to proceed for each phase of work identified in Attachment "A."
- B. This AGREEMENT shall remain in force for a period required for the completion of the PROJECT, including required extensions thereto and warranty period

services, unless discontinued by any of the several provisions included elsewhere in this AGREEMENT.

SECTION XII

MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

The ENGINEER agrees to maintain appropriate accounting records of costs, expenses and payrolls of employees working on the PROJECT together with documentation and evaluations and study results, for a period of five (5) years after final payment for completed services and all other pending matters concerning this AGREEMENT have been closed. The ENGINEER further agrees that the OWNER, or their duly authorized representative(s), shall have access to any and all books, documents, papers and records of the ENGINEER which are directly pertinent to the services to be performed under this AGREEMENT for the purposes of making audit, examination, excerpts and transcriptions.

SECTION XIII

VENUE

VENUE AND JURISDICTION OF ANY SUIT, RIGHT OR CAUSE OF ACTION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL LIE, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES CONSENT TO VENUE EXCLUSIVELY IN, COURTS OF COMPETENT JURISDICTION IN TRAVIS COUNTY, TEXAS, OR IN FEDERAL COURTS IN WESTERN DISTRICT OF TEXAS, AUSTIN DIVISION.

SECTION XIV

INSURANCE REQUIREMENTS

The ENGINEER agrees to carry and maintain insurance in the following types and amounts for the duration of this AGREEMENT, and furnish certificates of insurance and make available copies of policy declaration pages and policy endorsements as evidence thereof:

1. Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act and minimum policy limits for employers Liability of \$100,000 bodily injury per accident, \$500,000 bodily injury disease policy limit and \$100,000 per disease per employee.
 - a. Waiver of Subrogation in favor of the OWNER, endorsement WC420304.
 - b. Thirty (30) Calendar Day Notice of Cancellation in favor of the OWNER, endorsement WC 420601.
2. Commercial General Liability with a combined single limit of \$500,000 per occurrence for coverages A&B including products/completed operations, where appropriate, with a separate aggregate of \$500,000. The policy shall contain the following provisions:
 - a. Blanket contractual liability coverage for liability assumed under the AGREEMENT and all contracts relative to the PROJECT.
 - b. Independent Contractors coverage.
 - c. OWNER listed as an additional insured, endorsement CG 2010.
 - d. Thirty (30) calendar day Notice of Cancellation in favor of the OWNER, endorsement CG 0205.

- e. Waiver of Transfer of Rights of Recovery Against Others in favor of the OWNER, endorsement CG 2404.
3. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of the OWNER:
 - a. Waiver of Subrogation endorsement TE 2046A.
 - b. Thirty (30)-calendar day Notice of Cancellation, endorsement TE 0202A.
 - c. Additional Insured, endorsement TE 9901B.
4. Professional Liability Insurance with a minimum limit \$500,000 per claim and in the aggregate to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed or alleged to have been committed with respect to plans, maps, drawings, analyses, reports, surveys, change orders, designs, or specifications prepared or alleged to have been prepared by the assured. The policy shall provide for thirty (30) calendar day notice of cancellation in favor of the OWNER.

ENGINEER shall require each Subconsultant to maintain the same insurance with the same endorsements in favor of OWNER, unless otherwise agreed by OWNER in writing.

General Requirements

The ENGINEER shall be responsible for insurance premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificates of insurance required above.

Applicable to all insurance policies: If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of this AGREEMENT and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The ENGINEER shall maintain continuous coverage for the duration of this AGREEMENT and for not less than twenty-four (24) months following substantial completion of the PROJECT. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to the PROJECT. The ENGINEER shall, on at least an annual basis, provide the OWNER with a certificate of insurance as evidence of such insurance.

If insurance policies are not written for amounts specified above, the ENGINEER shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

The ENGINEER shall not commence work under this AGREEMENT until they have obtained the required insurance and until such insurance has been reviewed by the OWNER. The ENGINEER shall not allow any subconsultants to commence work until the required insurance has been obtained and approved. Approval of insurance by the OWNER shall not relieve or decrease the liability of the ENGINEER hereunder.

Insurance shall be written by a company licensed to do business in the State of Texas at the time the policy is issued and shall be written by a company with an A. M. Best rating of B+VII or better.

Certificate of Insurance and all endorsements shall read:

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

The "other" insurance clause shall not apply to the OWNER where the OWNER is an additional insured shown on the policy. It is intended that policies required in this AGREEMENT, covering both the OWNER and the ENGINEER, shall be considered primary coverage as applicable.

The OWNER shall be entitled, upon request and without expense, to receive copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies and if such request for deletions, revisions, or modifications are commercially available.

The ENGINEER shall not cause any insurance required under this AGREEMENT to be canceled nor permit any insurance to lapse during the term of this AGREEMENT.

The OWNER reserves the right to review the insurance requirements of this section during the effective period of the AGREEMENT and to make reasonable adjustments to insurance coverages and their limits when deemed necessary and prudent by the OWNER based upon changes in statutory law, court decisions or the claims history of the industry as well as the ENGINEER (such adjustments shall be commercially available to the ENGINEER). If the implementation of such revised insurance coverages/limits would result in additional costs to the ENGINEER, the

ENGINEER may request additional compensation from the OWNER under the provisions of Section V, Paragraph B herein.

Actual losses not covered by insurance as required by this AGREEMENT shall be paid by the ENGINEER.

The ENGINEER hereby expressly agrees to indemnify and hold harmless the OWNER and the OWNER'S officers, agents and employees, from and against all expenses, claims, demands, costs, causes of action, and liability of every kind and nature, including reasonable attorney's fees for the defense of all claims and demands (collectively, "Costs"), to the extent arising directly from, or in any way connected with, the negligent performance of services in connection with this AGREEMENT by the ENGINEER, its officers, agents, employees and parties with whom it contracts, including Subconsultants, and from all Costs in connection with injury or property damages arising from the performance of services under this Agreement by ENGINEER, its employees, agents, representatives and parties with whom it contracts, including Subconsultants.

OWNER and ENGINEER waive subrogation and hereby release each other, and their respective employees and officers, and representatives from liability for all damages, expenses and costs ("Costs"), to the extent, but only to the extent, that such amounts are covered by insurance proceeds actually paid and applied to the satisfaction of such Costs.

SECTION XV

POLLUTANTS AND HAZARDOUS WASTES

It is understood and agreed by both parties that ENGINEER has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition (“Hazardous Conditions”) present at the PROJECT as of commencement of the work on the PROJECT (“Preexisting Hazardous Conditions), if any, and ENGINEER’S compensation hereunder is not commensurate with the potential risk of injury or loss that may be caused by exposure to such Hazardous Conditions. The parties agree that in performing the services required by the PROJECT and this AGREEMENT, ENGINEER does not take possession or control of the subject site and is not therefore responsible for the existence of any pollutant present on or migrating from the site, except for any Hazardous Conditions introduced, caused or created by ENGINEER or its representatives or subcontractors. ENGINEER shall have no responsibility for any Preexisting Hazardous Condition during clean-up, transportation, storage or disposal activities related to those Pre-existing Hazardous Conditions, provided that ENGINEER has not acted in a way that has exacerbated any such Preexisting Hazardous Condition or increased the cost of or difficulty of removing such Preexisting Hazardous Condition and remediating the site. ENGINEER and its Representative and Subcontractors shall promptly inform OWNER of any Preexisting Hazardous Condition or other Hazardous Condition upon discovery.

SECTION XVI

COMPLIANCE WITH ALL LAWS

During the performance of the services provided by this AGREEMENT, the ENGINEER agrees to comply, and to require its Subconsultants to comply, with all Federal, State and local laws and regulations applicable to the services or the Project.

SECTION XVII

CERTIFICATE OF ENGINEER

The individual(s) signing this AGREEMENT, acting as duly authorized representative(s) of the firm of ENGINEER hereby certify that neither they nor any other members of the ENGINEER'S firm which they represent have:

- A. Agreed, as an expressed or implied condition for obtaining this AGREEMENT, to employ or retain the services of (1) any firm or person in the employ of the OWNER or, (2) an OWNER official, in connection with carrying out the work to be performed under this AGREEMENT.
- B. Paid or agreed to pay as an express or implied condition for obtaining this AGREEMENT (1) any firm or person in the employ of the OWNER or, (2) an OWNER official, any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the work provided under the AGREEMENT.

The ENGINEER further acknowledges that this certification may be furnished to any Local, State and Federal Governmental Agencies of the United States in connection with this AGREEMENT and for portions of the PROJECT involving participation of Agency Grant funds and is subject to all applicable State and Federal laws, both criminal and civil.

SECTION XVIII

ADDITIONAL PROVISIONS

During the performance of the contract, ENGINEER agrees as follows:

- A. The Engineer will not discriminate against any employee or applicant for employment because of race, religion, color, gender, sexual orientation, gender identity, or national origin. The engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, gender, sexual orientation, gender identity, or national origin.
- B. The Engineer will, in all solicitations or advertisements for employees place by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, gender, sexual orientation, gender identity, or national origin.

SECTION XIX

MISCELLANEOUS

A. SEVERABILITY

If any word, phrase, clause, sentence or provision of the AGREEMENT, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, such finding shall only effect such word, phrase, clause, sentence or provision, and such finding shall not effect the remaining portions of the AGREEMENT, this being the intent of the

parties in entering unto this AGREEMENT; and all provisions of this instrument are declared to be severable for this purpose.

B. CONSTRUCTION OF AGREEMENT

Although the AGREEMENT is substantially drafted by one (1) party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other.

C. ENGINEER'S PROJECT PURCHASES

All durable PROJECT equipment, tools, materials, etc., if any, purchased by the ENGINEER and invoiced to the OWNER shall be considered the property of the OWNER and shall be given over to the OWNER at the time of OWNER'S request or at the completion of the PROJECT.

D. FULL AND FINAL AGREEMENT

This AGREEMENT (consisting of this document and, where applicable, OWNER'S Request for Qualifications ("RFQ") which is incorporated herein by reference for all purposes to the extent that such RFQ is not inconsistent with this document and also including ENGINEER'S proposal and submittals, where applicable, to the extent that such proposal and submittals are not inconsistent with this document or the RFQ) constitutes the entire agreement of the parties concerning the subject matter hereof, and may only be amended by a written document signed by both parties. All prior and contemporaneous understandings, whether written or oral, are merged herein.

E. NOTICE

Any notice required to be given under the terms of this Agreement shall be in writing. Notice shall be deemed delivered, whether or not actually received,

three (3) calendar days after it is deposited in the U.S. Mail, certified mail, return receipt requested, properly addressed as set forth below with correct postage, with a copy sent concurrently by facsimile. Notice given in any other way shall be effective when and if actually received.

Executed to be effective as of the ____ day of _____, 2015.

City of Lago Vista

By: _____

Melissa Byrne Vossmer
City Manager

Address for Notice:

Mailing address:

City of Lago Vista
5803 Thunderbird
Lago Vista, Texas 78645

ENGINEER

HDR Engineering, Inc.

By: _____

Name: Kelly J. Kaatz, P.E.

Title: Senior Vice President

Address for Notice:

4401 West Gate Blvd, Suite 400
Austin, Texas 78745

List of Attachments:

Attachment "A" -- Work or Task Orders ("PROJECT")

Attachment "B" -- Schedule of Hourly Rates for ENGINEER and its Subconsultants.

Attachment "C" --List of any Subcontractors/Subconsultants and whether
MBE/WBE

Attachment "A"

TASK ORDER NO.

This Task Order pertains to the Agreement by and between the City of Lago Vista, ("the City"), and HDR Engineering, Inc. ("the Engineer"), dated _____, ("the Agreement"). The Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER:

TASK ORDER NAME:

PART 1.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER:

PART 2.0 CITY RESPONSIBILITIES:

PART 3.0 PERIOD OF SERVICE:

The period of service for this task order is ____ weeks from authorization.

PART 4.0 COMPENSATION:

Compensation for this task order will be \$_____ on the basis of (lump sum, direct labor times a factor, billing rates).

PART 5.0 OTHER:

HDR ENGINEERING, INC.

CITY OF LAGO VISTA

By: _____
Kelly J. Kaatz, PE, Senior Vice President

By: _____
Melissa Byrne-Vossmer, City Manager

Date: _____

Date: _____

Attachment "B"

City of Lago Vista Professional Services Agreement
HDR Engineering, Inc.
Billing Rates
May 7, 2015

| <u>Labor Classification</u> | <u>Hourly Rate</u> |
|--|--------------------|
| Project Principal / Senior QC Engineer | \$ 250 – 290 |
| Project Manager / Senior Engineer / Operations Specialist | \$ 190 – 240 |
| Construction Manager | \$ 160 – 210 |
| Project Engineer / Financial Analyst | \$ 140 – 180 |
| Real Estate Professional | \$ 120 – 160 |
| Construction Inspector | \$ 110 – 150 |
| Graduate Engineer / ROW Agent | \$ 80 – 130 |
| Sr. Design / GIS Technician | \$ 120 – 170 |
| Design / GIS / ROW Technician | \$ 70 – 110 |
| Accountant | \$ 90 – 130 |
| Clerical and Administrative | \$ 70 – 90 |
| Reimbursable Expenses | 1.10 times cost |

Hourly rates for individuals performing work under this contract will be determined by multiplying the direct labor rate by a factor of 3.2. Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as of the first of every year to reflect equitable changes to the compensation payable to Engineer.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expenses. ENGINEER will add ten percent (10%) to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability.

Attachment "C"

City of Lago Vista Professional Services Agreement
HDR Engineering, Inc.

Subconsultants

No subconsultants are proposed at this time.

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS AGREEMENT, is made and entered into this day by and between the City of Lago Vista, a municipal corporation, organized and existing under the laws of the State of Texas, acting by and through its duly authorized representative, and hereinafter referred to as the OWNER, and Freese and Nichols, Inc., acting by and through its duly authorized representative, hereinafter referred to as the ENGINEER.

WHEREAS, the OWNER has determined the need to undertake various projects that require general engineering services; and

WHEREAS, as a result of such apparent needs the OWNER has or will develop Work or Task Orders for specific Projects. Such Work or Task Orders will hereinafter be referred to as the PROJECT and will be attached hereto and incorporated herein as Attachment "A"; and

WHEREAS, to address the PROJECT needs, the OWNER requires professional engineering and associated services; and

WHEREAS, the ENGINEER, having professional and technical employees versed in fields of endeavor appropriate for the conduct of the PROJECT including employees duly licensed and registered to practice engineering in the State of Texas, and employees or Subconsultants duly licensed and registered in the State of Texas to provide land surveying and other required professional services, and has the professional abilities and expertise to undertake the required services; and

WHEREAS, the ENGINEER has agreed to provide professional engineering and related services for PROJECT, as is more fully set out in Attachment "A";

NOW THEREFORE, the OWNER and the ENGINEER, in consideration of their mutual covenants herein, agree in respect to the performance of the professional services to be furnished or rendered by the ENGINEER and to the payment for these services by the OWNER, as set forth above and hereinafter.

SECTION I

EMPLOYMENT OF THE ENGINEER AND PERFORMANCE OF SERVICES

A. GENERAL

The OWNER agrees to employ the ENGINEER and the ENGINEER agrees to perform the professional engineering and other professional services as stated in Attachment "A" and in the Sections to follow; and, in rendering such services, the OWNER agrees to compensate the ENGINEER as stated herein. The OWNER will generally employ ENGINEER as follows:

1. For a PROJECT that arises out of known needs and/or is covered by the current budget of OWNER, the City Manager may approve and assign such PROJECT; or
2. City Council and/or City Manager may award ENGINEER a PROJECT after receiving a statement of qualifications and scope of services that best serve the needs of OWNER.

Nothing in this AGREEMENT provides for an exclusive arrangement with ENGINEER for all the engineering services which may be needed by OWNER,

but an assignment of specific engineering services pursuant to Work or Task Orders which are or will be attached hereto and incorporated herein as Attachment "A" and hereinafter referred to as the PROJECT. ENGINEER shall report to OWNER'S designated representative for the PROJECT (see Section IV also). To the extent of any conflict between the terms of this AGREEMENT, and the provisions set forth in Attachment A, the terms of this AGREEMENT shall control.

B. PERFORMANCE OF SERVICES

The ENGINEER'S associated subconsultants to be utilized in the performance of the PROJECT professional services (as described in Section II following) are identified in Attachment "C." The persons identified as principal ENGINEER and the subconsultants shown in Attachment "C" shall not be changed except with the OWNER'S prior written acknowledgment and concurrence, which shall not be unreasonably withheld. If MBE/WBE participation is required by law or the terms of the grant used to fund the PROJECT, and in the event that the ENGINEER proposes the termination of an identified "Minority Business Enterprise" (MBE) or a "Women Business Enterprise" (WBE) certified subconsultant firm from its employ on this PROJECT, the ENGINEER shall substitute a subconsultant firm of like certification. If the ENGINEER is unable to substitute a subconsultant firm of like certification, the ENGINEER shall provide OWNER with documentation of their efforts to acquire the services of a MBE/WBE replacement firm. The OWNER'S MBE/WBE certifications shall solely apply to this AGREEMENT.

C. GEOTECHNICAL LABORATORY SERVICES

If geotechnical laboratory services are provided for the PROJECT through this AGREEMENT, either by the ENGINEER or its subconsultant(s), these services shall be performed by a laboratory accredited, in soils or geotechnical testing as appropriate, by the American Association of Laboratory Accreditation or by the American Association of State Highway and Transportation Officials. The ENGINEER agrees to provide evidence to the OWNER of such accreditation on an annual basis for the duration of this AGREEMENT.

SECTION II

BASIC PROJECT SERVICES OF THE ENGINEER

The ENGINEER shall serve as the OWNER'S professional consultant in those phases of the PROJECT to which this AGREEMENT applies; and, will give consultation and advice to the OWNER during the performance of its services.

The ENGINEER shall, in the scope of its work, perform the services described in Attachment "A" which shall be attached hereto and incorporated herein for all purposes as the PROJECT. ENGINEER shall only commence the work described in Attachment "A" as authorized by the OWNER (in subsequent written authorizations to proceed) as described hereinafter. All work performed in connection with this AGREEMENT shall be performed in accordance with high professional standards, and within the time periods for the completion of the services required by this AGREEMENT. Once ENGINEER is authorized to perform services, ENGINEER shall commence the performance of the services within ten (10) calendar days following authorization and shall diligently pursue the same to completion in a timely manner.

If a time period for performance of the services is not set out herein, OWNER and ENGINEER may hereafter agree upon the time period for the completion of services.

As part of its Basic Services, ENGINEER shall provide OWNER on completion of any design, or any phase of a design, with the number of sets of plans for OWNER's use agreed to by OWNER and ENGINEER, but in no event fewer than five (5) sets, and sufficient sets for the use of Contractors and subcontractors in bidding out the PROJECT. ENGINEER may establish a fee to Contractors or subcontractors for complete sets of plans to be used by them as part of the bid process in accordance with customary practice within the area in which the PROJECT is located. All plans provided in connection with this AGREEMENT shall be certified by the ENGINEER as complying with all applicable Federal, State and local laws, and shall be signed and sealed by the ENGINEER. All subconsultants that perform a component of the design services required under this AGREEMENT, shall similarly prepare a plan showing their portion of the design work, as appropriate, which is similarly certified to, signed and sealed by the subconsultant.

SECTION III

CHANGES IN WORKSCOPE

OWNER, without invalidating this AGREEMENT or the PROJECT, may order changes within the general scope of the PROJECT by altering, adding to and/or deleting or deducting from the PROJECT to be performed. If any changes made under this clause to the PROJECT cause an increase or decrease in the ENGINEER'S cost of, or the time required for, the performance of part of the PROJECT, an equitable adjustment will be made by mutual agreement and the PROJECT will be modified in

writing accordingly. Notwithstanding the foregoing, should the PROJECT be changed or amended due to some error on the part of the ENGINEER, the only equitable adjustment that will be made shall be to the benefit of the OWNER.

SECTION IV

ADDITIONAL SERVICES OF THE ENGINEER

If ENGINEER determines that services outside the scope of PROJECT ("Additional Services") are required or recommended, or that ENGINEER is being asked by OWNER to perform services not covered by PROJECT, ENGINEER shall notify OWNER that such services are Additional Services, and the cost associated with their performance prior to undertaking them. Any provision in this Agreement to the contrary notwithstanding, OWNER shall not be liable to ENGINEER for the costs of any Additional Services in connection with the PROJECT unless OWNER has agreed in writing to the performance of the services, which have been identified to OWNER as Additional Services, including the cost for such services, prior to the commencement of such services.

SECTION V

THE OWNER'S RESPONSIBILITIES

The OWNER will:

- A. Provide full information as to its requirements for the PROJECT.
- B. Designate the OWNER'S REPRESENTATIVE for this PROJECT. ENGINEER understands and agrees that ENGINEER shall obtain instruction and direction of the services to be performed hereunder only from OWNER's designated

OWNER'S REPRESENTATIVE or other representative designated by OWNER in writing. ENGINEER shall not perform services directed or requested by any other person, unless approved by OWNER'S REPRESENTATIVE or other designated representative in writing. In the event ENGINEER is uncertain whether or not it is authorized to perform services, ENGINEER shall seek confirmation from OWNER'S REPRESENTATIVE or other designated representative.

- C. Assist ENGINEER by placing at its disposal available reports and other data relevant to the development of the PROJECT which OWNER has had performed in connection with the property or the PROJECT by other service providers.
- D. Assist ENGINEER in gaining entry to public and private property as may be required by the ENGINEER in the performance of their services under this AGREEMENT.
- E. Examine all studies, reports, sketches, estimates, proposals and other documents presented by the ENGINEER and render decisions pertaining thereto within a reasonable time so as not to unreasonably delay the services of the ENGINEER.
- F. Furnish, or direct ENGINEER (by way of written Supplemental Amendment to this AGREEMENT (see Section VI) to provide necessary Additional Services as stipulated in Section III of this AGREEMENT or other services as may be required by the OWNER.

SECTION VI

PAYMENTS TO THE ENGINEER

A. OWNER agrees to pay the ENGINEER as full compensation for the professional engineering and associated services herein contracted for as follows:

1. Basic Services: The total fee for all tasks identified in Attachment "A" shall not exceed the amount set out in Attachment "A" ("Basic Services Fee"). Unless otherwise agreed to by the parties in writing, reimbursable expenses, including, but not limited to copying charges, long-distance phone calls, travel expenses, will be included within the Basic Services Fee. If the parties agree that reimbursable expenses are to be billed separately, they shall also itemize the expenses that will be reimbursed and agree on a not-to-exceed amount for such reimbursable expenses.
2. Additional Services: Compensation will be charged based on the actual hours expended by ENGINEER'S personnel and billed at ENGINEER'S Standard Hourly Rates identified in Attachment "B" attached hereto and incorporated herein for all purposes.
3. Reimbursable Expenses: Reimbursable expenses include transportation and subsistence, reproduction costs and similar items, as identified and agreed to by the parties hereto, and shall be invoiced at direct cost with no overhead mark-up.
4. OWNER agrees to pay ENGINEER a retainer in the amount of \$0.00 when this AGREEMENT is signed by OWNER. ENGINEER shall hold this retainer until completion or termination of this AGREEMENT. At the time of completion or termination of this AGREEMENT, OWNER

authorizes ENGINEER to apply the retainer to any unpaid invoices on this AGREEMENT and return the balance, if any, of the retainer to OWNER at OWNER'S address of record as set out above.

B. METHOD OF PAYMENT

1. Payments on account of ENGINEER'S work on the PROJECT shall be made to ENGINEER at its office, within thirty (30) calendar days after invoice is received and approved by OWNER for payment, subject to the terms of this AGREEMENT.
2. For all services rendered, payment for undisputed amounts is due as provided above, subject to the rights and remedies of OWNER. Invoices for payment of services shall not be submitted to OWNER more frequently than once per month. Billing shall include reasonable documentation of cost of services rendered during the previous month in such form and with such content as OWNER may reasonably require. Interest shall accrue on undisputed amounts which have not been paid in accordance with the provisions of this AGREEMENT and are past due, in accordance with the provisions of Section 2251.021 of the Texas Government Code, unless delay in payment is due to the fault of ENGINEER including improper, contested or inadequate billing procedures followed by the ENGINEER, or the exercise of any rights or remedies by OWNER under the terms of this AGREEMENT.
3. Invoice amounts in excess of the maximum not-to-exceed amount(s) identified above, incurred prior to OWNER'S written consent shall be at ENGINEER'S risk and OWNER is not obligated to pay such billings or

expenses. ENGINEER shall closely monitor the amount of their work and notify OWNER within five (5) working days when expenditures for any phase of work reaches eighty (80) percent of the maximum not-to-exceed amount(s) identified herein. Nothing herein shall be construed to require the OWNER to increase the approved maximum not-to-exceed contract amount(s) established under this AGREEMENT.

4. For all services rendered, ENGINEER'S payment to subconsultants is due within ten (10) calendar days after receipt of payment from the OWNER and, when appropriate, OWNER may issue joint checks to the ENGINEER and subconsultants.
5. Cost of services furnished by subcontractors or subconsultants on shall be reimbursed at invoice cost, unless otherwise agreed to by the parties in writing.

SECTION VII

TERMINATION AND DEFAULT

The OWNER shall have the right to terminate this AGREEMENT at any time after thirty (30) calendar days notice to the ENGINEER. OWNER shall pay the ENGINEER for services rendered and obligations incurred to date of termination and ENGINEER shall submit to the OWNER all Work and documents prepared to that point. Payment to the ENGINEER of lump-sum not-to-exceed amounts shall be proportional to services performed to the date of termination.

In the event OWNER, through no fault of ENGINEER, fails to perform one or more of its obligations under the terms of this Agreement, ENGINEER shall provide OWNER with written notice of the default, and a reasonable opportunity to cure the same, but in no event shall such cure opportunity be less than thirty (30) calendar days. If OWNER fails to cure a material default, or to initiate appropriate action to cure a material default, within such cure period, then ENGINEER shall have the right, as its exclusive remedy, to terminate this Agreement, in which event OWNER shall be liable to ENGINEER for all services rendered and obligations incurred to date of termination and ENGINEER shall submit to the OWNER all Work and documents prepared to that point. Payment to the ENGINEER of lump sum not to exceed amounts shall be proportional to services performed to the date of termination.

In the event ENGINEER, through no fault of OWNER, fails to perform one or more of its obligations hereunder or defaults under the terms of this AGREEMENT, OWNER shall provide ENGINEER with notice of the default, and a reasonable opportunity, not to exceed thirty (30) days to cure the same. In the event a cure is not effected during such cure period, OWNER, in addition to any other rights and remedies provided by this AGREEMENT, shall have the right to pursue one or more of the following: (a) terminate this AGREEMENT, (b) withhold payments due to ENGINEER until the default is cured to OWNER's satisfaction, or (c) pursue any rights and remedies available at law or equity. All rights and remedies provided by this AGREEMENT, or available at law or equity

shall be cumulative and not exclusive, and may be exercised concurrently or successively.

SECTION VIII

SUCCESSOR AND ASSIGNS

This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors, executors and assigns. The foregoing notwithstanding, the ENGINEER shall not assign or transfer its interest in this AGREEMENT without the prior written consent of the OWNER. Any transfer or assignment made without OWNER'S prior written consent shall not be binding upon OWNER unless expressly ratified by OWNER in writing, and shall not relieve ENGINEER of its obligations hereunder.

SECTION IX

OWNERSHIP AND USE OF DOCUMENTS

The ENGINEER agrees that items such as plans, drawings, photos, designs, studies, specifications, data, computer programs, schedules, technical reports, or other work products which are required or specified to be delivered under this AGREEMENT, and which are to be paid for by the OWNER, are subject to the rights of the OWNER in effect on the date of execution of this AGREEMENT. These rights include the right to use, duplicate and disclose such items, in whole or in part, in any manner and for whatever purpose; and, to have others do so, and to use such items in connection with the PROJECT and any subsequent alterations thereto. If an item produced by the ENGINEER is copyrightable, the ENGINEER may copyright it,

subject to the rights of the OWNER. The OWNER reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, modify and use such items and to authorize others to do so. Without limiting the generality of the foregoing, if the services of ENGINEER are terminated under this AGREEMENT, OWNER shall have the right to use the work produced by ENGINEER, and to allow others to do so, in connection with the PROJECT. The ENGINEER shall include in its subconsultant contracts appropriate provisions to achieve the purpose of this Section VIII.

All such items furnished by the ENGINEER pursuant to this AGREEMENT are considered instruments of its services in respect to the PROJECT. It is understood that the ENGINEER does not represent such items to be suitable for reuse on any other project. If the OWNER reuses such items without the ENGINEER'S specific written verification or adaptation, such reuse will be at the risk of the OWNER, without liability to the ENGINEER. Any such verification or adaptation requested by the OWNER may entitle the ENGINEER to further compensation at an amount agreed upon between the OWNER and the ENGINEER.

SECTION X

ENGINEER'S RESPONSIBILITY AND LIABILITY

All services performed in connection with this AGREEMENT shall be performed in accordance with high professional standards, in a non-negligent manner, free from defects, and in accordance with the terms of this AGREEMENT. Acceptance and approval by the OWNER of the final PROJECT Report or other documents or services produced by ENGINEER, shall not constitute nor be deemed a release of the responsibilities and liability of the ENGINEER for the accuracy and competency of the

ENGINEER'S work products, design, or other documents, and services prepared/performed under this AGREEMENT. No approvals or acceptances by or on behalf of the OWNER shall be deemed to be an assumption of such responsibility by the OWNER for any defect, error or omission in said work products, design or other documents and services as prepared/performed by the ENGINEER or its subconsultants. Without limiting the generality of the foregoing, ENGINEER will assist OWNER in establishing a Fixed Construction Budget for the PROJECT, and in designing the PROJECT to fall within the Fixed Construction Budget. In the event that the PROJECT is let for bids, and the lowest responsible bid exceeds the Fixed Construction Budget, OWNER may (i) agree to proceed with the PROJECT as designed and pay the excess construction costs, (ii) terminate the PROJECT, or (iii) require the ENGINEER to redesign the PROJECT at no additional cost to OWNER, in accordance with design-criteria, specifications and plans approved by OWNER to fit within the Fixed Construction Budget. The ENGINEER'S opinions of probable construction costs provided for herein are to be made on the basis of the ENGINEER'S experience and qualifications and represent the ENGINEER'S best judgment as an experienced and qualified professional generally familiar with the industry. Although the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the ENGINEER cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER, the OWNER shall have the rights provided for in this Section.

The ENGINEER further agrees to correct programs or documents or re-execute services as may be required due to the ENGINEER'S development of programs or documents which are found to be in error or contain defects or omissions at no additional cost to the OWNER.

Redesigns required or occasioned for the convenience of the OWNER shall be paid for as provided and prescribed hereinbefore under Additional Services of the ENGINEER, but only if such Additional Services are required in writing by OWNER as required herein.

If the ENGINEER's scope of services includes contract administration in connection with the construction of the PROJECT, the ENGINEER shall be responsible for overseeing the Contractor's performance of its construction obligations, reviewing submissions required by the Contract Documents, responding to requests for clarification, reviewing applications for payment and advising OWNER whether to pay all or any portion of the same, reviewing the contractor's work for compliance with the Engineer's design and the Construction Documents, and reporting any problems or potential problems to the OWNER with regard to the construction, and keeping OWNER apprised of the Contractor's work, and assisting OWNER with disputes or claims with Contractor involving the work, all in a timely manner so as not to delay construction, and to prevent or mitigated consequences to OWNER of any of problem with the construction or Contractor's performance. The ENGINEER is not responsible for any failure of the Contractor to perform its contract obligations, but ENGINEER is responsible for the performance of ENGINEER's services in connection with this AGREEMENT. The ENGINEER will also review the PROJECT prior to the

expiration of any warranty period, and assist OWNER with identifying defects in material or labor and securing Contractor's repair or replacement of defective work.

ENGINEER understands that OWNER may require ENGINEER to temporarily suspend work. OWNER understands that the suspension of work by ENGINEER may cause ENGINEER to incur additional costs to resume work, whether on Basic or Additional Services, and OWNER agrees to reimburse ENGINEER for such reasonable and unavoidable additional costs in an amount to be agreed upon by ENGINEER and OWNER in writing at time ENGINEER has been given written notice of the suspension.

SECTION XI

PERIOD OF SERVICE

- A. The ENGINEER contracts and agrees to commence work provided for herein within five (5) working days from the date of OWNER'S written authorization to proceed for each phase of work identified in Attachment "A."
- B. This AGREEMENT shall remain in force for a period required for the completion of the PROJECT, including required extensions thereto and warranty period services, unless discontinued by any of the several provisions included elsewhere in this AGREEMENT.

SECTION XII

MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

The ENGINEER agrees to maintain appropriate accounting records of costs, expenses and payrolls of employees working on the PROJECT together with

documentation and evaluations and study results, for a period of five (5) years after final payment for completed services and all other pending matters concerning this AGREEMENT have been closed. The ENGINEER further agrees that the OWNER, or their duly authorized representative(s), shall have access to any and all books, documents, papers and records of the ENGINEER which are directly pertinent to the services to be performed under this AGREEMENT for the purposes of making audit, examination, excerpts and transcriptions.

SECTION XIII

VENUE

VENUE AND JURISDICTION OF ANY SUIT, RIGHT OR CAUSE OF ACTION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL LIE, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES CONSENT TO VENUE EXCLUSIVELY IN, COURTS OF COMPETENT JURISDICTION IN TRAVIS COUNTY, TEXAS, OR IN FEDERAL COURTS IN WESTERN DISTRICT OF TEXAS, AUSTIN DIVISION.

SECTION XIV

INSURANCE REQUIREMENTS

The ENGINEER agrees to carry and maintain insurance in the following types and amounts for the duration of this AGREEMENT, and furnish certificates of insurance and make available copies of policy declaration pages and policy endorsements as evidence thereof:

1. Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act and minimum policy limits for employers Liability of \$100,000 bodily injury per accident, \$500,000 bodily injury disease policy limit and \$100,000 per disease per employee.
 - a. Waiver of Subrogation in favor of the OWNER, endorsement WC420304.
 - b. Thirty (30) Calendar Day Notice of Cancellation in favor of the OWNER, endorsement WC 420601.
2. Commercial General Liability with a combined single limit of \$500,000 per occurrence for coverages A&B including products/completed operations, where appropriate, with a separate aggregate of \$500,000. The policy shall contain the following provisions:
 - a. Blanket contractual liability coverage for liability assumed under the AGREEMENT and all contracts relative to the PROJECT.
 - b. Independent Contractors coverage.
 - c. OWNER listed as an additional insured, endorsement CG 2010.
 - d. Thirty (30) calendar day Notice of Cancellation in favor of the OWNER, endorsement CG 0205.
 - e. Waiver of Transfer of Rights of Recovery Against Others in favor of the OWNER, endorsement CG 2404.
3. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and \$100,000

property damage liability per accident. The policy shall contain the following endorsements in favor of the OWNER:

- a. Waiver of Subrogation endorsement TE 2046A.
 - b. Thirty (30)-calendar day Notice of Cancellation, endorsement TE 0202A.
 - c. Additional Insured, endorsement TE 9901B.
4. Professional Liability Insurance with a minimum limit \$500,000 per claim and in the aggregate to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed or alleged to have been committed with respect to plans, maps, drawings, analyses, reports, surveys, change orders, designs, or specifications prepared or alleged to have been prepared by the assured. The policy shall provide for thirty (30) calendar day notice of cancellation in favor of the OWNER.

ENGINEER shall require each Subconsultant to maintain the same insurance with the same endorsements in favor of OWNER, unless otherwise agreed by OWNER in writing.

General Requirements

The ENGINEER shall be responsible for insurance premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificates of insurance required above.

Applicable to all insurance policies: If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of this AGREEMENT and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The ENGINEER shall maintain continuous coverage

for the duration of this AGREEMENT and for not less than twenty-four (24) months following substantial completion of the PROJECT. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to the PROJECT. The ENGINEER shall, on at least an annual basis, provide the OWNER with a certificate of insurance as evidence of such insurance.

If insurance policies are not written for amounts specified above, the ENGINEER shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

The ENGINEER shall not commence work under this AGREEMENT until they have obtained the required insurance and until such insurance has been reviewed by the OWNER. The ENGINEER shall not allow any subconsultants to commence work until the required insurance has been obtained and approved. Approval of insurance by the OWNER shall not relieve or decrease the liability of the ENGINEER hereunder.

Insurance shall be written by a company licensed to do business in the State of Texas at the time the policy is issued and shall be written by a company with an A. M. Best rating of B+VII or better.

Certificate of Insurance and all endorsements shall read:

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

The "other" insurance clause shall not apply to the OWNER where the OWNER is an additional insured shown on the policy. It is intended that policies required in this AGREEMENT, covering both the OWNER and the ENGINEER, shall be considered primary coverage as applicable.

The OWNER shall be entitled, upon request and without expense, to receive copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies and if such request for deletions, revisions, or modifications are commercially available.

The ENGINEER shall not cause any insurance required under this AGREEMENT to be canceled nor permit any insurance to lapse during the term of this AGREEMENT.

The OWNER reserves the right to review the insurance requirements of this section during the effective period of the AGREEMENT and to make reasonable adjustments to insurance coverages and their limits when deemed necessary and prudent by the OWNER based upon changes in statutory law, court decisions or the claims history of the industry as well as the ENGINEER (such adjustments shall be commercially available to the ENGINEER). If the implementation of such revised insurance coverages/limits would result in additional costs to the ENGINEER, the ENGINEER may request additional compensation from the OWNER under the provisions of Section V, Paragraph B herein.

Actual losses not covered by insurance as required by this AGREEMENT shall be paid by the ENGINEER.

The ENGINEER hereby expressly agrees to indemnify and hold harmless the OWNER and the OWNER'S officers, agents and employees, from and against all expenses, claims, demands, costs, causes of action, and liability of every kind and

nature, including reasonable attorney's fees for the defense of all claims and demands (collectively, "Costs"), arising directly from, or in any way connected with, the negligent performance of services in connection with this AGREEMENT by the ENGINEER, its officers, agents, employees and parties with whom it contracts, including Subconsultants, and from all Costs in connection with injury or property damages arising from the performance of services under this Agreement by ENGINEER, its employees, agents, representatives and parties with whom it contracts, including Subconsultants.

OWNER and ENGINEER waive subrogation and hereby release each other, and their respective employees and officers, and representatives from liability for all damages, expenses and costs ("Costs"), to the extent, but only to the extent, that such amounts are covered by insurance proceeds actually paid and applied to the satisfaction of such Costs.

SECTION XV

POLLUTANTS AND HAZARDOUS WASTES

It is understood and agreed by both parties that ENGINEER has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition ("Hazardous Conditions") present at the PROJECT as of commencement of the work on the PROJECT ("Preexisting Hazardous Conditions"), if any, and ENGINEER'S compensation hereunder is not commensurate with the potential risk of injury or loss that may be caused by exposure to such Hazardous Conditions. The parties agree that in performing the services required by the PROJECT and this AGREEMENT,

ENGINEER does not take possession or control of the subject site and is not therefore responsible for the existence of any pollutant present on or migrating from the site, except for any Hazardous Conditions introduced, caused or created by ENGINEER or its representatives or subcontractors. ENGINEER shall have no responsibility for any Preexisting Hazardous Condition during clean-up, transportation, storage or disposal activities related to those Pre-existing Hazardous Conditions, provided that ENGINEER has not acted in a way that has exacerbated any such Preexisting Hazardous Condition or increased the cost of or difficulty of removing such Preexisting Hazardous Condition and remediating the site. ENGINEER and its Representative and Subcontractors shall promptly inform OWNER of any Preexisting Hazardous Condition or other Hazardous Condition upon discovery.

SECTION XVI

COMPLIANCE WITH ALL LAWS

During the performance of the services provided by this AGREEMENT, the ENGINEER agrees to comply, and to require its Subconsultants to comply, with all Federal, State and local laws and regulations applicable to the services or the Project.

SECTION XVII

CERTIFICATE OF ENGINEER

The individual(s) signing this AGREEMENT, acting as duly authorized representative(s) of the firm of ENGINEER hereby certify that neither they nor any other members of the ENGINEER'S firm which they represent have:

- A. Agreed, as an expressed or implied condition for obtaining this AGREEMENT, to employ or retain the services of (1) any firm or person in the employ of the OWNER or, (2) an OWNER official, in connection with carrying out the work to be performed under this AGREEMENT.
- B. Paid or agreed to pay as an express or implied condition for obtaining this AGREEMENT (1) any firm or person in the employ of the OWNER or, (2) an OWNER official, any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the work provided under the AGREEMENT.

The ENGINEER further acknowledges that this certification may be furnished to any Local, State and Federal Governmental Agencies of the United States in connection with this AGREEMENT and for portions of the PROJECT involving participation of Agency Grant funds and is subject to all applicable State and Federal laws, both criminal and civil.

SECTION XVIII

ADDITIONAL PROVISIONS

During the performance of the contract, ENGINEER agrees as follows:

- A. The Engineer will not discriminate against any employee or applicant for employment because of race, religion, color, gender, sexual orientation, gender identity, or national origin. The engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, gender, sexual orientation, gender identity, or national origin.

- B. The Engineer will, in all solicitations or advertisements for employees place by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, gender, sexual orientation, gender identity, or national origin.

SECTION XIX

MISCELLANEOUS

A. SEVERABILITY

If any word, phrase, clause, sentence or provision of the AGREEMENT, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, such finding shall only effect such word, phrase, clause, sentence or provision, and such finding shall not effect the remaining portions of the AGREEMENT, this being the intent of the parties in entering unto this AGREEMENT; and all provisions of this instrument are declared to be severable for this purpose.

B. CONSTRUCTION OF AGREEMENT

Although the AGREEMENT is substantially drafted by one (1) party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other.

C. ENGINEER'S PROJECT PURCHASES

All durable PROJECT equipment, tools, materials, etc., if any, purchased by the ENGINEER and invoiced to the OWNER shall be considered the property of the

OWNER and shall be given over to the OWNER at the time of OWNER'S request or at the completion of the PROJECT.

D. FULL AND FINAL AGREEMENT

This AGREEMENT (consisting of this document and, where applicable, OWNER'S Request for Qualifications ("RFQ") which is incorporated herein by reference for all purposes to the extent that such RFQ is not inconsistent with this document and also including ENGINEER'S proposal and submittals, where applicable, to the extent that such proposal and submittals are not inconsistent with this document or the RFQ) constitutes the entire agreement of the parties concerning the subject matter hereof, and may only be amended by a written document signed by both parties. All prior and contemporaneous understandings, whether written or oral, are merged herein.

E. NOTICE

Any notice required to be given under the terms of this Agreement shall be in writing. Notice shall be deemed delivered, whether or not actually received, three (3) calendar days after it is deposited in the U.S. Mail, certified mail, return receipt requested, properly addressed as set forth below with correct postage, with a copy sent concurrently by facsimile. Notice given in any other way shall be effective when and if actually received.

Executed to be effective as of the ____ day of _____, 2015.

City of Lago Vista

By: _____

**Melissa Byrne Vossmer
City Manager**

Address for Notice:

Mailing address:

City of Lago Vista
5803 Thunderbird
Lago Vista, Texas 78645

ENGINEER

By: _____

Name: _____

Title: _____

Address for Notice:

List of Attachments:

Attachment "A" -- Work or Task Orders ("PROJECT")

Attachment "B" -- Schedule of Hourly Rates for ENGINEER and its Subconsultants.

Attachment "C" --List of any Subcontractors/Subconsultants and whether
MBE/WBE

ENGINEER shall provide on-call professional services including, but not limited to, Construction Inspection, Easement Acquisition, GIS Services and Support, Certified Floodplain Management Support Services and Development Review, Stormwater Engineering, Water/Wastewater Engineering, Transportation Engineering, Topographic Survey, and Metes and Bounds Preparation. Assignments from the City will be as needed and will be executed as amendments or task orders to this Master Service Agreement. Details concerning the specific Scope of Services, Budget, and Schedule for individual assignments will be included in the Task Authorization.

COMPENSATION

Compensation to Freese and Nichols shall be based on the following Schedule of Charges.

Schedule of Charges:

| <u>Position</u> | <u>Rate</u> |
|-------------------------------|-------------|
| Professional - 1 | 107 |
| Professional - 2 | 130 |
| Professional - 3 | 146 |
| Professional - 4 | 169 |
| Professional - 5 | 197 |
| Professional - 6 | 225 |
| Construction Manager - 1 | 85 |
| Construction Manager - 2 | 111 |
| Construction Manager - 3 | 131 |
| Construction Manager - 4 | 164 |
| CAD Technician/Designer - 1 | 91 |
| CAD Technician/Designer - 2 | 117 |
| CAD Technician/Designer - 3 | 145 |
| Corporate Project Support - 1 | 87 |
| Corporate Project Support - 2 | 105 |
| Corporate Project Support - 3 | 139 |
| Intern/ Coop | 53 |

Rates for In-House Services

Technology Charge

\$8.50 per hour

Travel

Standard IRS Rates

Bulk Printing and Reproduction

| | |
|-----------------|--------------------|
| Black and White | \$0.10 per copy |
| Color | \$0.25 per copy |
| Plot - Bond | \$2.50 per plot |
| Plot - Color | \$5.75 per plot |
| Plot - Other | \$5.00 per plot |
| Binding | \$0.25 per binding |

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.0. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work.

Subconsultant work is reimbursed at actual cost times a multiplier of 1.10. This includes costs of laboratory analysis, test, and other work done by persons other than FNI staff members.

These rates will be adjusted annually in February.

1022015

FNI _____
OWNER _____

COMPENSATION

Compensation to Freese and Nichols shall be based on the following Schedule of Charges.

Schedule of Charges:

| <u>Position</u> | <u>Rate</u> |
|-------------------------------|--------------------|
| Professional - 1 | 107 |
| Professional - 2 | 130 |
| Professional - 3 | 146 |
| Professional - 4 | 169 |
| Professional - 5 | 197 |
| Professional - 6 | 225 |
| Construction Manager - 1 | 85 |
| Construction Manager - 2 | 111 |
| Construction Manager - 3 | 131 |
| Construction Manager - 4 | 164 |
| CAD Technician/Designer - 1 | 91 |
| CAD Technician/Designer - 2 | 117 |
| CAD Technician/Designer - 3 | 145 |
| Corporate Project Support - 1 | 87 |
| Corporate Project Support - 2 | 105 |
| Corporate Project Support - 3 | 139 |
| Intern/ Coop | 53 |

Rates for In-House Services

Technology Charge

\$8.50 per hour

Travel

Standard IRS Rates

Bulk Printing and Reproduction

| | |
|-----------------|--------------------|
| Black and White | \$0.10 per copy |
| Color | \$0.25 per copy |
| Plot - Bond | \$2.50 per plot |
| Plot - Color | \$5.75 per plot |
| Plot - Other | \$5.00 per plot |
| Binding | \$0.25 per binding |

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These rates will be adjusted annually in February.

1022015

FNI _____
OWNER _____

**STANDARD RATE SCHEDULE
Labor Rate Table 60**

Effective January 1, 2013 the following rates are recommended for work performed on an hourly-charge basis. Rates include company overhead and profit for services accomplished during regular working hours.

DIRECT LABOR

OFFICE PERSONNEL SERVICES

| <u>Classification</u> | <u>Rates</u> |
|--|------------------|
| Sr. Project Manager..... | \$175 per hour |
| Managing Planner | \$170 per hour |
| Managing Landscape Architect..... | \$170 per hour |
| Managing Surveyor/GIS | \$170 per hour |
| Managing Construction Manager | \$170 per hour |
| Project Manager | \$160 per hour |
| Sr. Landscape Architect | \$150 per hour |
| Sr. Project Engineer/Surveyor/Planner..... | \$150 per hour |
| Construction Manager | \$150 per hour |
| Sr. Project Engineering/Surveying/Planning/GIS Coordinator | \$140 per hour |
| Project Engineer/Surveyor/Planner | \$130 per hour |
| Project Engineering/Surveying/Planning/GIS Coordinator..... | \$130 per hour |
| Sr. Project Engineering/Surveying/Planning/GIS Designer | \$120 per hour |
| Sr. Project Engineering/Surveying/Planning/GIS Associate..... | \$115 per hour |
| Project Engineering/Surveying/Planning/GIS Designer | \$110 per hour |
| Project Landscape Architect..... | \$110 per hour |
| Engineering/Surveying/Planning/GIS Associate..... | \$105 per hour |
| Engineering/Surveying/Planning/GIS Assistant | \$100 per hour |
| Sr. Engineering/Surveying/GIS CAD Technician..... | \$90 per hour |
| Engineering/Surveying/GIS CAD Technician | \$85 per hour |
| CAD/GIS Computer Operator..... | \$70 per hour |
| Administrative Assistant | \$70 per hour |
| Expert Witness/Testimony/Deposition Services | Double Rate |
| Department Manager..... | \$175 per hour |
| Principal (as appropriate)..... | \$240 per hour * |

FIELD PARTY SERVICES

| | <u>Rates</u> |
|-------------------------|----------------|
| 1-Man Field Party | \$85 per hour |
| 2-Man Field Party | \$150 per hour |
| 3-Man Field Party | \$185 per hour |
| 4-Man Field Party | \$225 per hour |

DIRECT EXPENSES

| | |
|---|---------------------------------------|
| Transportation: | |
| By Firm's Passenger Vehicles | Charged at current IRS allowable rate |
| By Firm's Survey Trucks (Notes 1, 2, & 3) | Charged at current IRS allowable rate |
| Direct Expense - Reproduction & Printing by Firm, | Prevailing |
| Survey Stakes, Lathes, Iron Rods, | Commercial Rates Or |
| Subsistence of out-of-city services, and other Direct Expense | Cost Plus 15% |

* Not default rates. These rates are used as required in special situations only and with Client notification.

NOTES:

- Field Party rates include equipment, supplies and survey vehicles. Abnormal use of stakes, lathes, etc., used such as during the construction phase of a project will be charged as indicated.
- Field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.
- Field Party stand-by time will be charged for at the above-shown appropriate rates.
- The firm's professional liability is limited to the total amount of compensation under the Professional Services Agreement to a maximum of \$50,000.

CLS STANDARD RATE SHEET 2014

Hourly Rates by Category of Personnel

| | | |
|-------------------------------|------|----------------|
| (1) Project Manager | (PM) | \$125 per hour |
| (1) Acquisition Agent | (AA) | \$115 per hour |
| (1) Administrative Technician | (AT) | \$ 60 per hour |

Subconsultants for this Professional Services Agreement include the following. Minority Owned Business (MBE)/Woman Owned Business (WBE) classifications are also shown.

Baker-Aicklen & Associates, Inc. – Not MBE or WBE Certified

Contract Land Staff, LLC - Not MBE or WBE Certified

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS AGREEMENT, is made and entered into this day by and between the City of Lago Vista, a municipal corporation, organized and existing under the laws of the State of Texas, acting by and through its duly authorized representative, and hereinafter referred to as the OWNER, and _____, acting by and through its duly authorized representative, hereinafter referred to as the ENGINEER.

WHEREAS, the OWNER has determined the need to undertake various projects that require general engineering services; and

WHEREAS, as a result of such apparent needs the OWNER has or will develop Work or Task Orders for specific Projects. Such Work or Task Orders will hereinafter be referred to as the PROJECT and will be attached hereto and incorporated herein as Attachment "A"; and

WHEREAS, to address the PROJECT needs, the OWNER requires professional engineering and associated services; and

WHEREAS, the ENGINEER, having professional and technical employees versed in fields of endeavor appropriate for the conduct of the PROJECT including employees duly licensed and registered to practice engineering in the State of Texas, and employees or Subconsultants duly licensed and registered in the State of Texas to provide land surveying and other required professional services, and has the professional abilities and expertise to undertake the required services; and

WHEREAS, the ENGINEER has agreed to provide professional engineering and related services for PROJECT, as is more fully set out in Attachment "A";

NOW THEREFORE, the OWNER and the ENGINEER, in consideration of their mutual covenants herein, agree in respect to the performance of the professional services to be furnished or rendered by the ENGINEER and to the payment for these services by the OWNER, as set forth above and hereinafter.

SECTION I

EMPLOYMENT OF THE ENGINEER AND PERFORMANCE OF SERVICES

A. GENERAL

The OWNER agrees to employ the ENGINEER and the ENGINEER agrees to perform the professional engineering and other professional services as stated in Attachment "A" and in the Sections to follow; and, in rendering such services, the OWNER agrees to compensate the ENGINEER as stated herein. The OWNER will generally employ ENGINEER as follows:

1. For a PROJECT that arises out of known needs and/or is covered by the current budget of OWNER, the City Manager may approve and assign such PROJECT; or
2. City Council and/or City Manager may award ENGINEER a PROJECT after receiving a statement of qualifications and scope of services that best serve the needs of OWNER.

Nothing in this AGREEMENT provides for an exclusive arrangement with ENGINEER for all the engineering services which may be needed by OWNER,

but an assignment of specific engineering services pursuant to Work or Task Orders which are or will be attached hereto and incorporated herein as Attachment "A" and hereinafter referred to as the PROJECT. ENGINEER shall report to OWNER'S designated representative for the PROJECT (see Section IV also). To the extent of any conflict between the terms of this AGREEMENT, and the provisions set forth in Attachment A, the terms of this AGREEMENT shall control.

B. PERFORMANCE OF SERVICES

The ENGINEER'S associated subconsultants to be utilized in the performance of the PROJECT professional services (as described in Section II following) are identified in Attachment "C." The persons identified as principal ENGINEER and the subconsultants shown in Attachment "C" shall not be changed except with the OWNER'S prior written acknowledgment and concurrence, which shall not be unreasonably withheld. If MBE/WBE participation is required by law or the terms of the grant used to fund the PROJECT, and in the event that the ENGINEER proposes the termination of an identified "Minority Business Enterprise" (MBE) or a "Women Business Enterprise" (WBE) certified subconsultant firm from its employ on this PROJECT, the ENGINEER shall substitute a subconsultant firm of like certification. If the ENGINEER is unable to substitute a subconsultant firm of like certification, the ENGINEER shall provide OWNER with documentation of their efforts to acquire the services of a MBE/WBE replacement firm. The OWNER'S MBE/WBE certifications shall solely apply to this AGREEMENT.

C. GEOTECHNICAL LABORATORY SERVICES

If geotechnical laboratory services are provided for the PROJECT through this AGREEMENT, either by the ENGINEER or its subconsultant(s), these services shall be performed by a laboratory accredited, in soils or geotechnical testing as appropriate, by the American Association of Laboratory Accreditation or by the American Association of State Highway and Transportation Officials. The ENGINEER agrees to provide evidence to the OWNER of such accreditation on an annual basis for the duration of this AGREEMENT.

SECTION II

BASIC PROJECT SERVICES OF THE ENGINEER

The ENGINEER shall serve as the OWNER'S professional consultant in those phases of the PROJECT to which this AGREEMENT applies; and, will give consultation and advice to the OWNER during the performance of its services.

The ENGINEER shall, in the scope of its work, perform the services described in Attachment "A" which shall be attached hereto and incorporated herein for all purposes as the PROJECT. ENGINEER shall only commence the work described in Attachment "A" as authorized by the OWNER (in subsequent written authorizations to proceed) as described hereinafter. All work performed in connection with this AGREEMENT shall be performed in accordance with high professional standards, and within the time periods for the completion of the services required by this AGREEMENT. Once ENGINEER is authorized to perform services, ENGINEER shall commence the performance of the services within ten (10) calendar days following authorization and shall diligently pursue the same to completion in a timely manner.

If a time period for performance of the services is not set out herein, OWNER and ENGINEER may hereafter agree upon the time period for the completion of services.

As part of its Basic Services, ENGINEER shall provide OWNER on completion of any design, or any phase of a design, with the number of sets of plans for OWNER's use agreed to by OWNER and ENGINEER, but in no event fewer than five (5) sets, and sufficient sets for the use of Contractors and subcontractors in bidding out the PROJECT. ENGINEER may establish a fee to Contractors or subcontractors for complete sets of plans to be used by them as part of the bid process in accordance with customary practice within the area in which the PROJECT is located. All plans provided in connection with this AGREEMENT shall be certified by the ENGINEER as complying with all applicable Federal, State and local laws, and shall be signed and sealed by the ENGINEER. All subconsultants that perform a component of the design services required under this AGREEMENT, shall similarly prepare a plan showing their portion of the design work, as appropriate, which is similarly certified to, signed and sealed by the subconsultant.

SECTION III

CHANGES IN WORKSCOPE

OWNER, without invalidating this AGREEMENT or the PROJECT, may order changes within the general scope of the PROJECT by altering, adding to and/or deleting or deducting from the PROJECT to be performed. If any changes made under this clause to the PROJECT cause an increase or decrease in the ENGINEER'S cost of, or the time required for, the performance of part of the PROJECT, an equitable adjustment will be made by mutual agreement and the PROJECT will be modified in

writing accordingly. Notwithstanding the foregoing, should the PROJECT be changed or amended due to some error on the part of the ENGINEER, the only equitable adjustment that will be made shall be to the benefit of the OWNER.

SECTION IV

ADDITIONAL SERVICES OF THE ENGINEER

If ENGINEER determines that services outside the scope of PROJECT (“Additional Services”) are required or recommended, or that ENGINEER is being asked by OWNER to perform services not covered by PROJECT, ENGINEER shall notify OWNER that such services are Additional Services, and the cost associated with their performance prior to undertaking them. Any provision in this Agreement to the contrary notwithstanding, OWNER shall not be liable to ENGINEER for the costs of any Additional Services in connection with the PROJECT unless OWNER has agreed in writing to the performance of the services, which have been identified to OWNER as Additional Services, including the cost for such services, prior to the commencement of such services.

SECTION V

THE OWNER'S RESPONSIBILITIES

The OWNER will:

- A. Provide full information as to its requirements for the PROJECT.
- B. Designate the OWNER'S REPRESENTATIVE for this PROJECT. ENGINEER understands and agrees that ENGINEER shall obtain instruction and direction of the services to be performed hereunder only from OWNER's designated

OWNER'S REPRESENTATIVE or other representative designated by OWNER in writing. ENGINEER shall not perform services directed or requested by any other person, unless approved by OWNER'S REPRESENTATIVE or other designated representative in writing. In the event ENGINEER is uncertain whether or not it is authorized to perform services, ENGINEER shall seek confirmation from OWNER'S REPRESENTATIVE or other designated representative.

- C. Assist ENGINEER by placing at its disposal available reports and other data relevant to the development of the PROJECT which OWNER has had performed in connection with the property or the PROJECT by other service providers.
- D. Assist ENGINEER in gaining entry to public and private property as may be required by the ENGINEER in the performance of their services under this AGREEMENT.
- E. Examine all studies, reports, sketches, estimates, proposals and other documents presented by the ENGINEER and render decisions pertaining thereto within a reasonable time so as not to unreasonably delay the services of the ENGINEER.
- F. Furnish, or direct ENGINEER (by way of written Supplemental Amendment to this AGREEMENT (see Section VI) to provide necessary Additional Services as stipulated in Section III of this AGREEMENT or other services as may be required by the OWNER.

SECTION VI

PAYMENTS TO THE ENGINEER

A. OWNER agrees to pay the ENGINEER as full compensation for the professional engineering and associated services herein contracted for as follows:

1. Basic Services: The total fee for all tasks identified in Attachment "A" shall not exceed the amount set out in Attachment "A" ("Basic Services Fee"). Unless otherwise agreed to by the parties in writing, reimbursable expenses, including, but not limited to copying charges, long-distance phone calls, travel expenses, will be included within the Basic Services Fee. If the parties agree that reimbursable expenses are to be billed separately, they shall also itemize the expenses that will be reimbursed and agree on a not-to-exceed amount for such reimbursable expenses.
2. Additional Services: Compensation will be charged based on the actual hours expended by ENGINEER'S personnel and billed at ENGINEER'S Standard Hourly Rates identified in Attachment "B" attached hereto and incorporated herein for all purposes.
3. Reimbursable Expenses: Reimbursable expenses include transportation and subsistence, reproduction costs and similar items, as identified and agreed to by the parties hereto, and shall be invoiced at direct cost with no overhead mark-up.
4. OWNER agrees to pay ENGINEER a retainer in the amount of \$0.00 when this AGREEMENT is signed by OWNER. ENGINEER shall hold this retainer until completion or termination of this AGREEMENT. At the time of completion or termination of this AGREEMENT, OWNER

authorizes ENGINEER to apply the retainer to any unpaid invoices on this AGREEMENT and return the balance, if any, of the retainer to OWNER at OWNER'S address of record as set out above.

B. METHOD OF PAYMENT

1. Payments on account of ENGINEER'S work on the PROJECT shall be made to ENGINEER at its office, within thirty (30) calendar days after invoice is received and approved by OWNER for payment, subject to the terms of this AGREEMENT.
2. For all services rendered, payment for undisputed amounts is due as provided above, subject to the rights and remedies of OWNER. Invoices for payment of services shall not be submitted to OWNER more frequently than once per month. Billing shall include reasonable documentation of cost of services rendered during the previous month in such form and with such content as OWNER may reasonably require. Interest shall accrue on undisputed amounts which have not been paid in accordance with the provisions of this AGREEMENT and are past due, in accordance with the provisions of Section 2251.021 of the Texas Government Code, unless delay in payment is due to the fault of ENGINEER including improper, contested or inadequate billing procedures followed by the ENGINEER, or the exercise of any rights or remedies by OWNER under the terms of this AGREEMENT.
3. Invoice amounts in excess of the maximum not-to-exceed amount(s) identified above, incurred prior to OWNER'S written consent shall be at ENGINEER'S risk and OWNER is not obligated to pay such billings or

expenses. ENGINEER shall closely monitor the amount of their work and notify OWNER within five (5) working days when expenditures for any phase of work reaches eighty (80) percent of the maximum not-to-exceed amount(s) identified herein. Nothing herein shall be construed to require the OWNER to increase the approved maximum not-to-exceed contract amount(s) established under this AGREEMENT.

4. For all services rendered, ENGINEER'S payment to subconsultants is due within ten (10) calendar days after receipt of payment from the OWNER and, when appropriate, OWNER may issue joint checks to the ENGINEER and subconsultants.
5. Cost of services furnished by subcontractors or subconsultants on shall be reimbursed at invoice cost, unless otherwise agreed to by the parties in writing.

SECTION VII

TERMINATION AND DEFAULT

The OWNER shall have the right to terminate this AGREEMENT at any time after thirty (30) calendar days notice to the ENGINEER. OWNER shall pay the ENGINEER for services rendered and obligations incurred to date of termination and ENGINEER shall submit to the OWNER all Work and documents prepared to that point. Payment to the ENGINEER of lump-sum not-to-exceed amounts shall be proportional to services performed to the date of termination.

In the event OWNER, through no fault of ENGINEER, fails to perform one or more of its obligations under the terms of this Agreement, ENGINEER shall provide OWNER with written notice of the default, and a reasonable opportunity to cure the same, but in no event shall such cure opportunity be less than thirty (30) calendar days. If OWNER fails to cure a material default, or to initiate appropriate action to cure a material default, within such cure period, then ENGINEER shall have the right, as its exclusive remedy, to terminate this Agreement, in which event OWNER shall be liable to ENGINEER for all services rendered and obligations incurred to date of termination and ENGINEER shall submit to the OWNER all Work and documents prepared to that point. Payment to the ENGINEER of lump sum not to exceed amounts shall be proportional to services performed to the date of termination.

In the event ENGINEER, through no fault of OWNER, fails to perform one or more of its obligations hereunder or defaults under the terms of this AGREEMENT, OWNER shall provide ENGINEER with notice of the default, and a reasonable opportunity, not to exceed thirty (30) days to cure the same. In the event a cure is not effected during such cure period, OWNER, in addition to any other rights and remedies provided by this AGREEMENT, shall have the right to pursue one or more of the following: (a) terminate this AGREEMENT, (b) withhold payments due to ENGINEER until the default is cured to OWNER's satisfaction, or (c) pursue any rights and remedies available at law or equity. All rights and remedies provided by this AGREEMENT, or available at law or equity

shall be cumulative and not exclusive, and may be exercised concurrently or successively.

SECTION VIII

SUCCESSOR AND ASSIGNS

This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors, executors and assigns. The foregoing notwithstanding, the ENGINEER shall not assign or transfer its interest in this AGREEMENT without the prior written consent of the OWNER. Any transfer or assignment made without OWNER'S prior written consent shall not be binding upon OWNER unless expressly ratified by OWNER in writing, and shall not relieve ENGINEER of its obligations hereunder.

SECTION IX

OWNERSHIP AND USE OF DOCUMENTS

The ENGINEER agrees that items such as plans, drawings, photos, designs, studies, specifications, data, computer programs, schedules, technical reports, or other work products which are required or specified to be delivered under this AGREEMENT, and which are to be paid for by the OWNER, are subject to the rights of the OWNER in effect on the date of execution of this AGREEMENT. These rights include the right to use, duplicate and disclose such items, in whole or in part, in any manner and for whatever purpose; and, to have others do so, and to use such items in connection with the PROJECT and any subsequent alterations thereto. If an item produced by the ENGINEER is copyrightable, the ENGINEER may copyright it,

subject to the rights of the OWNER. The OWNER reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, modify and use such items and to authorize others to do so. Without limiting the generality of the foregoing, if the services of ENGINEER are terminated under this AGREEMENT, OWNER shall have the right to use the work produced by ENGINEER, and to allow others to do so, in connection with the PROJECT. The ENGINEER shall include in its subconsultant contracts appropriate provisions to achieve the purpose of this Section VIII.

All such items furnished by the ENGINEER pursuant to this AGREEMENT are considered instruments of its services in respect to the PROJECT. It is understood that the ENGINEER does not represent such items to be suitable for reuse on any other project. If the OWNER reuses such items without the ENGINEER'S specific written verification or adaptation, such reuse will be at the risk of the OWNER, without liability to the ENGINEER. Any such verification or adaptation requested by the OWNER may entitle the ENGINEER to further compensation at an amount agreed upon between the OWNER and the ENGINEER.

SECTION X

ENGINEER'S RESPONSIBILITY AND LIABILITY

All services performed in connection with this AGREEMENT shall be performed in accordance with high professional standards, in a non-negligent manner, free from defects, and in accordance with the terms of this AGREEMENT. Acceptance and approval by the OWNER of the final PROJECT Report or other documents or services produced by ENGINEER, shall not constitute nor be deemed a release of the responsibilities and liability of the ENGINEER for the accuracy and competency of the

ENGINEER'S work products, design, or other documents, and services prepared/performed under this AGREEMENT. No approvals or acceptances by or on behalf of the OWNER shall be deemed to be an assumption of such responsibility by the OWNER for any defect, error or omission in said work products, design or other documents and services as prepared/performed by the ENGINEER or its subconsultants. Without limiting the generality of the foregoing, ENGINEER will assist OWNER in establishing a Fixed Construction Budget for the PROJECT, and in designing the PROJECT to fall within the Fixed Construction Budget. In the event that the PROJECT is let for bids, and the lowest responsible bid exceeds the Fixed Construction Budget, OWNER may (i) agree to proceed with the PROJECT as designed and pay the excess construction costs, (ii) terminate the PROJECT, or (iii) require the ENGINEER to redesign the PROJECT at no additional cost to OWNER, in accordance with design-criteria, specifications and plans approved by OWNER to fit within the Fixed Construction Budget. The ENGINEER'S opinions of probable construction costs provided for herein are to be made on the basis of the ENGINEER'S experience and qualifications and represent the ENGINEER'S best judgment as an experienced and qualified professional generally familiar with the industry. Although the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the ENGINEER cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER, the OWNER shall have the rights provided for in this Section.

The ENGINEER further agrees to correct programs or documents or re-execute services as may be required due to the ENGINEER'S development of programs or documents which are found to be in error or contain defects or omissions at no additional cost to the OWNER.

Redesigns required or occasioned for the convenience of the OWNER shall be paid for as provided and prescribed hereinbefore under Additional Services of the ENGINEER, but only if such Additional Services are required in writing by OWNER as required herein.

If the ENGINEER's scope of services includes contract administration in connection with the construction of the PROJECT, the ENGINEER shall be responsible for overseeing the Contractor's performance of its construction obligations, reviewing submissions required by the Contract Documents, responding to requests for clarification, reviewing applications for payment and advising OWNER whether to pay all or any portion of the same, reviewing the contractor's work for compliance with the Engineer's design and the Construction Documents, and reporting any problems or potential problems to the OWNER with regard to the construction, and keeping OWNER apprised of the Contractor's work, and assisting OWNER with disputes or claims with Contractor involving the work, all in a timely manner so as not to delay construction, and to prevent or mitigated consequences to OWNER of any of problem with the construction or Contractor's performance. The ENGINEER is not responsible for any failure of the Contractor to perform its contract obligations, but ENGINEER is responsible for the performance of ENGINEER's services in connection with this AGREEMENT. The ENGINEER will also review the PROJECT prior to the

expiration of any warranty period, and assist OWNER with identifying defects in material or labor and securing Contractor's repair or replacement of defective work.

ENGINEER understands that OWNER may require ENGINEER to temporarily suspend work. OWNER understands that the suspension of work by ENGINEER may cause ENGINEER to incur additional costs to resume work, whether on Basic or Additional Services, and OWNER agrees to reimburse ENGINEER for such reasonable and unavoidable additional costs in an amount to be agreed upon by ENGINEER and OWNER in writing at time ENGINEER has been given written notice of the suspension.

SECTION XI

PERIOD OF SERVICE

- A. The ENGINEER contracts and agrees to commence work provided for herein within five (5) working days from the date of OWNER'S written authorization to proceed for each phase of work identified in Attachment "A."
- B. This AGREEMENT shall remain in force for a period required for the completion of the PROJECT, including required extensions thereto and warranty period services, unless discontinued by any of the several provisions included elsewhere in this AGREEMENT.

SECTION XII

MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

The ENGINEER agrees to maintain appropriate accounting records of costs, expenses and payrolls of employees working on the PROJECT together with

documentation and evaluations and study results, for a period of five (5) years after final payment for completed services and all other pending matters concerning this AGREEMENT have been closed. The ENGINEER further agrees that the OWNER, or their duly authorized representative(s), shall have access to any and all books, documents, papers and records of the ENGINEER which are directly pertinent to the services to be performed under this AGREEMENT for the purposes of making audit, examination, excerpts and transcriptions.

SECTION XIII

VENUE

VENUE AND JURISDICTION OF ANY SUIT, RIGHT OR CAUSE OF ACTION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL LIE, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES CONSENT TO VENUE EXCLUSIVELY IN, COURTS OF COMPETENT JURISDICTION IN TRAVIS COUNTY, TEXAS, OR IN FEDERAL COURTS IN WESTERN DISTRICT OF TEXAS, AUSTIN DIVISION.

SECTION XIV

INSURANCE REQUIREMENTS

The ENGINEER agrees to carry and maintain insurance in the following types and amounts for the duration of this AGREEMENT, and furnish certificates of insurance and make available copies of policy declaration pages and policy endorsements as evidence thereof:

1. Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act and minimum policy limits for employers Liability of \$100,000 bodily injury per accident, \$500,000 bodily injury disease policy limit and \$100,000 per disease per employee.
 - a. Waiver of Subrogation in favor of the OWNER, endorsement WC420304.
 - b. Thirty (30) Calendar Day Notice of Cancellation in favor of the OWNER, endorsement WC 420601.
2. Commercial General Liability with a combined single limit of \$500,000 per occurrence for coverages A&B including products/completed operations, where appropriate, with a separate aggregate of \$500,000. The policy shall contain the following provisions:
 - a. Blanket contractual liability coverage for liability assumed under the AGREEMENT and all contracts relative to the PROJECT.
 - b. Independent Contractors coverage.
 - c. OWNER listed as an additional insured, endorsement CG 2010.
 - d. Thirty (30) calendar day Notice of Cancellation in favor of the OWNER, endorsement CG 0205.
 - e. Waiver of Transfer of Rights of Recovery Against Others in favor of the OWNER, endorsement CG 2404.
3. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and \$100,000

property damage liability per accident. The policy shall contain the following endorsements in favor of the OWNER:

- a. Waiver of Subrogation endorsement TE 2046A.
 - b. Thirty (30)-calendar day Notice of Cancellation, endorsement TE 0202A.
 - c. Additional Insured, endorsement TE 9901B.
4. Professional Liability Insurance with a minimum limit \$500,000 per claim and in the aggregate to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed or alleged to have been committed with respect to plans, maps, drawings, analyses, reports, surveys, change orders, designs, or specifications prepared or alleged to have been prepared by the assured. The policy shall provide for thirty (30) calendar day notice of cancellation in favor of the OWNER.

ENGINEER shall require each Subconsultant to maintain the same insurance with the same endorsements in favor of OWNER, unless otherwise agreed by OWNER in writing.

General Requirements

The ENGINEER shall be responsible for insurance premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificates of insurance required above.

Applicable to all insurance policies: If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of this AGREEMENT and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The ENGINEER shall maintain continuous coverage

for the duration of this AGREEMENT and for not less than twenty-four (24) months following substantial completion of the PROJECT. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to the PROJECT. The ENGINEER shall, on at least an annual basis, provide the OWNER with a certificate of insurance as evidence of such insurance.

If insurance policies are not written for amounts specified above, the ENGINEER shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

The ENGINEER shall not commence work under this AGREEMENT until they have obtained the required insurance and until such insurance has been reviewed by the OWNER. The ENGINEER shall not allow any subconsultants to commence work until the required insurance has been obtained and approved. Approval of insurance by the OWNER shall not relieve or decrease the liability of the ENGINEER hereunder.

Insurance shall be written by a company licensed to do business in the State of Texas at the time the policy is issued and shall be written by a company with an A. M. Best rating of B+VII or better.

Certificate of Insurance and all endorsements shall read:

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

The "other" insurance clause shall not apply to the OWNER where the OWNER is an additional insured shown on the policy. It is intended that policies required in this AGREEMENT, covering both the OWNER and the ENGINEER, shall be considered primary coverage as applicable.

The OWNER shall be entitled, upon request and without expense, to receive copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies and if such request for deletions, revisions, or modifications are commercially available.

The ENGINEER shall not cause any insurance required under this AGREEMENT to be canceled nor permit any insurance to lapse during the term of this AGREEMENT.

The OWNER reserves the right to review the insurance requirements of this section during the effective period of the AGREEMENT and to make reasonable adjustments to insurance coverages and their limits when deemed necessary and prudent by the OWNER based upon changes in statutory law, court decisions or the claims history of the industry as well as the ENGINEER (such adjustments shall be commercially available to the ENGINEER). If the implementation of such revised insurance coverages/limits would result in additional costs to the ENGINEER, the ENGINEER may request additional compensation from the OWNER under the provisions of Section V, Paragraph B herein.

Actual losses not covered by insurance as required by this AGREEMENT shall be paid by the ENGINEER.

The ENGINEER hereby expressly agrees to indemnify and hold harmless the OWNER and the OWNER'S officers, agents and employees, from and against all expenses, claims, demands, costs, causes of action, and liability of every kind and nature, including reasonable attorney's fees for the defense of all claims and demands (collectively, "Costs"), arising directly from, or in any way

connected with, but to the extent caused by, the negligent performance of services in connection with this AGREEMENT by the ENGINEER, its officers, agents, employees and parties with whom it contracts, including Subconsultants, and from all Costs in connection with injury or property damages arising from the performance of services under this Agreement by ENGINEER, its employees, agents, representatives and parties with whom it contracts, including Subconsultants.

OWNER and ENGINEER waive subrogation and hereby release each other, and their respective employees and officers, and representatives from liability for all damages, expenses and costs ("Costs"), to the extent, but only to the extent, that such amounts are covered by insurance proceeds actually paid and applied to the satisfaction of such Costs.

SECTION XV

POLLUTANTS AND HAZARDOUS WASTES

It is understood and agreed by both parties that ENGINEER has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition ("Hazardous Conditions") present at the PROJECT as of commencement of the work on the PROJECT ("Preexisting Hazardous Conditions), if any, and ENGINEER'S compensation hereunder is not commensurate with the potential risk of injury or loss that may be caused by exposure to such Hazardous Conditions. The parties agree that in performing the services required by the PROJECT and this AGREEMENT, ENGINEER does not take possession or control of the subject site and is not therefore responsible for the existence of any pollutant present on or migrating from the site, except for any Hazardous Conditions introduced, caused or created by ENGINEER or its representatives or subcontractors. ENGINEER shall have no responsibility for any Preexisting Hazardous Condition during clean-up, transportation, storage or disposal activities related to those Pre-existing Hazardous Conditions, provided that

ENGINEER has not acted in a way that has exacerbated any such Preexisting Hazardous Condition or increased the cost of or difficulty of removing such Preexisting Hazardous Condition and remediating the site. ENGINEER and its Representative and Subcontractors shall promptly inform OWNER of any Preexisting Hazardous Condition or other Hazardous Condition upon discovery.

SECTION XVI

COMPLIANCE WITH ALL LAWS

During the performance of the services provided by this AGREEMENT, the ENGINEER agrees to comply, and to require its Subconsultants to comply, with all Federal, State and local laws and regulations applicable to the services or the Project.

SECTION XVII

CERTIFICATE OF ENGINEER

The individual(s) signing this AGREEMENT, acting as duly authorized representative(s) of the firm of ENGINEER hereby certify that neither they nor any other members of the ENGINEER'S firm which they represent have:

- A. Agreed, as an expressed or implied condition for obtaining this AGREEMENT, to employ or retain the services of (1) any firm or person in the employ of the OWNER or, (2) an OWNER official, in connection with carrying out the work to be performed under this AGREEMENT.
- B. Paid or agreed to pay as an express or implied condition for obtaining this AGREEMENT (1) any firm or person in the employ of the OWNER or, (2) an OWNER official, any fee, contribution, donation or consideration of any kind

for, or in connection with procuring or carrying out the work provided under the AGREEMENT.

The ENGINEER further acknowledges that this certification may be furnished to any Local, State and Federal Governmental Agencies of the United States in connection with this AGREEMENT and for portions of the PROJECT involving participation of Agency Grant funds and is subject to all applicable State and Federal laws, both criminal and civil.

SECTION XVIII

ADDITIONAL PROVISIONS

During the performance of the contract, ENGINEER agrees as follows:

- A. The Engineer will not discriminate against any employee or applicant for employment because of race, religion, color, gender, sexual orientation, gender identity, or national origin. The engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, gender, sexual orientation, gender identity, or national origin.
- B. The Engineer will, in all solicitations or advertisements for employees place by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, gender, sexual orientation, gender identity, or national origin.

SECTION XIX

MISCELLANEOUS

A. SEVERABILITY

If any word, phrase, clause, sentence or provision of the AGREEMENT, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, such finding shall only effect such word, phrase, clause, sentence or provision, and such finding shall not effect the remaining portions of the AGREEMENT, this being the intent of the parties in entering unto this AGREEMENT; and all provisions of this instrument are declared to be severable for this purpose.

B. CONSTRUCTION OF AGREEMENT

Although the AGREEMENT is substantially drafted by one (1) party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other.

C. ENGINEER'S PROJECT PURCHASES

All durable PROJECT equipment, tools, materials, etc., if any, purchased by the ENGINEER and invoiced to the OWNER shall be considered the property of the OWNER and shall be given over to the OWNER at the time of OWNER'S request or at the completion of the PROJECT.

D. FULL AND FINAL AGREEMENT

This AGREEMENT (consisting of this document and, where applicable, OWNER'S Request for Qualifications ("RFQ") which is incorporated herein by reference for all purposes to the extent that such RFQ is not inconsistent with this document and also including ENGINEER'S proposal and submittals, where applicable, to the extent that such proposal and submittals are not inconsistent

with this document or the RFQ) constitutes the entire agreement of the parties concerning the subject matter hereof, and may only be amended by a written document signed by both parties. All prior and contemporaneous understandings, whether written or oral, are merged herein.

E. NOTICE

Any notice required to be given under the terms of this Agreement shall be in writing. Notice shall be deemed delivered, whether or not actually received, three (3) calendar days after it is deposited in the U.S. Mail, certified mail, return receipt requested, properly addressed as set forth below with correct postage, with a copy sent concurrently by facsimile. Notice given in any other way shall be effective when and if actually received.

Executed to be effective as of the ____ day of _____, 2015.

City of Lago Vista

By: _____
Melissa Byrne Vossmer
City Manager

Address for Notice:

Mailing address:

City of Lago Vista
5803 Thunderbird
Lago Vista, Texas 78645

ENGINEER

By: _____

Name: _____

Title: _____

Address for Notice:

List of Attachments:

Attachment "A" -- Work or Task Orders ("PROJECT")

Attachment "B" -- Schedule of Hourly Rates for ENGINEER and its Subconsultants.

Attachment "C" --List of any Subcontractors/Subconsultants and whether
MBE/WBE

Attachment A

Work or Task Orders

Projects will be by separate contract with the City.

| | |
|---|---------------------|
| Principal / Chief Engineer | \$260.00/HR |
| Senior Engineer | \$245.00/HR |
| Senior Project Manager | \$210.00/HR |
| Project Manager | \$190.00/HR |
| Senior Hydrologist | \$190.00/HR |
| Project Engineer IV | \$150.00/HR |
| Project Engineer III | \$130.00/HR |
| Project Engineer II | \$110.00/HR |
| Project Engineer I | \$90.00/HR |
| Senior Technician | \$125.00/HR |
| Technician III | \$110.00/HR |
| Technician II | \$100.00/HR |
| Technician I | \$80.00/HR |
| Licensed State Land Surveyor | \$210.00/HR |
| Registered Professional Land Surveyor | \$150.00/HR |
| 4-Man Survey Crew | \$170.00/HR |
| 3-Man Survey Crew | \$150.00/HR |
| 2-Man Survey Crew | \$130.00/HR |
| 1-Man Survey Crew | \$110.00/HR |
| Construction Manager | \$175.00/HR |
| Senior Field Construction Observer | \$110.00/HR |
| Field Construction Observer | \$95.00/HR |
| Senior Utility Specialist | \$130.00/HR |
| Utility Specialist | \$90.00/HR |
| Telecommunications Designer | \$100.00/HR |
| Telecommunications Fieldman | \$80.00/HR |
| GIS Manager | \$150.00/HR |
| GIS Analyst | \$100.00/HR |
| Right-of-Way Agent | \$115.00/HR |
| Administrative | \$95.00/HR |
| Clerical | \$70.00/HR |
| GPS | \$35.00/HR/Receiver |

Attachment C Subconsultants

| Subconsultant | Expertise | MBE/WBE Status |
|------------------------|---|----------------|
| Arias Geoprosessionals | Geotechnical investigation, pavement design | MBE |
| aci consulting | Environmental consulting | WBE |
| DL Dial & Associates | Construction inspection | Small business |

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

18. Discussion, consideration, action if any re: Resolution No. R-15-1607; A Resolution by the City Council of the City of Lago Vista, Texas; providing for the election of a Mayor Pro Tem.



AGENDA ITEM

City of Lago Vista

To: Mayor & City Council Council Meeting: May 21, 2015

From: Sandra Barton, City Secretary

Subject: Resolution No. R-15-1607; A Resolution by the City Council of the City of Lago Vista, Texas; providing for the election of a Mayor Pro Tem.

Request: Business Item Legal Document: Resolution Legal Review:

EXECUTIVE SUMMARY:

The Mayor and Members of the Council shall elect a Mayor Pro Tem, who shall hold this office for one year.

Impact if Approved:

The City will be in compliance with the Charter.

Impact if Denied:

The City will not be in compliance with the Charter.

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

Indicate Funding Source:

Suggested Motion/Recommendation/Action

Motion to:

Approve Resolution

Motion to:

Motion to:

Known As:

Agenda Item Approved by City Manager

CITY OF LAGO VISTA

RESOLUTION NO. R-15-1607

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS;
PROVIDING FOR THE ELECTION OF A MAYOR PRO TEM.**

WHEREAS, pursuant to Section 3.01 of the Home Rule Charter of the City of Lago Vista, Texas, providing that at the first regular City Council meeting following the taking of office of all new members after each scheduled General City Election, a Council Member shall be elected Mayor Pro Tem, who shall hold this office for one year.

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

THAT, _____ is hereby elected to serve as Mayor Pro Tem and shall hold this office for one year.

AND, IT IS SO RESOLVED.

PASSED AND APPROVED this 21st day of May, 2014.

Randy Kruger, Mayor

ATTEST:

Sandra Barton, City Secretary

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

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

19. Discussion, consideration, action if any re: An Ordinance of the City Council of the City of Lago Vista, Texas, modifying Chapter 9, Article 9.1800, Section 9.1802, membership appointment, removal; Chapter 9, Article 9.1900, Section 9.1902, composition, removal of members, filling vacancies; Chapter 9, Article 9.800, section 9.804, organization, providing a savings clause; providing a severability clause; and, provide an effective date.



AGENDA ITEM

City of Lago Vista

To: **Mayor & City Council** **Council Meeting:** **May 21, 2015**

From: **David Harrell, AICP, Director**

Subject: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, MODIFYING CHAPTER 9, ARTICLE 9.1800, SECTION 9.1802, MEMBERSHIP, APPOINTMENT, REMOVAL; CHAPTER 9, ARTICLE 9.1900, SECTION 9.1902, COMPOSITION, REMOVAL OF MEMBERS, FILLING OF VACANCIES; CHAPTER 9, ARTICLE 9.800, SECTION 9.804, ORGANIZATION. PROVIDING A SAVINGS CLAUSE; PROVIDING A SERVERABILITY CLAUSE; AND, PROVIDE AN EFFECTIVE DATE.**

Request: **Public Hearing** **Legal Document:** **Ordinance** **Legal Review:**

EXECUTIVE SUMMARY:

On February 19, 2015 the Council approved changes to allow for the select of chairpersons for some of the appointed boards in particular the Planning & Zoning Commission, Board of Adjustment, and Building Committee. Upon further research since these Appointed Boards now choose their own chairperson it is necessary to codify the requirements in City Charter Section 3.02 that sets requirements on candidates for City Council. It must apply to these Boards' since the Chairs' of these Boards' can serve as a temporary City Council in times of a continued lack of quorum. These changes add language into each Code that refers back to Section 3.02 of the City Charter.

Impact if Approved:

Issues relating to Chairs' taking over and acting as a temporary City Council will be addressed with these Code changes.

Impact if Denied:

Issues relating to Chairs' taking over and acting as a temporary City Council will NOT be addressed and may hamper the City if the situation should arise.

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

Indicate Funding Source:

Not Applicable

Suggested Motion/Recommendation/Action

Motion to:

Motion to:

Motion to:

Known As:

Modification to Appointed Board Selection for the Planning & Zoning Commission, Board of Adjustment, and Building Committee.

Agenda Item Approved by City Manager

CITY OF LAGO, VISTA, TEXAS

ORDINANCE NO: 15-05-21-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, MODIFYING THE FOLLOWING ARTICLES OF CHAPTER 9: ARTICLE 9.1800, PLANNING AND ZONING COMMISSION, SECTION 9.1802, MEMBERSHIP, APPOINTMENT, REMOVAL; ARTICLE 9.1900, BOARD OF ADJUSTMENT, SECTION 9.1902, COMPOSITION, REMOVAL OF MEMBERS, FILLING OF VACANCIES; ARTICLE 9.800, BUILDING COMMITTEE, SECTION 9.804, ORGANIZATION; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE, AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Council has established various board and commissions to assist in the performance of City business as well as provide the City Council with input from the public on various issues, and

WHEREAS, the City Council approved changes to allow for the select of chairpersons for some of the appointed boards in particular the Planning & Zoning Commission, Board of Adjustment, and Building Committee at their February 19, 2015 meeting, and

WHEREAS, due to the filling of vacancy clause in Section 3.09 of the City Charter and Council allowing those respective boards and committees to choose their Chairpersons; it has become necessary to codify the requirements in City Charter Section 3.02 and apply to these appointed boards.

WHEREAS, the City Council having held a public hearing on May 21, 2015 on the proposed amendments to the following Articles in Chapter 9: Article 9.1800, Section 9.1802, Membership, Appointment, Removal; Article 9.1900, Section 9.1902, Composition, Removal Of Members, Filling Of Vacancies; Article 9.800, Section 9.804, Organization, Code of Ordinances.

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

Section 1. Findings. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

Section 2. Modification or Repeal. The City Council hereby modifies the following Articles in Chapter 9: Article 9.1800, Section 9.1802, Membership, Appointment, Removal; Article 9.1900, Section 9.1902, Composition, Removal Of Members, Filling Of Vacancies; Article 9.800, Section 9.804, Organization, Code of Ordinances as shown in Exhibit "A"; and

Section 3. Amendment of Conflicting Ordinances. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

Section 4. Severability. If any section, subsection, sentence or phrase of this Ordinance is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance shall not be affected. It is the intent of the City Council in adopting this Ordinance, that no provision or regulation contained herein shall become inoperative, or fails by reason of the unconstitutionality or invalidity of any other section, subsection, sentence or phrase of this Ordinance.

Section 5. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of Chapter 52 of the Texas Local Government Code and the City Charter.

Section 6. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED THIS 21 DAY OF MAY, 2015.

CITY OF LAGO VISTA

Randy Kruger, Mayor

ATTEST:

Sandra Barton, City Secretary

Exhibit "A"

Chapter 9 Personnel, Article 9.1800 Planning & Zoning Commission, Section 9.1802 Membership, Appointment, Removal.

(a) The Commission shall be composed of seven (7) voting members, all qualified electors of the City, and shall be organized and exercise such powers as prescribed herein and by City Ordinances.

(b) The Council will consider for appointment to the Commission only those persons who have demonstrated their civic interest, general knowledge of the community, independent judgment, interest in planning and zoning and availability to prepare for and attend necessary meetings. It is the intent of the City Council that members shall, by reason of diversity of their occupations, backgrounds and experience, constitute a Commission that is broadly representative of the community.

(c) Each Commissioner shall be required to meet qualifications within City Charter Section 3.02.

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Chapter 9 Personnel, Article 9.1900 Board of Adjustment, Section 9.1902 Composition, Removal of Members, Filling of Vacancies

(a) The Board Of Adjustment shall be composed of five (5) qualified electors of the City. The City Council will consider for appointment to the Board Of Adjustment only those persons who have demonstrated their civic interest, general knowledge of the matters to be acted upon by the Board, independent judgment and availability to prepare for and attend meetings and hearings. It is the intent of the City Council that members shall, by reason of diversity of their individual occupations, constitute a Board which is broadly representative of the community.

(b) Each Board Member shall be required to meet qualifications within City Charter Section 3.02.

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Chapter 9 Personnel, Article 9.800 Building Committee, Section 9.804 Organization

(a) Officers shall be elected annually from among the Committee's membership at its first meeting in the new calendar year, with it being the first agenda item, and at such other times as these offices may become vacant. In the absence of both the chair and vice-chair, the Committee shall elect a chair-pro-tem. The Committee shall meet as needed and shall designate the time and place of its meetings. The Committee shall adopt its own rules and procedures and keep a record of its proceedings consistent with the provisions of this article and the requirements of law.

(b) Each Committee Member shall be required to meet qualifications within City Charter 3.02.

Deleted: board

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

20. Discussion, consideration, action if any re: Consideration of a City Council liaison for the Building Committee, Board of Adjustment and Keep Lago Vista Beautiful.



AGENDA ITEM

City of Lago Vista

To: **Council Meeting:**

From:

Subject:

Request: **Legal Document:** **Legal Review:**

EXECUTIVE SUMMARY:

A new City Council liaison will need to be appointed to replace Councilor Tidwell on the Building Committee and Board of Adjustment. This also includes a new City Council liaison to replace Councilor Bohn on the Keep Lago Vista Beautiful Board.

The Council can appoint one (1) Councilor to represent all boards or one (1) Councilor for each appointed Board or any thereof combination.

Impact if Approved:

New City Council liaison(s) will be appointed to represent these appointed boards.

Impact if Denied:

New City Council liaison(s) will NOT be appointed to represent these appointed boards.

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

Indicate Funding Source:

Not Applicable

Suggested Motion/Recommendation/Action

Motion to:

Motion to:

Motion to:

Known As:

The City Council Liaison(s) for the Keep Lago Vista Beautiful, and/or Building Committee and/or Board of Adjustment.

Agenda Item Approved by City Manager

21. Discussion, consideration, action if any re: Budget Amendments.



AGENDA ITEM

City of Lago Vista

To: Mayor & City Council Council Meeting: May 21, 2015

From: Starr Lockwood, Finance

Subject: YTD Budget Amendments - As of 4/30/2015

Request: Business Item Legal Document: Legal Review:

EXECUTIVE SUMMARY:

In reviewing the Income and Expenditure Reports for each Fund and Department as of 4/30/2015, it has been determined that there are several line items that require a mid-year budget amendment in order to make those accounts whole as well as continue to fund the necessary expenditures for the remainder of the 2014-2015 Fiscal Year. This item was brought before council during April Council Meeting using 3/31/2015 data but the item was set aside to come back to Council during the May Meeting.

There are 2 sets of information attached as one PDF to this item. The first page is the Budget Amendment itself; the second is a spreadsheet titled Discussion Points. These spreadsheets will be used to discuss possible reclassifications and future budget amendments. Department Heads and Supervisors will be present at the Council Meeting to review with Council The actual Budget Amendments are directed to Fund 10, Administration Department and to Fund 15, Golf Courses.

The Administration Department falls under Melissa Byrne Vossmer, City Manager. She has requested additional funds to cover Legal Fees. The total amount budgeted for 2014/2015 was \$70,000. YTD 4/30/2015 actual expenditures equal \$99,344. She is requesting an additional \$75,000 to cover overages already paid from that line item and to cover the rest of the fiscal year.

The Golf Courses fall under Eric Cupit, Golf Course Director. The Courses are further divided by ProShop/Snack Bar and Maintenance and have separate budgets for each. Eric is asking for an additional \$45,500 for the ProShop/Snackbar Expenditures

(telephone, electricity, maintenance/repairs unanticipated, supplies, proshop inventory, contract services, and advertising) and \$39,000 for Maintenance Expenditures (rental/lease, electricity, equipment repairs/maintenance, miscellaneous expenses, and bulk water services). Please note that with the exception of Proshop electricity and advertising and Maintenance rental/lease and electricity, the golf course expenditures have already exceeded the budgeted line items.

Both Melissa and Eric are present to discuss their budget amendment requests.

Impact if Approved:

Since the City is required to not be over budget in any of the departmental budgets at year end, budget amendments, as requested, will keep the Administration and Golf Course Budgets operating in the black.

Impact if Denied:

If denied, both Administration and Golf Course will continue to be over budget in those respective line items.

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

Indicate Funding Source:

Utility and General Revenues will cover the additional Administration expenditures and Utility, General, and other Golf Course Revenues will cover the additional Golf Course expenditures.

Suggested Motion/Recommendation/Action

Motion to:

Approve Item

Motion to:

Motion to:

Known As:

YTD Budget Amendments - As of 4/30/2015

Agenda Item Approved by City Manager

Exhibit A = Budget Amendments by Department and Fund

**City of Lago Vista
For Year Ending 9-30-2015**

General Fund

| Department | Description | Account Number | YTD Expenditures 4/30/15 | Budget | Amendment | Budget |
|---|-------------|----------------|--------------------------|-----------|-----------|------------|
| Administration - \$40,000 | Legal Fees | 10-510-6120 | \$ 99,344 | \$ 70,000 | \$ 75,000 | \$ 145,000 |
| Total General Fund Requests = \$75,000 | | | | | | |

**City of Lago Vista
For Year Ending 9-30-2015**

Golf Course

| Department | Description | Account Number | YTD Expenditures 4/30/15 | Budget | Amendment | Budget |
|--|----------------------------------|----------------|--------------------------|-----------|-----------|-----------|
| ProShop & Snack Bar - \$45,500 | Telephone | 15-510-4600 | \$ 3,692 | \$ 3,600 | \$ 2,500 | \$ 6,100 |
| | Electricity | 15-410-4650 | \$ 16,906 | \$ 26,000 | \$ 3,000 | \$ 29,000 |
| | Maintenance/Repair Unanticipated | 15-510-4715 | \$ 20,261 | \$ 8,000 | \$ 26,000 | \$ 34,000 |
| | Supplies | 15-510-5300 | \$ 8,044 | \$ 6,000 | \$ 3,000 | \$ 9,000 |
| | ProShop Inventory | 15-510-5301 | \$ 39,057 | \$ 34,000 | \$ 5,000 | \$ 39,000 |
| | Contract Services | 15-510-6135 | \$ 5,108 | \$ 4,000 | \$ 3,000 | \$ 7,000 |
| | Advertising | 15-510-6550 | \$ 6,265 | \$ 8,000 | \$ 3,000 | \$ 11,000 |
| Golf Course Maintenance - \$39,000 | Rental/Lease | 15-530-4570 | \$ 43,119 | \$ 64,310 | \$ 8,000 | \$ 72,310 |
| | Electricity | 15-530-4650 | \$ 15,574 | \$ 18,000 | \$ 8,000 | \$ 26,000 |
| | Equipment Repairs/Maintenance | 15-530-4700 | \$ 17,023 | \$ 10,000 | \$ 15,000 | \$ 25,000 |
| | Miscellaneous Expenses | 15-530-4750 | \$ 2,697 | \$ 1,000 | \$ 4,000 | \$ 5,000 |
| | Bulk Water Services | 15-530-6430 | \$ 11,864 | \$ 12,000 | \$ 4,000 | \$ 16,000 |
| Total Golf Course Requests = \$84,500 | | | | | | |

Discussion Points Revenue by Fund and Expenditures by Department YTD 4/30/2015 - Data From Financials

Percentage/Month

General Fund

| | | | |
|---------------------|--------------------|---------|--|
| 99.9996% Sep | Admin Income | 74.44% | |
| 91.6663% Aug | Admin Expense | 55.16% | |
| 83.3330% Jul | Non Dept Exp | 100.00% | All Expenses Paid for Fiscal Year |
| 74.9997% Jun | Dev Service Income | 27.79% | Below Revenue 30.54% - Partially Due to Escrow Money that Has Not Been Billed Out or Received |
| 66.6664% May | Dev Service Exp | 53.03% | |
| 58.3331% Apr | Finance Exp | 60.67% | Due to TCAD Payment for Tax Parcel at 100% = \$15,759.43 |
| 49.9998% Mar | Court Income | 43.36% | Below Revenue 14.97% |
| 41.6665% Feb | Court Exp | 46.18% | |
| 33.3333% Jan | PD Income | 90.37% | |
| 24.9999% Dec | Police Exp | 59.61% | Only 1.28 Over |
| 16.6666% Nov | Dispatch Exp | 55.11% | |
| 8.3333% Oct | PW Income | 148.46% | |
| | Streets Exp | 60.65% | Due to Overtime @ 90.37%, Liability Insurance @ 100%, Maintenance Agreements @ 95.8%, & 2012 Truck Payments Accidently Dropped in Final Budget |
| | Bldg Maint Exp | 59.51% | Due to Maintenance & Repairs @ 104.78%, Unanticipated Expenses @ 70.24% |
| | Solid Waste Income | 58.90% | |
| | Solid Waste Exp | 49.82% | |
| | Rec Income | 0.55% | Seasonal |
| | Parks & Recreation | 35.04% | |
| | Aquatics | 15.76% | |
| | Airport Income | 2.02% | Haven't Received \$20,000 Airport POA Contribution Yet - Usually July |
| | Airport Exp | 52.78% | |
| | Library Income | 82.26% | |
| | Library Exp | 56.04% | |

| Percentage/Month | Utility Fund | | |
|------------------|-------------------------------|--------|---|
| 99.9996% Sep | Utility Income | 54.23% | Seasonal - Below Revenue 4.10% Going into Summer |
| 91.6663% Aug | Utility Admin Exp | 53.05% | |
| 83.3330% Jul | Utility/General Transfer | 58.33% | |
| 74.9997% Jun | Utility/Debt Service Transfer | 0.00% | |
| 66.6664% May | Information Technology | 57.37% | |
| 58.3331% Apr | Water Srvc Exp | 58.39% | Only 0.06 Over |
| 49.9998% Mar | WTP One Exp | 51.49% | |
| 41.6665% Feb | WTP Two Exp | 68.95% | WTP #2 was Anticipated to be Offline by February 2015. Total Budgeted Expenses \$215,279. WTP #3 was Anticipated to be Online by February 2015. Total Budgeted Expenses \$238,222. YTD WTP #2 has Spent 68.95% of it's Budget but WTP #3 has Only Spent 4/42%. Adding both Budgets = \$453,501, and Comparing to Actual Expenses of both = \$158,969.92. Equates to 35.05%. Will do Budget Amendment when WTP #3 goes Online. |
| 33.3333% Jan | WTP Three Exp | 4.42% | |
| 24.9999% Dec | | | |
| 16.6666% Nov | Sewer Srvc Exp | 66.99% | Due to Overtime @ 96.77%, Liability Insurance at 100%, Unanticipated Maintenance & Repairs @ 252.56%, Engineering Services @ 219.73%. |
| 8.3333% Oct | WWTP Exp | 64.05% | Due to Overtime @ 239.80%, Misc Dues/Fees @ 152.38%, Supplies @ 138.82%, Chemicals @ 67.57%, Testing Services @ 75.69%, Maintenance Agreements @ 100%, Disposal Service @ 74.96%. |
| | Effluent Disposal | 55.72% | |

Percentage/Month

Golf Course

99.9996% Sep

Golf Course Income
Pro Shop & Snack Bar Exp

39.32%

Seasonal-Below Revenue Going into Summer-Memberships Renew Mostly August/September/October

64.75%

Note: April Revenue up \$16,139 this April to Last & YTD up \$17,501 this Year to Last

91.6663% Aug

Maint Exp

66.51%

Note: April Expenditures up \$22,913 this April to Last & YTD up \$132,989 this Year to Last

83.3330% Jul

66.6664% May

58.3331% Apr

49.9998% Mar

41.6665% Feb

33.3333% Jan

24.9999% Dec

16.6666% Nov

8.3333% Oct

22. Discussion, consideration and, if appropriate, approve Resolution # _____, appointing a Charter Review Committee.



AGENDA ITEM

City of Lago Vista

To: **Council Meeting:**

From:

Subject:

Request: **Legal Document:** **Legal Review:**

EXECUTIVE SUMMARY:

At the April 16 City Council Meeting, a copy of the agenda item is attached, Council provided direction to Staff to seek applicants for consideration of appointment to the Charter Review Committee.

As a result of this direction, the City's Application was modified to include Charter Review Committee. A news release was developed and was published on the City website asking for applicants. In addition, the community sign was utilized to help get the word out.

The applications were due to the City Secretary by close of business on Thursday, May 14. At this time, the City has received three applications and a statement of interest from former Charter Review Committee member Bob Bradley when asked if he would serve again. The following are those applicants that have expressed a desire to serve:

- Bradley, Robert "Bob"
- Helm, Hubbard
- Raley, Nicolette
- Townsend, Parsons

The City Charter Section 1.14 Charter Review outlines that the Charter Review Committee shall be a minimum of three (3) members and no more than six (6) members to serve for twelve (12) months.

Impact if Approved:

The Charter Review process will be initiated, the Committee appointed and a review of the City Charter, particularly as it pertains to determining when local elections are to be held, completed.

Impact if Denied:

The Charter Review process will not be initiated at this time.

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

Indicate Funding Source:

When the budget was developed for this fiscal year, the costs associated with legal services were budgeted too low. As Council is aware, this year we have spent funds on the two lawsuits brought against the City; the analysis of the strips and gores issue as well as gearing up to thoroughly examine the CAPMETRO sales tax contribution. Another Charter Review Committee will require some additional legal services.

Suggested Motion/Recommendation/Action

Motion to:

Approve Resolution

Motion to:

Motion to:

Known As:

Agenda Item Approved by City Manager



AGENDA ITEM
City of Lago Vista

To: Mayor and City Council

Council Meeting: April 16 2015

From: Melissa Byrne Vossmer, City Manager

Subject: Discussion Concerning the Process of Appointing a Charter Review Committee

Request: Other

Legal Document: Other

Legal Review:

EXECUTIVE SUMMARY:

This item is on the Council agenda to provide the opportunity for Council to discuss the process of appointing a Charter Review Committee to help examine options to transition the Council elections back to the schedule currently included in the City of Lago Vista Charter.

As Council is aware, the City election cycles are off the schedule outlined in the Charter. At the March 19th meeting, Staff was directed to meet with the all Council candidates and go over the election issues and results. A handout was developed and distributed along with a copy to the City Council and posted on the City's website. The City Manager and City Attorney met with the Council Candidates, with the exception of Jason Shoumaker, on March 24th and went over the materials, answered questions and supported the discussion.

In addition, on March 25th, the City Secretary contacted the Charter Review Committee appointed in 2014 to see if they would be interested in working to develop options. These members, Clara Hammonds, Bob Bradley and Mike Beal had initially presented their findings and recommendations to the City Council in June of 2014. As Staff looked at the original Resolution #13-1589, October 2, 2013, appointing them to serve, it was noted that their terms of appointment expired in October, 2014.

Staff did make contact with these past members of the Charter Review Committee. As of this writing, Bob Bradley has indicated a desire to serve again. Mike Beal has declined. Staff is waiting to hear from Clara Hammonds. In addition, it has been suggested that since the City Council is literally starting over to appoint a Charter Review Committee, perhaps there should be some consideration to increase the number of members. City Charter Section 11.14 Charter Review outlines that the Charter Review Committee shall be a minimum of three (3) members and no more than six (6) members to serve for a twelve (12) month term. A copy of the appropriate sections from the City of Lago Vista Charter is attached. Suggestions on how to consider residents for appointment range from advertising and taking applications to asking Council Candidates for recommendations.

Impact if Approved:

Staff will implement Council direction to move forward to position the City to appoint a Charter Review Committee.

Impact if Denied:

This will not move forward at this time.

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

Indicate Funding Source:

[Empty box for funding source]

Suggested Motion/Recommendation/Action

Motion to

Motion to

Motion to

Known as:

Discussion concerning the process of appointing a new Charter Review Committee.

Agenda Item Approved by City Manager

Section 11.13 Charter Amendment

Amendments to this Charter must be formulated and submitted to the voters of the City in the manner prescribed by the laws of the State of Texas.

Section 11.14 Charter Review

The Council shall appoint a Citizens Review Committee comprised of residents of the City to periodically review the Charter after its adoption and no later than every four (4) years thereafter. The Council shall appoint a minimum of three (3) members and no more than six (6) members to serve for a twelve (12) month term, and such term may be extended by the Council. The Committee shall inquire into the operations of the City government as related to the Charter and review said Charter to determine if revisions are necessary.

Public hearings may be held and the Committee shall have the power to compel the attendance of City officers or employees and may require the submission of the City records necessary to review.

The Charter Review Committee shall make a written report of its findings and recommendations to the Council of any proposed amendments.

CITY OF LAGO VISTA, TEXAS

RESOLUTION # _____

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS
APPOINTING MEMBERS TO THE CHARTER REVIEW COMMITTEE.**

WHEREAS, Section 11.14 of the City Charter requires a review of the Charter at least every four years by a citizens review committee appointed by the City Council.

WHEREAS, a Charter Review Committee was appointed in October of 2013 with members terms expiring October, 2014, and

WHEREAS, no final actions were made on all of the Charter Review Committee's recommendations, and

WHEREAS, it is the Council's desire to appoint a Charter Review Committee to conclude the review of the Charter, and

WHEREAS, it is the Council's desire to appoint at least one original member of the Charter Review Committee, and

WHEREAS, it is the Council's desire to appoint additional members to the Charter Review Committee in order to provide for additional input.

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

THAT, the City Council of the City of Lago Vista, Texas, does hereby appoint the following persons as members of the Charter Review Committee with terms expiring May, 2016.

Three Members Required: 1. _____
2. _____
3. _____

Additional Members (Six Maximum) 4. _____
5. _____
6. _____

AND, IT IS SO RESOLVED.

PASSED AND APPROVED this ____ day of _____, 2015.

Randy Kruger, Mayor

ATTEST:

Sandra Barton, City Secretary

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

DRAFT

**CITY OF LAGO VISTA
APPLICATION FOR BOARDS, COMMISSIONS, AND COMMITTEES**

ROBERT BRADLEY 4172 ROCKWOOD DR LV FL 33465
 Name Address City, State, Zip 78645

512-267-2461 512-431-0125
 Home phone: Cell phone: Business phone:

lbbs56@att.net
 Email address:

Education* BSBA

Employment* RETIRED

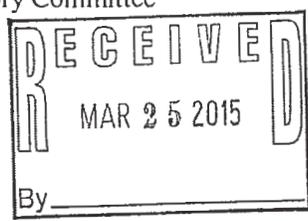
Areas of Interest* GOLF - HKA SCHOOL SPONSOR - GRAND KIDS -

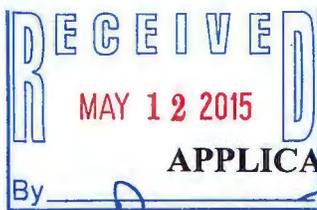
Experiences, characteristics, or other factors that would contribute to your ability to serve on the Board, Commission, or Committee.*
 RANGE IN BUSINESS ADMIN - SUPERVISOR POSITIONS FOR 25 YEARS LAGO VISTA CITY COUNCIL

Position(s) desired (Please indicate your choice in order of preference by placing a 1, 2, 3... in the blank beside the position you're interested in.)

- Board of Adjustments
- Airport Advisory Board
- Planning & Zoning Commission/ Impact Fee Committee
- Library Advisory Board
- Roads & Grounds Committee
- Parks and Recreation Advisory Committee
- Building Committee
- Golf Course Advisory Committee
- Keep Lago Vista Beautiful Board

*You may attach additional sheets if necessary.





CITY OF LAGO VISTA
APPLICATION FOR BOARDS, COMMISSIONS, AND COMMITTEES

By Parsons Townsend 21502 High Dr. Lago Vista, Tx 78645

Name Address City, State, Zip

(SR) 965-2401

Home phone: Cell phone: Business phone:

Email address: parsons.townsend@gmail.com

Education* Bachelor of Science in Finance - Tarleton State University, TX Certified Government Auditing Professional and Certified Internal Controls Auditor

Employment* Texas State Auditor's Office - specializing in audits of States, local governments and non-profit organizations.

Areas of Interest* Community Service, City Governance

Experiences, characteristics, or other factors that would contribute to your ability to serve on the Board, Commission, or Committee.*

I have 7 years of management experience while as a project manager and auditor with the Texas State Auditor's Office. My professional work has provided government leaders and citizens with independent, objective, and reliable information concerning the operations of institutions at higher education and State agencies. I have extensive experience with research in federal to state laws, codes and regulations; examining, analyzing and maintaining audit evidence and documentation with federal requirements and governmental auditing standards.

Position(s) desired (Please indicate your choice in order of preference by placing a 1, 2, 3... in the blank beside the position you're interested in.)

- Board of Adjustments
Airport Advisory Board
Planning & Zoning Commission/ Impact Fee Committee
Library Advisory Board
Roads & Grounds Committee
Parks and Recreation Advisory Committee
Building Committee
Golf Course Advisory Committee
Keep Lago Vista Beautiful Board
1 Charter Review Committee

*You may attach additional sheets if necessary.

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

23. Discussion, consideration, action, if any re: Consideration of an Ordinance of the City Council of the City of Lago Vista, Texas ordering and establishing procedures for a Special Election for November, 2015, in the City of Lago Vista to Elect Councilmembers for Places 1, 3 and 5 and Mayor; providing for Notice of Election, providing Election Precinct and Polling Places; providing for Early Voting; providing an effective date and open meetings clause; and providing for related matters.



AGENDA ITEM

City of Lago Vista

To: **Mayor & City Council** **Council Meeting:** **May 21, 2015**

From: **Sandra Barton, City Secretary**

Subject: **Consideration of an Ordinance of the City Council of the City of Lago Vista, Texas ordering and establishing procedures for a Special Election for November, 2015, in the City of Lago Vista to Elect Councilmembers for Places 1, 3 and 5 and Mayor; providing for Notice of Election, providing Election Precinct and Polling Places; providing for Early Voting; providing an effective date and open meetings clause; and providing for related matters.**

Request: **Business Item** **Legal Document:** **Ordinance** **Legal Review:**

EXECUTIVE SUMMARY:
This item was requested to be put on the agenda by Council Members, Ron Smith, D'Anne Gloris and Ed Tidwell.

Impact if Approved:

Council will have officially "called" the election and established the procedures by which the election will be conducted.

Impact if Denied:

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

ORDINANCE NO. _____

AN ORDINANCE ORDERING AND ESTABLISHING PROCEDURES FOR THE 2015 SPECIAL ELECTION IN THE CITY OF LAGO VISTA TO ELECT COUNCILMEMBERS FOR PLACE 1, PLACE 3, PLACE 5 AND MAYOR; PROVIDING FOR NOTICE OF THE ELECTION; PROVIDING ELECTION PRECINCT AND POLLING PLACES; PROVIDING FOR EARLY VOTING; PROVIDING AN EFFECTIVE DATE AND OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, on November 3, 2015 there shall be elected the following officials for this City: Mayor, Council Member, Place 1; Council Member, Place 3; and Council Member, Place 5;

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

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

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

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

SECTION 1. The Special Election of the City shall be held on Tuesday, November 3, 2015, to elect a Mayor, Council Members for Place 1, Place 3 and Place 5, to serve a term of two (2) years each. Candidates at the election for the above offices shall file their applications to become candidates with the City Secretary of the City, at City Hall, 5803 Thunderbird Drive, Lago Vista, Texas 78645, between Monday, July 27, 2015 and Monday, August 24, 2015 at 5:00 p.m. All applications for candidacy shall be on a form as prescribed by the *Tex. Elec. Code*. The order in which the names of the candidates for each office are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary.

SECTION 2. Notice of the election shall be given and the election shall be held in compliance with the provisions of the *Tex. Elec. Code* in all respects. The ballots for the election shall comply with the *Tex. Elec. Code* and be in the form provided by the City to the Travis County Election Officer for use on the voting devices and ballots used by Travis County.

SECTION 3. The Travis County Election Officer and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by contract with the City and the law governing the holding of elections by home rule cities of the State of Texas; and the official ballots, together with such other election materials as are required by the *Tex. Elec. Code*, shall be prepared in both the English and Spanish languages and shall contain such provisions, markings and language as is required by law.

SECTION 4. Early voting, both by personal appearance and by mail, will be conducted by the Travis County Election Officer, who is designated and appointed as the Early Voting Clerk, in accordance with the *Texas Election Code*. Early voting by personal appearance shall be conducted at places and locations authorized by state law and the Travis County Election Officer. Early voting shall commence on Monday, October 19, 2015, and continue through Friday, October 30, 2015. Early voting shall also be held at any time and location authorized by the Travis County Election Officer. Early voting by City residents may be conducted at any Travis County early voting location and any location exclusively designated by the Travis County Election Officer for City residents. The early voting clerk's official mailing address is:

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

SECTION 5. The election precincts for the election shall be the election precincts established by Travis County, provided that each shall contain and include geographic area that is within the City. The polling place for each such election precinct shall be the polling place established by Travis County for such election precincts in Travis County and voting by residents of the City. The polls shall remain open on the day of the election from 7:00 a.m. to 7:00 p.m. The returns for precincts in Travis County will be provided by precinct and the Travis County Election Officer shall tabulate and provide the election returns for the election.

SECTION 6. The City Secretary, or designee, is instructed to aide the Travis County Election Officer in the acquisition and furnishing of all election supplies and materials necessary to conduct the election as provided by the Election Agreement. The City Secretary is further authorized to give or cause to be given notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the *Tex. Elec. Code* and *City Charter*; provided that, pursuant to the Election Agreement between Travis County and the City, the Travis County Election Officer shall have the duty and be responsible for organizing and conducting the election in compliance with the *Tex. Elec. Code*; and for providing all services specified to be provided in the Election Agreement. The Travis County Election Officer shall give the notices required by the *Tex. Elec. Code* to be given for the election not required to be given by the City under the Election Agreement.

SECTION 7. The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by Travis County and its appointees in compliance with the requirements of state law, and such judges and clerks so selected by Travis County and its appointees are hereby designated and appointed by the city council as the election officers, judges and clerks, respectively, for the holding of said special election. The presiding judges,

alternate presiding judges and clerks shall perform the functions and duties of their respective positions that are provided by state law. The city council will further confirm and appoint the election judges and alternate election judges that are appointed by Travis County for the election.

SECTION 8. Notice of the election shall be given by posting a notice containing a substantial copy of this Ordinance on the bulletin board used for posting notice of meetings of the governing body at the City Hall and at the aforesaid election day polling places not later than the twenty-first (21st) day before the election, and by publishing said Notice of Election at least one time, not earlier than thirty (30) days nor later than ten (10) days prior to said election, in a newspaper of general circulation in the City. The notice that is posted, and the notice that is published in a newspaper of general circulation within the city, will be written in both English and Spanish.

SECTION 9. The Mayor is authorized and directed to post an election order for this election that complies with the Texas Election Code by August 24, 2015.

SECTION 10. The election shall be held and conducted by the Travis County Election Officer in compliance with state law and the Election Agreement. And, this Ordinance shall be in force and effect from and after its passage on the date shown below.

SECTION 11. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, *Chapter 551, Texas Government Code*.

AND, IT IS SO RESOLVED.

PASSED AND APPROVED this 21st day of May, 2015.

LAGO VISTA, TEXAS

Mayor Randy Kruger

ATTEST:

Sandra Barton, City Secretary

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

ORDENANZA No _____

UN PEDIDO Y ORDENANZA QUE ESTABLECE LOS PROCEDIMIENTOS PARA LA ELECCIÓN 2015 ESPECIAL EN LA CIUDAD DE CONCEJALES LAGO VISTA PARA ELEGIR POR LUGAR 1, LUGAR 3, LUGAR 5 Y ALCALDE; PRESTACIÓN DE NOTIFICACIÓN DE LA ELECCIÓN; PRESTACIÓN DE ELECCIÓN DEL RECINTO Y LUGARES DE VOTACIÓN; PRESTACIÓN POR VOTAR TEMPRANO; PROPORCIONAR UNA FECHA DE VIGENCIA Y REUNIONES ABIERTAS CLÁUSULA; Y MODO DE ASUNTOS RELACIONADOS.

CONSIDERANDO QUE, el 3 de noviembre de 2015 serán elegidos los siguientes funcionarios para esta Ciudad: Alcalde, Concejal, Puesto 1; Concejal, Puesto 3; y Concejal, Puesto 5;

CONSIDERANDO QUE, el *Código Electoral de Texas* es aplicable a dicha elección y esta ordenanza establece los procedimientos en concordancia con el Código, y designa el lugar de votación para la elección;

CONSIDERANDO QUE, los votantes de la Ciudad serán atendidos de forma adecuada y convenientemente por los lugares de votación adelantada especificados en esta resolución, las cuales se encuentran afuera del límite de la Ciudad, y tales lugares de votación facilitarán la conducta ordenada de la elección;

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

AHORA, POR LO TANTO, SER ELLO ORDENADO Y PEDIDO POR EL CONSEJO MUNICIPAL DE LA CIUDAD DE LAGO VISTA, TEXAS:

SECCIÓN 1. La Elección Especial de la Ciudad se llevará a cabo el sábado, el 3 de noviembre de 2015, para elegir, y los miembros del Alcalde, Consejo para el Puesto 1, el Puesto 3 y el Puesto 5 para servir un mandato de dos (2) años cada uno. Los candidatos de la elección de los cargos mencionados deberán presentar sus solicitudes para ser candidatos con el Secretario Municipal de la Ciudad, en el Ayuntamiento, 5803 Thunderbird Drive, Lago Vista, Texas 78645, entre lunes el 27 de julio de 2015 y las 5:00 pm el lunes el 24 de agosto de 2015. Todas las solicitudes para candidatura estarán en una forma prescrita por el Código Electoral de Texas. El orden en que los nombres de los candidatos por cada puesto se imprimirán en la balota se determinará por un sorteo realizado por el secretario municipal.

SECCIÓN 2. El anuncio de la elección se dará y la elección se efectuará en conformidad con las disposiciones del *Código Electoral de Texas* en todos los aspectos. Las boletas para la elección se cumplirán con el *Código Electoral de Texas* y estar en la forma que proporciona la Ciudad para el Oficial de Elecciones del Condado de Travis para su uso en los dispositivos de votación y las balotas utilizadas por el Condado de Travis.

SECCIÓN 3. El Oficial de Elecciones del Condado de Travis, sus empleados, sus personas nombradas, y los jueces electorales, los jueces suplentes y los oficinistas debidamente designados para la elección, llevarán a cabo la elección en la forma prevista por el contrato con la Ciudad y la ley que rige la celebración de las elecciones de la autonomía municipal de las ciudades del Estado de Texas, y las boletas oficiales, junto con esos otros materiales electorales que se requieran por el Código Electoral de Texas, se prepararán en los idiomas del inglés y español y contendrán dichas disposiciones, marcas y lenguaje como es requerido por la ley.

SECCIÓN 4. La votación anticipada, tanto por la apariencia personal y por correo, se llevará a cabo por el Oficial de Elecciones del Condado de Travis, quien es designado y nombrado Secretario de votación anticipada, de acuerdo con el *Código Electoral de Texas*. La votación adelantada en persona se realizará en lugares y locales autorizados por la ley estatal y el Oficial de Elecciones del Condado de Travis. La votación adelantada comenzará lunes, el 19 de octubre de 2015, y continuará hasta viernes, el 30 de octubre de 2015. La votación anticipada también se llevará a cabo en cualquier hora y lugar autorizado por el Oficial de Elecciones del Condado de Travis. La votación anticipada por los residentes de la ciudad se puede realizar en cualquier lugar del Condado de Travis de votación anticipada y cualquier otro sitio designado exclusivamente por el Oficial de Elecciones del Condado de Travis para los residentes de la ciudad. La dirección siguiente es el correo oficial del secretario de votación anticipada:

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

SECCIÓN 5. Los distritos electorales para la elección serán los distritos electorales establecidos por el Condado de Travis, a condición de que cada uno deba contener e incluir un área geográfica que está dentro de la ciudad. El lugar de votación de cada zona electora deberá ser el lugar de votación establecido por el Condado de Travis para tales distritos electorales en el Condado de Travis y la votación de los residentes de la Ciudad. Las urnas se mantendrán abiertas en el día de la elección de las 7:00 am a las 7:00 pm. Los resultados de los distritos en el Condado de Travis serán proporcionados por el distrito electoral, y el Oficial de Elecciones del Condado de Travis tabulará y proporcionará los resultados para la elección.

SECCIÓN 6. El Secretario de la Ciudad, o su designado, se le ordena ayudar al Oficial de Elecciones del Condado de Travis en la adquisición y la facilitación de todos los suministros y otros materiales electorales necesarios para realizar las elecciones según el Acuerdo Electoral. El Secretario de la Ciudad también está autorizado a dar los avisos requeridos para la elección, y para tomar otras medidas adicionales como requeridas para realizar la elección

conforme al *Código Electoral de Texas* y el Estatuto de la Ciudad, siempre que, en conformidad con el Acuerdo Electoral entre el Condado de Travis y la Ciudad, Oficial de Elecciones del Condado de Travis tendrá el deber y la responsabilidad de organizar y llevar a cabo las elecciones en el cumplimiento del *Código Electoral de Texas*, y de proporcionar todos los servicios especificados en el Acuerdo Electoral. El Oficial de Elecciones del Condado de Travis dará los avisos requeridos por el *Código Electoral de Texas* que deben ser anunciados para la elección aunque no son requeridos por la Ciudad según el Acuerdo Electoral.

SECCIÓN 7. Los jueces presidentes, los suplentes jueces presidentes y los secretarios para la elección serán seleccionados y nombrados por el Condado de Travis y sus funcionarios según los requisitos de la ley estatal, y esos jueces y secretarios, elegidos por el Condado de Travis y sus funcionarios por la presente son designados y nombrados por el concejo municipal como los funcionarios electorales, los jueces y los secretarios, respectivamente, para la celebración de dichas elecciones especial. Los jueces presidentes, los suplentes jueces presidentes y los secretarios efectuarán las funciones y los deberes de sus posiciones respectivas que son proporcionadas por la ley estatal. El concejo municipal confirmará y nombrará a los jueces electorales y los suplentes jueces electorales que son designados por el Condado de Travis para la elección.

SECCIÓN 8. El anuncio de la elección se dará por la publicación de un aviso que contenga la copia sustancial de esta Ordenanza en el tablón de anuncios que se utiliza para publicar información de las reuniones del consejo de administración en el Ayuntamiento y en los mencionados lugares para votación no más tarde del vigésimo primero (21) día antes de la elección, y por la publicación de dicho anuncio de las elecciones por lo menos una vez, no antes de treinta (30) días ni más tarde de diez (10) días antes de dicha elección, en un periódico de circulación general en la ciudad. El aviso que se publique, y el anuncio que se publique en un periódico de circulación general dentro de la ciudad, ambos deberán ser escritos en inglés y español.

SECCIÓN 9. El alcalde está autorizado y ordenado a publicar una orden de elección para esta elección que conforma al *Código Electoral de Texas* para el 24 de agosto de 2015.

SECCIÓN 10. La elección será realizada por el Oficial de Elecciones del Condado de Travis en el cumplimiento de la ley estatal y el Acuerdo Electoral. Y, esta Ordenanza estará en vigencia a partir y después de su aprobación en la fecha indicada más abajo.

SECCIÓN 11. Se resuelve oficialmente que esta reunión fue abierta al público, y el aviso público de la hora, el lugar y el propósito de dicha reunión se dio, todo como requiere la Ley de Reuniones Abiertas, Capítulo 551, *Código del gobierno de Texas*.

Y, ASÍ LO RESUELVA.

PASADO Y APROBADO en esta 21 de mayo de 2015.

LAGO VISTA, TEXAS

Alcalde Randy Kruger

DOY FE:

Sandra Barton, Secretaria de la Ciudad

En una moción presentada por el Concejal _____, secundada por el
Concejal _____, el documento que antecede fue aprobado y homologado.

WORK SESSION (no action may be taken on the following agenda items):

24. Discussion concerning the sale of beer, wine, food and snacks at the Highland Lakes Golf Course and Alex's Bistro.



AGENDA ITEM

City of Lago Vista

To: Mayor & City Council Council Meeting: May 21, 2015

From: Melissa Byrne Vossmer, City Manager

Subject: Discussion concerning the sale of beer, wine, food and snacks at the Highland Lakes Golf Course and Alex's Bistro

Request: Other Legal Document: Other Legal Review:

EXECUTIVE SUMMARY:

On Wednesday, May 11, Mr. Jim Otwell contacted me concerning his desire to re-open Alex's Bistro under the condition the City would be willing to enter into a non-compete clause in the sale of beer, wine, food and snacks. Attached are the emails exchanged.

This item is on the agenda to provide the opportunity for Council to discuss. For information purposes, attached is a breakdown of revenue from the sale of beer, wine, food and snacks.

Mr. Otwell plans on attending the meeting.

Impact if Approved:

Discussion only

Impact if Denied:

Discussion only

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

Indicate Funding Source:

Suggested Motion/Recommendation/Action

Motion to:

Approve Resolution

Motion to:

Motion to:

Known As:

Discussion only

Agenda Item Approved by City Manager

HIGHLAND LAKES GOLF COURSE REVENUE
BEER / WINE, FOOD AND SNACKS

| <u>Product</u> | <u>5/1/12 – 4/30/13</u> | <u>5/1/13 – 4/30/14</u> | <u>5/1/14 – 4/30/15</u> |
|----------------|-------------------------|-------------------------|-------------------------|
| Beer / Wine | \$38,305 | \$36,907 | \$25,205 |
| Snacks | \$ 5,538 | \$ 6,382 | \$ 4,768 |
| Food* | <u>\$ 2,006</u> | <u>\$ 1,253</u> | <u>\$ 505</u> |
| Total | <u>\$45,849</u> | <u>\$44,542</u> | <u>\$30,478</u> |

*Food includes hot dogs, microwaveable sandwiches / wraps

WORK SESSION (no action may be taken on the following agenda items):

25. Departmental Reports

- A. Airport
- B. Municipal Court
- C. Utility Department
- D. Street Department
- E. Development Services
- F. Police Department
- G. Library
- H. Golf Course
- I. Finance

P.I.

May 10, 2015

The Airport Report
To: The City Manager
of Lago Vista, Texas.
Melissa Byrne Vossmer

P.2.

The grass has been cut and the flood lights have been fixed along the aircraft parking area. The fueling area & taxiways are all clear.

The runway and run-up areas are clear. The runway lights and marker lights are good. The beacon & wind-sock lights are good.

The airport overall looks good. We still need more aircraft parking spaces and a larger fueling area. We still need a waiting room, planning and rest room area.

The PAPI lights are O.K.
The A.W.O.S. is working fine.

Have a good day.

Horace J. Miller
Airport Manager

LAGO VISTA MUNICIPAL COURT MONTHLY REPORT - FY 2014/2015

| | Oct | Nov | Dec | Jan | **Feb | **Mar |
|---|-------------|-------------|--------------|-------------|--------------|--------------|
| VIOLATIONS | 101 | 63 | 95 | 92 | 65 | 109 |
| GROSS REVENUE | \$ 9,189.92 | \$ 8,239.33 | \$ 10,372.90 | \$ 9,268.40 | \$ 14,322.50 | \$ 14,346.77 |
| PORTION OF REVENUE FROM WARRANTS | \$ 1,119.50 | \$ 1,508.85 | \$ 3,494.50 | \$ 2,466.00 | \$ 4,267.50 | \$ 6,911.25 |
| LESS TO STATE | \$ 4,044.10 | \$ 4,070.15 | \$ 4,288.99 | \$ 4,382.32 | \$ 5,568.49 | \$ 5,323.20 |
| REVENUE TO CITY | \$ 5,145.82 | \$ 4,169.18 | \$ 6,083.91 | \$ 4,886.08 | \$ 8,754.01 | \$ 9,023.57 |
| COMMUNITY SERVICE HOURS SERVED | 64.25 | 16 | 16 | 31 | 38 | 0 |
| BUILDING SECURITY FUND | \$ 146.87 | \$ 158.77 | \$ 161.19 | \$ 152.26 | \$ 204.93 | \$ 195.55 |

** WARRANT ROUND-UP

| | Apr | May | Jun | Jul | Aug | Sep |
|---|-------------|-----|-----|-----|-----|-----|
| VIOLATIONS | 75 | | | | | |
| GROSS REVENUE | \$ 9,163.14 | | | | | |
| PORTION OF REVENUE FROM WARRANTS | \$ 3,266.00 | | | | | |
| LESS TO STATE | \$ 3,766.83 | | | | | |
| REVENUE TO CITY | \$ 5,396.31 | | | | | |
| COMMUNITY SERVICE HOURS SERVED | 27.5 | | | | | |
| BUILDING SECURITY FUND | \$ 138.85 | | | | | |

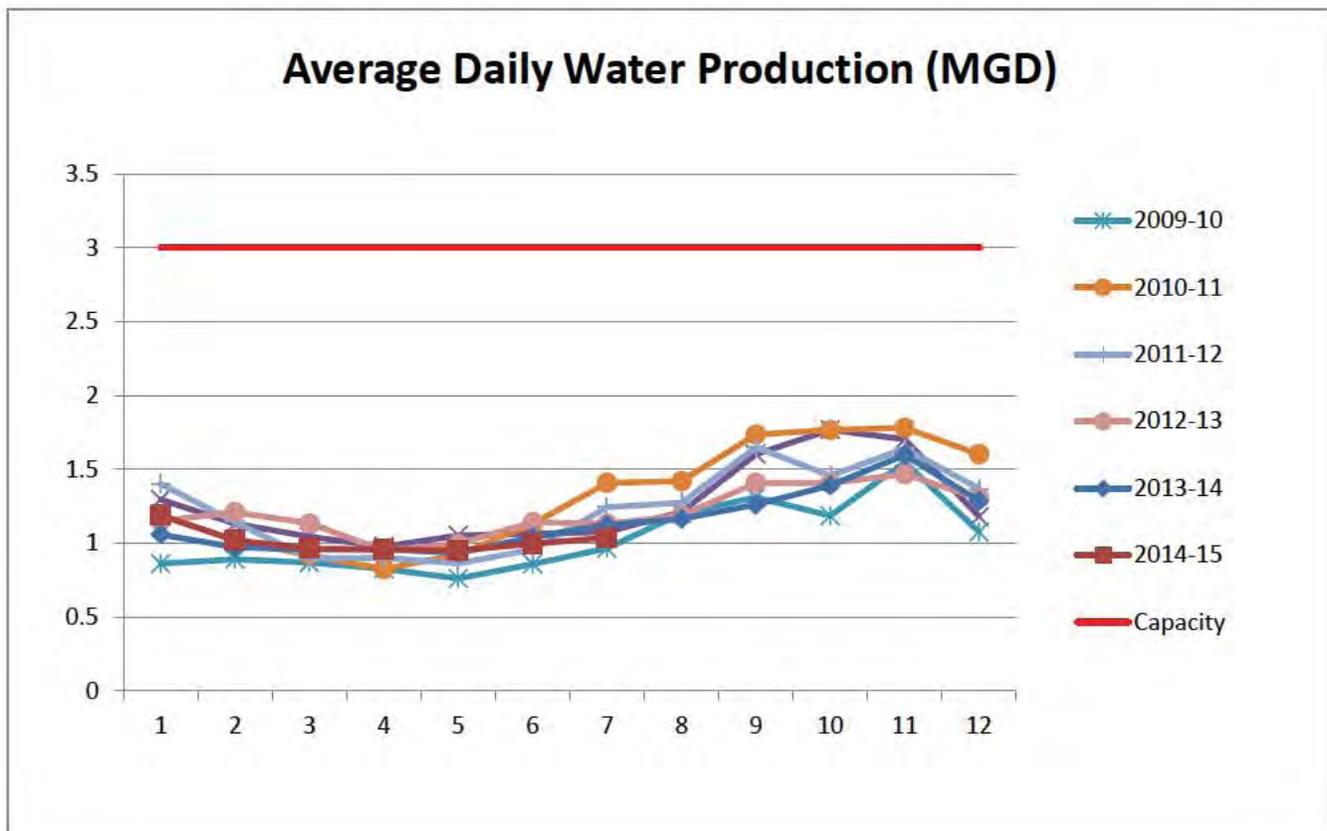
| | Year-to-Date | Previous Year |
|---|--------------|---------------|
| VIOLATIONS | 600 | 665 |
| GROSS REVENUE | \$ 74,902.96 | \$ 85,493.37 |
| PORTION OF REVENUE FROM WARRANTS | \$ 23,033.60 | \$ 21,263.39 |
| LESS TO STATE | \$ 31,444.08 | \$ 33,900.76 |
| REVENUE TO CITY | \$ 43,458.88 | \$ 51,592.61 |
| COMMUNITY SERVICE SERVED | 192.75 | 147.75 |
| BUILDING SECURITY FUND | \$ 1,158.42 | \$ 1,284.64 |

Utility Monthly Report 2014/15

| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Totals |
|--|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|---------------|
| Number of Water Taps | 0 | 8 | 3 | 0 | 5 | 0 | 3 | | | | | | 19 |
| Linear Feet of Water Extensions (including taps) | 0 | 0 | 0 | 0 | 0 | 0 | 1,650 | | | | | | 1,650 |
| Number of Sewer Taps | 1 | 6 | 4 | 0 | 4 | 0 | 3 | | | | | | 18 |
| Linear Feet of Sewer Extensions (including taps) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | 0 |
| Meter Change Outs | 1 | 4 | 2 | 5 | 7 | 3 | 3 | | | | | | 25 |
| Register Change Outs | 54 | 53 | 74 | 108 | 59 | 88 | 48 | | | | | | 484 |
| Turn Ons/Offs | 22 | 23 | 22 | 21 | 22 | 21 | 27 | | | | | | 158 |
| Disconnects for Nonpayment | 17 | 25 | 21 | 28 | 29 | 27 | 14 | | | | | | 161 |
| Meter Reads Only | 16 | 19 | 25 | 15 | 22 | 27 | 15 | | | | | | 139 |
| Re-Reads | 42 | 44 | 41 | 59 | 56 | 36 | 50 | | | | | | 328 |
| Consumption Reports | 29 | 0 | 0 | 5 | 3 | 8 | 4 | | | | | | 49 |
| 3 Day Temporary Connects | 0 | 0 | 0 | 1 | 1 | 0 | 0 | | | | | | 2 |
| Check for Leaks | 0 | 0 | 0 | 2 | 5 | 2 | 1 | | | | | | 10 |
| Reinstates | 13 | 20 | 19 | 26 | 27 | 21 | 10 | | | | | | 136 |
| Number of Water Leaks (including blue poly) | 2 | 2 | 6 | 7 | 5 | 4 | 3 | | | | | | 29 |
| Number of Blue Poly Leaks | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | 0 |
| Sewer Line Breaks | 2 | 3 | 0 | 3 | 1 | 0 | 1 | | | | | | 10 |
| Sewer Stoppages | 0 | 1 | 2 | 1 | 0 | 2 | 1 | | | | | | 7 |
| Linear Feet of Sewer Rodding | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | 0 |
| Linear Feet of Camara Work | 0 | 0 | 0 | 0 | 0 | 150 | 100 | | | | | | 250 |
| CIP Water Extensions (linear feet) | 0 | 3700 | 0 | 0 | | 0 | 1500 | | | | | | 5,200 |
| CIP Sewer Extensstions (linear feet) | 2,000 | 1800 | 3500 | 3300 | 1500 | 500 | 1000 | | | | | | 13,600 |
| CIP Meter Replacements | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | 0 |
| CIP Fire Hydrant Replacements | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | 0 |
| Jonestown Pump & Haul Loads | 72 | 60 | 76 | 55 | 46 | 45 | 39 | | | | | | 393 |

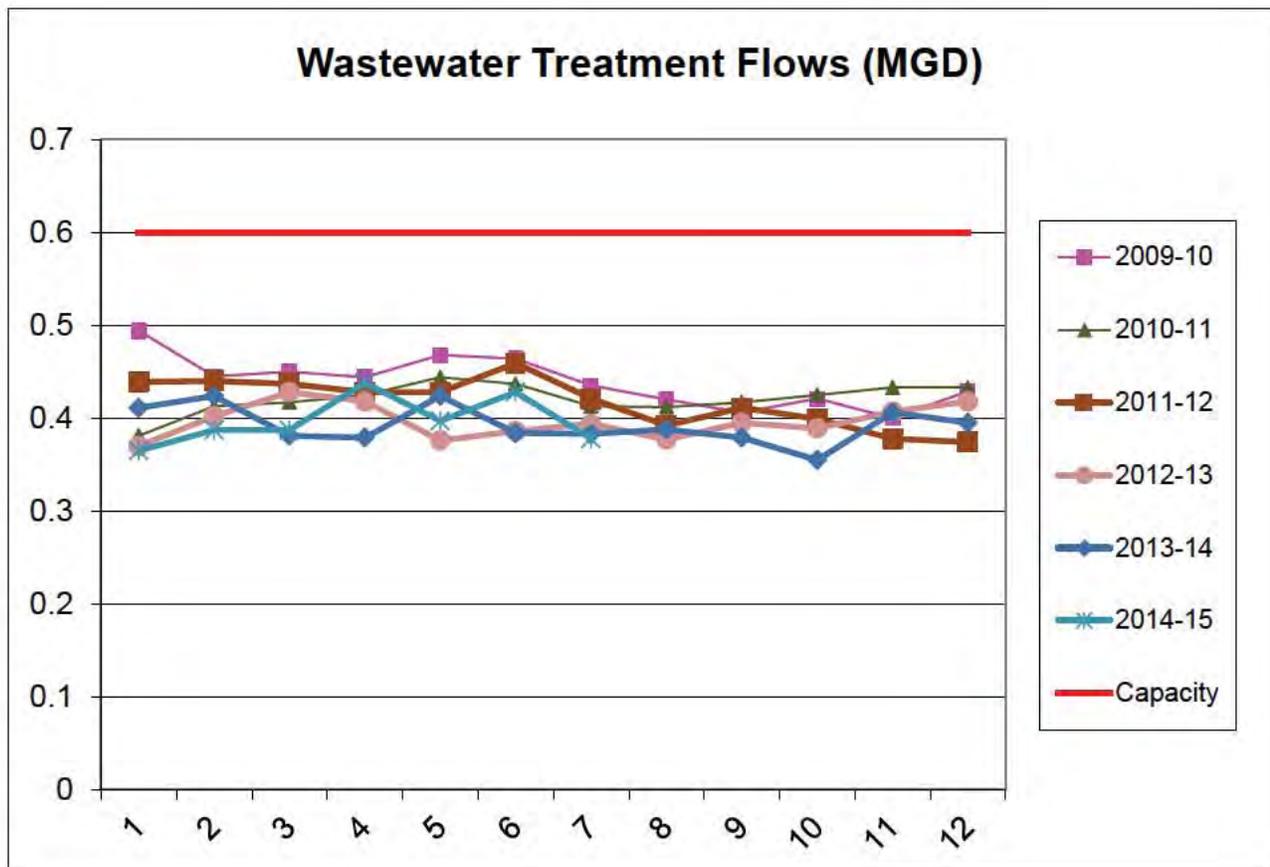
**Average Daily Water Production (MGD)
Water Plants 1 & 2 Combined**

| | 2009-10 | 2010-11 | 2011-12 | 2012-13 | 2013-14 | 2014-15 | Capacity |
|----------------------|---------|---------|---------|---------|---------|---------|----------|
| Oct | 0.862 | 1.193 | 1.401 | 1.151 | 1.059 | 1.189 | 3.0000 |
| Nov | 0.891 | 1.017 | 1.143 | 1.210 | 0.972 | 1.019 | 3.0000 |
| Dec | 0.869 | 0.919 | 0.897 | 1.134 | 0.957 | 0.964 | 3.0000 |
| Jan | 0.826 | 0.825 | 0.901 | 0.952 | 0.960 | 0.957 | 3.0000 |
| Feb | 0.761 | 0.923 | 0.863 | 0.996 | 0.934 | 0.951 | 3.0000 |
| Mar | 0.859 | 1.131 | 0.957 | 1.142 | 1.041 | 0.997 | 3.0000 |
| Apr | 0.966 | 1.409 | 1.245 | 1.131 | 1.123 | 1.037 | 3.0000 |
| May | 1.201 | 1.420 | 1.275 | 1.188 | 1.165 | | 3.0000 |
| Jun | 1.310 | 1.736 | 1.649 | 1.409 | 1.261 | | 3.0000 |
| Jul | 1.185 | 1.767 | 1.458 | 1.407 | 1.391 | | 3.0000 |
| Aug | 1.548 | 1.781 | 1.640 | 1.467 | 1.598 | | 3.0000 |
| Sep | 1.075 | 1.603 | 1.369 | 1.303 | 1.286 | | 3.0000 |
| Totals | 12.353 | 15.724 | 14.798 | 14.490 | 13.747 | 7.114 | 36.000 |
| Daily Average | 1.029 | 1.310 | 1.233 | 1.208 | 1.146 | 1.016 | 3.000 |



**Average Daily Wastewater Treatment Flow
(MGD)**

| | 2009-10 | 2010-11 | 2011-12 | 2012-13 | 2013-14 | 2014-15 | Capacity |
|----------------------|---------|---------|---------|---------|---------|---------|----------|
| Oct | 0.494 | 0.381 | 0.439 | 0.370 | 0.411 | 0.365 | 0.6000 |
| Nov | 0.445 | 0.413 | 0.440 | 0.402 | 0.424 | 0.387 | 0.6000 |
| Dec | 0.450 | 0.417 | 0.437 | 0.428 | 0.381 | 0.387 | 0.6000 |
| Jan | 0.444 | 0.425 | 0.428 | 0.418 | 0.379 | 0.438 | 0.6000 |
| Feb | 0.468 | 0.444 | 0.428 | 0.376 | 0.424 | 0.397 | 0.6000 |
| Mar | 0.464 | 0.437 | 0.459 | 0.386 | 0.384 | 0.428 | 0.6000 |
| Apr | 0.435 | 0.413 | 0.421 | 0.394 | 0.383 | 0.378 | 0.6000 |
| May | 0.420 | 0.412 | 0.392 | 0.377 | 0.388 | | 0.6000 |
| Jun | 0.406 | 0.417 | 0.411 | 0.395 | 0.379 | | 0.6000 |
| Jul | 0.421 | 0.425 | 0.399 | 0.389 | 0.355 | | 0.6000 |
| Aug | 0.400 | 0.433 | 0.378 | 0.407 | 0.406 | | 0.6000 |
| Sep | 0.429 | 0.433 | 0.374 | 0.418 | 0.395 | | 0.6000 |
| Totals | 5.276 | 5.050 | 5.006 | 4.760 | 4.709 | 2.780 | 7.200 |
| Daily Average | 0.440 | 0.421 | 0.417 | 0.397 | 0.392 | 0.397 | 0.600 |



| Utility Department Monthly Report Previous Year Comparison | Thru Apr 30st 2014 | Thru Apr 30st 2015 | Increase (Decrease) |
|---|-----------------------------------|-----------------------------------|--------------------------------|
| | | | |
| Number of Water Taps | 11 | 19 | 8 |
| Linear Feet of Water Extensions (including taps) | 453 | 1,650 | 1,197 |
| Number of Sewer Taps | 17 | 18 | 1 |
| Linear Feet of Sewer Extensions (including taps) | 850 | 0 | (850) |
| Meter Change Outs | 20 | 25 | 5 |
| Register Change Outs | 389 | 484 | 95 |
| Turn Ons/Offs | 180 | 158 | (22) |
| Disconnects for Nonpayment | 148 | 161 | 13 |
| Meter Reads Only | 143 | 139 | (4) |
| Re-Reads | 536 | 328 | (208) |
| Consumption Reports | 107 | 49 | (58) |
| 3 Day Temporary Connects | 5 | 2 | (3) |
| Check for Leaks | 14 | 10 | (4) |
| Reinstates | 119 | 136 | 17 |
| Number of Water Leaks (including blue poly) | 30 | 29 | (1) |
| Number of Blue Poly Leaks | 1 | 0 | (1) |
| Sewer Line Breaks | 7 | 10 | 3 |
| Sewer Stoppages | 4 | 7 | 3 |
| Linear Feet of Sewer Rodding | 0 | 0 | 0 |
| Linear Feet of Camera Work | 0 | 250 | 250 |
| CIP Water Extensions (linear feet) | 4,720 | 5,200 | 480 |
| CIP Sewer Extensions (linear feet) | 1,980 | 13,600 | 11,620 |
| CIP Meter Replacements | 0 | 0 | 0 |
| CIP Fire Hydrant Replacements | 0 | 0 | 0 |
| Jonestown Pump & Haul Loads | 462 | 393 | (69) |
| | | | |

City Of Lago Vista
City Council Water & Wastewater Report
April 2015



| Combined Water Production | Month Summary |
|-------------------------------|---------------|
| Raw Water Total | 32.263 MG |
| Production Total | 31.125 MG |
| Efficiency | 96% |
| Highest Daily Production | 1.244 MGD |
| Average Daily Production | 1.037 MGD |
| Lowest Daily Production | 0.870 MGD |
| Water Plant 1 | Month Summary |
| Raw Water Total | 23.601 MG |
| Production Total | 23.303 MG |
| Efficiency | 99% |
| Highest Daily Production | 0.980 MGD |
| Average Daily Production | 0.777 MGD |
| Lowest Daily Production | 0.677 MGD |
| Water Plant 2 | Month Summary |
| Raw Water Total | 8.662 MG |
| Production Total | 7.822 MG |
| Efficiency | 90% |
| Highest Daily Production | 0.346 MGD |
| Average Daily Production | 0.261 MGD |
| Lowest Daily Production | 0.174 MGD |
| Water Plant 3 | Month Summary |
| Raw Water Total | |
| Production Total | |
| Efficiency | |
| Highest Daily Production | |
| Average Daily Production | |
| Lowest Daily Production | |
| Waste Water Treatment Plant | Month Summary |
| Treated Total | 11.352 MG |
| Highest Daily Treated | 0.476 MGD |
| Average Daily Treated | 0.378 MGD |
| Lowest Daily Treated | 0.283 MGD |
| Effluent Disposal | Month Summary |
| Total Permit Disposal | 16.961 MG |
| Lago Vista Golf Course Permit | 6.331 MG |
| Cedar Breaks Permit | 10.630 MG |
| Bar-K Golf Course Permit | 0.000 MG |
| | |
| Lake Water To Pond 17 | 0.000 MG |
| Lago Vista Golf Course Usage | 6.331 MG |

City Of Lago Vista
City Council Water & Wastewater Report
April 2015

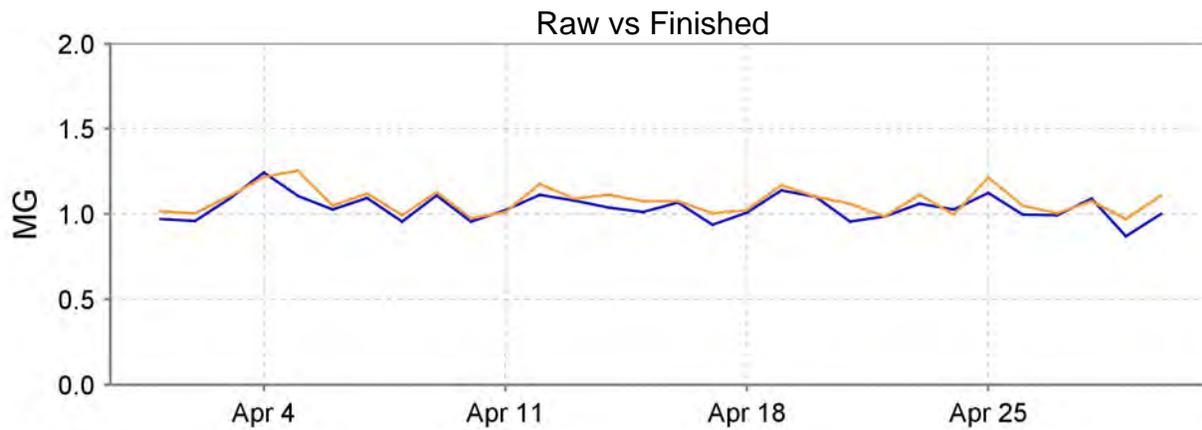


| Combined Water Production | 12 Month Summary |
|------------------------------------|-------------------------|
| Raw Water Total | 458.205 MG |
| Production Total | 420.834 MG |
| Efficiency | 92% |
| Highest Daily Production | 2.106 MGD |
| Average Daily Production | 1.153 MGD |
| Lowest Daily Production | 0.792 MGD |
| Water Plant 1 | 12 Month Summary |
| Raw Water Total | 327.460 MG |
| Production Total | 309.486 MG |
| Efficiency | 95% |
| Highest Daily Production | 1.731 MGD |
| Average Daily Production | 0.848 MGD |
| Lowest Daily Production | 0.596 MGD |
| Water Plant 2 | 12 Month Summary |
| Raw Water Total | 130.745 MG |
| Production Total | 111.348 MG |
| Efficiency | 85% |
| Highest Daily Production | 0.554 MGD |
| Average Daily Production | 0.305 MGD |
| Lowest Daily Production | 0.096 MGD |
| Water Plant 3 | 12 Month Summary |
| Raw Water Total | |
| Production Total | |
| Efficiency | |
| Highest Daily Production | |
| Average Daily Production | |
| Lowest Daily Production | |
| Waste Water Treatment Plant | 12 Month Summary |
| Treated Total | 143.074 MG |
| Highest Daily Treated | 0.740 MGD |
| Average Daily Treated | 0.392 MGD |
| Lowest Daily Treated | 0.283 MGD |
| Effluent Disposal | 12 Month Summary |
| Total Permit Disposal | 169.385 MG |
| Lago Vista Golf Course Permit | 74.419 MG |
| Cedar Breaks Permit | 10.630 MG |
| Bar-K Golf Course Permit | 0.000 MG |
| | |
| Lake Water To Pond 17 | 5.006 MG |
| Lago Vista Golf Course Usage | 79.424 MG |

April 2015

Combined Water Production

Month Details

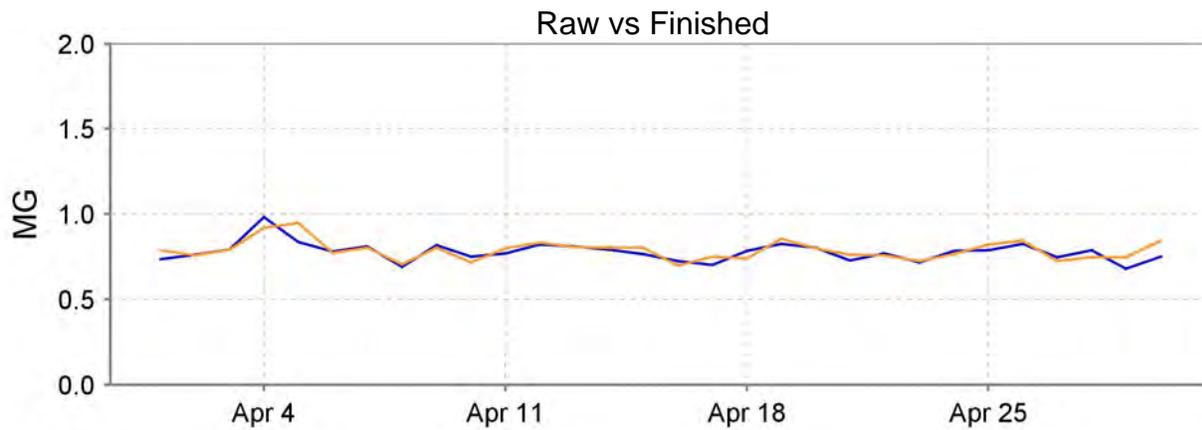


| Date | WP1 Raw | WP2 Raw | Combined Raw | WP1 Finished | WP2 Finished | Combined Finished |
|------------|---------|---------|--------------|--------------|--------------|-------------------|
| 04/01/15 | 0.786 | 0.228 | 1.014 | 0.736 | 0.236 | 0.972 |
| 04/02/15 | 0.756 | 0.250 | 1.006 | 0.760 | 0.199 | 0.959 |
| 04/03/15 | 0.792 | 0.314 | 1.106 | 0.791 | 0.300 | 1.091 |
| 04/04/15 | 0.918 | 0.301 | 1.219 | 0.980 | 0.264 | 1.244 |
| 04/05/15 | 0.948 | 0.307 | 1.255 | 0.835 | 0.269 | 1.104 |
| 04/06/15 | 0.773 | 0.277 | 1.050 | 0.780 | 0.246 | 1.026 |
| 04/07/15 | 0.802 | 0.316 | 1.118 | 0.810 | 0.282 | 1.092 |
| 04/08/15 | 0.706 | 0.287 | 0.993 | 0.690 | 0.264 | 0.954 |
| 04/09/15 | 0.801 | 0.328 | 1.129 | 0.818 | 0.292 | 1.110 |
| 04/10/15 | 0.718 | 0.256 | 0.974 | 0.748 | 0.207 | 0.955 |
| 04/11/15 | 0.799 | 0.214 | 1.013 | 0.770 | 0.254 | 1.024 |
| 04/12/15 | 0.832 | 0.343 | 1.175 | 0.821 | 0.292 | 1.113 |
| 04/13/15 | 0.807 | 0.282 | 1.089 | 0.809 | 0.268 | 1.077 |
| 04/14/15 | 0.801 | 0.311 | 1.112 | 0.790 | 0.246 | 1.036 |
| 04/15/15 | 0.801 | 0.275 | 1.076 | 0.765 | 0.247 | 1.012 |
| 04/16/15 | 0.699 | 0.374 | 1.073 | 0.722 | 0.345 | 1.067 |
| 04/17/15 | 0.749 | 0.254 | 1.003 | 0.701 | 0.236 | 0.937 |
| 04/18/15 | 0.737 | 0.284 | 1.021 | 0.784 | 0.222 | 1.006 |
| 04/19/15 | 0.853 | 0.316 | 1.169 | 0.824 | 0.313 | 1.137 |
| 04/20/15 | 0.800 | 0.301 | 1.101 | 0.803 | 0.300 | 1.103 |
| 04/21/15 | 0.762 | 0.298 | 1.060 | 0.726 | 0.231 | 0.957 |
| 04/22/15 | 0.756 | 0.231 | 0.987 | 0.768 | 0.218 | 0.986 |
| 04/23/15 | 0.722 | 0.391 | 1.113 | 0.716 | 0.346 | 1.062 |
| 04/24/15 | 0.764 | 0.231 | 0.995 | 0.784 | 0.242 | 1.026 |
| 04/25/15 | 0.822 | 0.391 | 1.213 | 0.788 | 0.335 | 1.123 |
| 04/26/15 | 0.842 | 0.205 | 1.047 | 0.824 | 0.174 | 0.998 |
| 04/27/15 | 0.722 | 0.281 | 1.003 | 0.744 | 0.249 | 0.993 |
| 04/28/15 | 0.746 | 0.327 | 1.073 | 0.787 | 0.302 | 1.089 |
| 04/29/15 | 0.746 | 0.224 | 0.970 | 0.677 | 0.193 | 0.870 |
| 04/30/15 | 0.843 | 0.265 | 1.108 | 0.751 | 0.250 | 1.001 |
| Total (MG) | 23.601 | 8.662 | 32.263 | 23.303 | 7.822 | 31.125 |
| High (MG) | 0.948 | 0.391 | 1.255 | 0.980 | 0.346 | 1.244 |
| Avg (MG) | 0.787 | 0.289 | 1.075 | 0.777 | 0.261 | 1.037 |
| Low (MG) | 0.699 | 0.205 | 0.970 | 0.677 | 0.174 | 0.870 |

April 2015

Water Plant 1

Month Details

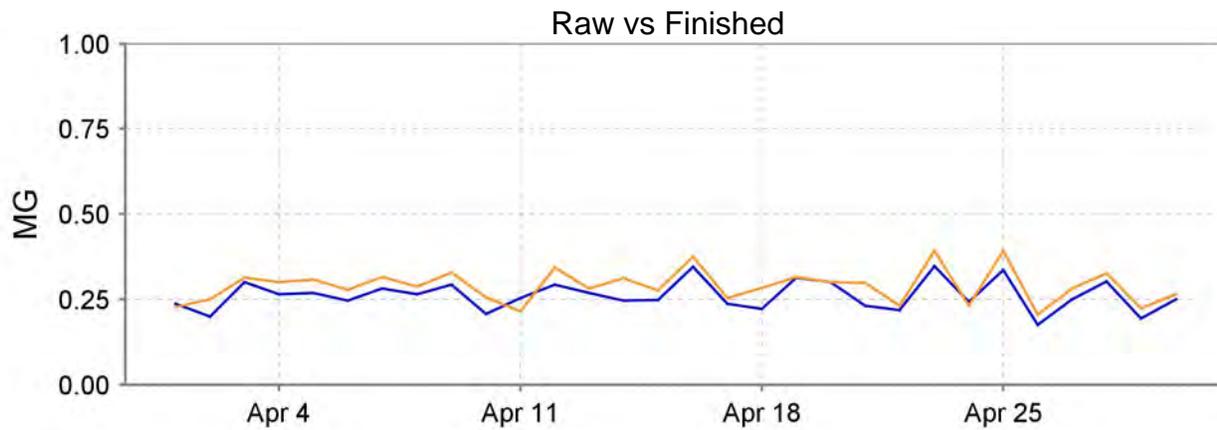


| Date | WP1 Raw | WP1 Clarifier A | WP1 Clarifier B | WP1 Finished | WP1 Process Loss | Efficiency |
|------------|---------|-----------------|-----------------|--------------|------------------|------------|
| 04/01/15 | 0.786 | 0.432 | 0.354 | 0.736 | 0.050 | 94% |
| 04/02/15 | 0.756 | 0.418 | 0.338 | 0.760 | -0.004 | 101% |
| 04/03/15 | 0.792 | 0.428 | 0.363 | 0.791 | 0.001 | 100% |
| 04/04/15 | 0.918 | 0.494 | 0.424 | 0.980 | -0.063 | 107% |
| 04/05/15 | 0.948 | 0.511 | 0.437 | 0.835 | 0.113 | 88% |
| 04/06/15 | 0.773 | 0.417 | 0.356 | 0.780 | -0.007 | 101% |
| 04/07/15 | 0.802 | 0.433 | 0.369 | 0.810 | -0.009 | 101% |
| 04/08/15 | 0.706 | 0.382 | 0.325 | 0.690 | 0.017 | 98% |
| 04/09/15 | 0.801 | 0.432 | 0.369 | 0.818 | -0.017 | 102% |
| 04/10/15 | 0.718 | 0.386 | 0.332 | 0.748 | -0.030 | 104% |
| 04/11/15 | 0.799 | 0.430 | 0.368 | 0.770 | 0.029 | 96% |
| 04/12/15 | 0.832 | 0.448 | 0.383 | 0.821 | 0.010 | 99% |
| 04/13/15 | 0.807 | 0.427 | 0.380 | 0.809 | -0.002 | 100% |
| 04/14/15 | 0.801 | 0.418 | 0.382 | 0.790 | 0.010 | 99% |
| 04/15/15 | 0.801 | 0.417 | 0.385 | 0.765 | 0.036 | 96% |
| 04/16/15 | 0.699 | 0.363 | 0.337 | 0.722 | -0.023 | 103% |
| 04/17/15 | 0.749 | 0.381 | 0.368 | 0.701 | 0.048 | 94% |
| 04/18/15 | 0.737 | 0.375 | 0.362 | 0.784 | -0.048 | 106% |
| 04/19/15 | 0.853 | 0.436 | 0.417 | 0.824 | 0.029 | 97% |
| 04/20/15 | 0.800 | 0.408 | 0.392 | 0.803 | -0.003 | 100% |
| 04/21/15 | 0.762 | 0.384 | 0.377 | 0.726 | 0.036 | 95% |
| 04/22/15 | 0.756 | 0.385 | 0.371 | 0.768 | -0.013 | 102% |
| 04/23/15 | 0.722 | 0.370 | 0.353 | 0.716 | 0.007 | 99% |
| 04/24/15 | 0.764 | 0.387 | 0.377 | 0.784 | -0.020 | 103% |
| 04/25/15 | 0.822 | 0.415 | 0.407 | 0.788 | 0.034 | 96% |
| 04/26/15 | 0.842 | 0.425 | 0.417 | 0.824 | 0.018 | 98% |
| 04/27/15 | 0.722 | 0.365 | 0.357 | 0.744 | -0.022 | 103% |
| 04/28/15 | 0.746 | 0.377 | 0.370 | 0.787 | -0.041 | 105% |
| 04/29/15 | 0.746 | 0.377 | 0.369 | 0.677 | 0.069 | 91% |
| 04/30/15 | 0.843 | 0.425 | 0.417 | 0.751 | 0.091 | 89% |
| Total (MG) | 23.601 | 12.345 | 11.256 | 23.303 | 0.298 | 99% |
| High (MG) | 0.948 | 0.511 | 0.437 | 0.980 | | |
| Avg (MG) | 0.787 | 0.412 | 0.375 | 0.777 | | |
| Low (MG) | 0.699 | 0.363 | 0.325 | 0.677 | | |

April 2015

Water Plant 2

Month Details

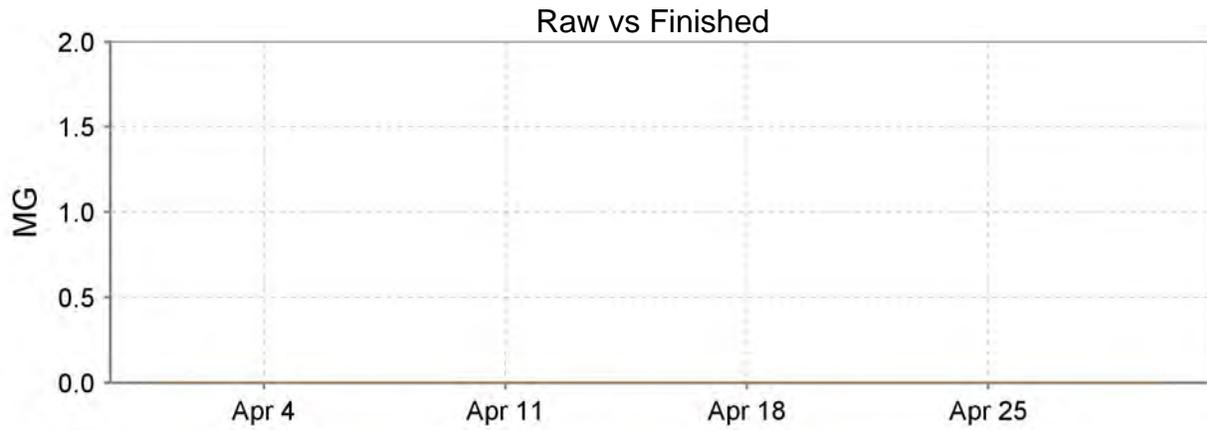


| Date | WP2 Raw | To Lohmans | To Golfball | From Golfball | WP2 Finished | WP2 Process Loss | Efficiency |
|------------|---------|------------|-------------|---------------|--------------|------------------|------------|
| 04/01/15 | 0.228 | 0.236 | 0.000 | 0.000 | 0.236 | -0.008 | 104% |
| 04/02/15 | 0.250 | 0.199 | 0.000 | 0.000 | 0.199 | 0.051 | 80% |
| 04/03/15 | 0.314 | 0.327 | 0.000 | 0.027 | 0.300 | 0.014 | 96% |
| 04/04/15 | 0.301 | 0.263 | 0.001 | 0.000 | 0.264 | 0.037 | 88% |
| 04/05/15 | 0.307 | 0.269 | 0.000 | 0.000 | 0.269 | 0.038 | 88% |
| 04/06/15 | 0.277 | 0.246 | 0.000 | 0.000 | 0.246 | 0.031 | 89% |
| 04/07/15 | 0.316 | 0.281 | 0.001 | 0.000 | 0.282 | 0.034 | 89% |
| 04/08/15 | 0.287 | 0.263 | 0.001 | 0.000 | 0.264 | 0.023 | 92% |
| 04/09/15 | 0.328 | 0.292 | 0.000 | 0.000 | 0.292 | 0.036 | 89% |
| 04/10/15 | 0.256 | 0.207 | 0.000 | 0.000 | 0.207 | 0.049 | 81% |
| 04/11/15 | 0.214 | 0.254 | 0.000 | 0.000 | 0.254 | -0.040 | 119% |
| 04/12/15 | 0.343 | 0.317 | 0.000 | 0.025 | 0.292 | 0.051 | 85% |
| 04/13/15 | 0.282 | 0.267 | 0.001 | 0.000 | 0.268 | 0.014 | 95% |
| 04/14/15 | 0.311 | 0.254 | 0.000 | 0.008 | 0.246 | 0.065 | 79% |
| 04/15/15 | 0.275 | 0.246 | 0.001 | 0.000 | 0.247 | 0.028 | 90% |
| 04/16/15 | 0.374 | 0.345 | 0.000 | 0.000 | 0.345 | 0.029 | 92% |
| 04/17/15 | 0.254 | 0.236 | 0.000 | 0.000 | 0.236 | 0.018 | 93% |
| 04/18/15 | 0.284 | 0.231 | 0.000 | 0.009 | 0.222 | 0.062 | 78% |
| 04/19/15 | 0.316 | 0.328 | 0.000 | 0.015 | 0.313 | 0.003 | 99% |
| 04/20/15 | 0.301 | 0.299 | 0.001 | 0.000 | 0.300 | 0.001 | 100% |
| 04/21/15 | 0.298 | 0.231 | 0.000 | 0.000 | 0.231 | 0.067 | 78% |
| 04/22/15 | 0.231 | 0.218 | 0.000 | 0.000 | 0.218 | 0.013 | 94% |
| 04/23/15 | 0.391 | 0.345 | 0.001 | 0.000 | 0.346 | 0.045 | 88% |
| 04/24/15 | 0.231 | 0.242 | 0.000 | 0.000 | 0.242 | -0.011 | 105% |
| 04/25/15 | 0.391 | 0.349 | 0.000 | 0.014 | 0.335 | 0.056 | 86% |
| 04/26/15 | 0.205 | 0.174 | 0.000 | 0.000 | 0.174 | 0.031 | 85% |
| 04/27/15 | 0.281 | 0.249 | 0.000 | 0.000 | 0.249 | 0.032 | 89% |
| 04/28/15 | 0.327 | 0.301 | 0.001 | 0.000 | 0.302 | 0.025 | 92% |
| 04/29/15 | 0.224 | 0.193 | 0.000 | 0.000 | 0.193 | 0.031 | 86% |
| 04/30/15 | 0.265 | 0.250 | 0.000 | 0.000 | 0.250 | 0.015 | 94% |
| Total (MG) | 8.662 | 7.912 | 0.008 | 0.098 | 7.822 | 0.840 | 90% |
| High (MG) | 0.391 | 0.349 | 0.001 | 0.027 | 0.346 | | |
| Avg (MG) | 0.289 | 0.264 | 0.000 | 0.003 | 0.261 | | |
| Low (MG) | 0.205 | 0.174 | 0.000 | 0.000 | 0.174 | | |

April 2015

Water Plant 3

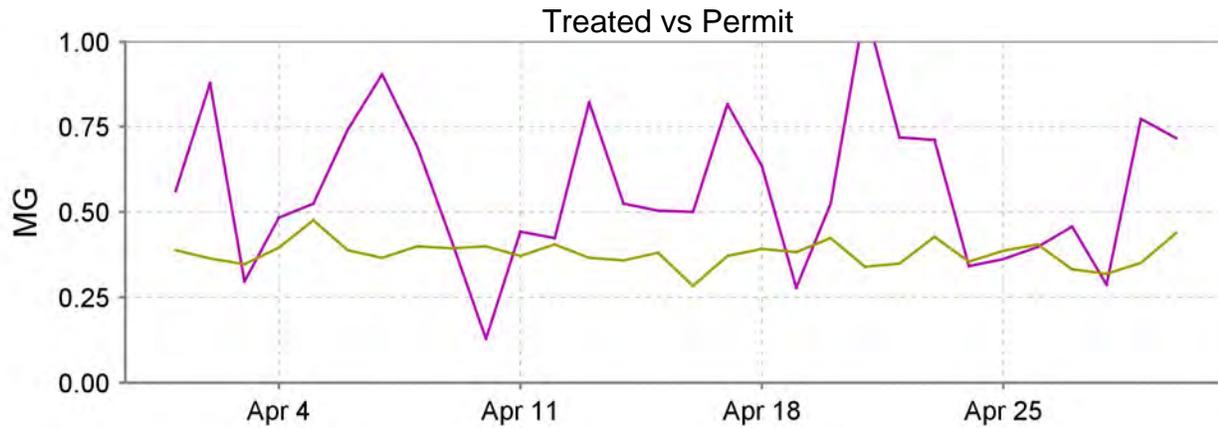
Month Details



| Date | WP3 Raw | Recirc | Unit 1 | Backwash | WP3 Finished | WP3 Process Loss | Efficiency |
|----------|---------|--------|--------|----------|--------------|------------------|------------|
| 04/01/15 | | | | | | | |
| 04/02/15 | | | | | | | |
| 04/03/15 | | | | | | | |
| 04/04/15 | | | | | | | |
| 04/05/15 | | | | | | | |
| 04/06/15 | | | | | | | |
| 04/07/15 | | | | | | | |
| 04/08/15 | | | | | | | |
| 04/09/15 | | | | | | | |
| 04/10/15 | | | | | | | |
| /12/15 | | | | | | | |
| 13/15 | | | | | | | |
| 4 | | | | | | | |
| 0 15 | | | | | | | |
| 04 5 | | | | | | | |
| 04/ | | | | | | | |
| 04/1 | | | | | | | |
| 04/19/15 | | | | | | | |
| 04/20/15 | | | | | | | |
| 04/21/15 | | | | | | | |
| 04/22/15 | | | | | | | |
| 04/23/15 | | | | | | | |
| 04/24/15 | | | | | | | |
| 04/25/15 | | | | | | | |
| 04/26/15 | | | | | | | |
| 04/27/15 | | | | | | | |
| 04/28/15 | | | | | | | |
| 04/29/15 | | | | | | | |
| 04/30/15 | | | | | | | |

Total (MG)
 High (MG)
 Avg (MG)
 Low (MG)

April 2015

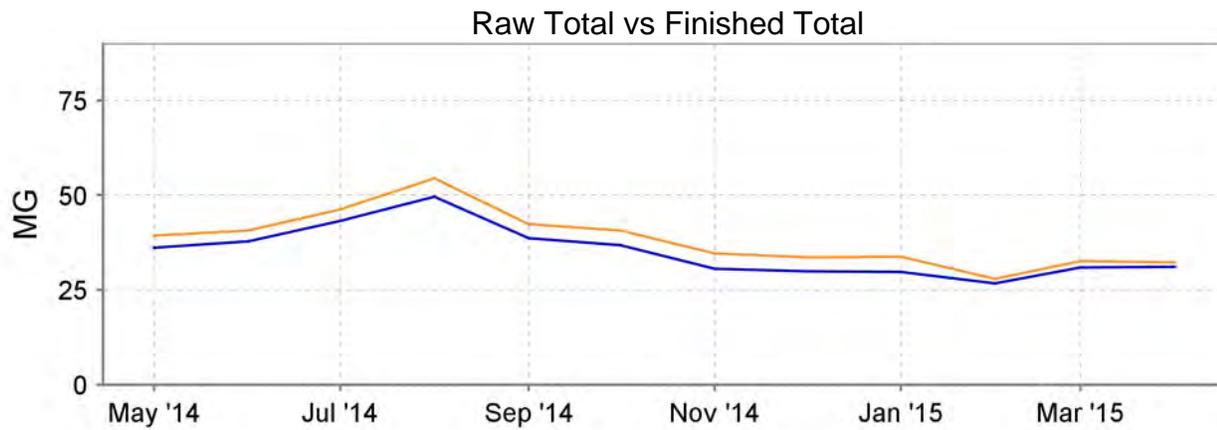


| Date | WWTP Treated | Lake Water To Pond 17 | Lago Golf Usage | Lago Golf Permit | Cedar Breaks Permit | Bar K Golf Permit | Permit Total |
|------------|--------------|-----------------------|-----------------|------------------|---------------------|-------------------|--------------|
| 04/01/15 | 0.388 | 0.000 | 0.189 | 0.189 | 0.374 | 0.000 | 0.562 |
| 04/02/15 | 0.364 | 0.000 | 0.504 | 0.504 | 0.374 | 0.000 | 0.877 |
| 04/03/15 | 0.346 | 0.000 | 0.020 | 0.020 | 0.277 | 0.000 | 0.297 |
| 04/04/15 | 0.396 | 0.000 | 0.408 | 0.408 | 0.075 | 0.000 | 0.483 |
| 04/05/15 | 0.476 | 0.000 | 0.449 | 0.449 | 0.075 | 0.000 | 0.523 |
| 04/06/15 | 0.388 | 0.000 | 0.397 | 0.397 | 0.345 | 0.000 | 0.742 |
| 04/07/15 | 0.365 | 0.000 | 0.510 | 0.510 | 0.393 | 0.000 | 0.903 |
| 04/08/15 | 0.400 | 0.000 | 0.301 | 0.301 | 0.392 | 0.000 | 0.693 |
| 04/09/15 | 0.393 | 0.000 | 0.012 | 0.012 | 0.405 | 0.000 | 0.417 |
| 04/10/15 | 0.399 | 0.000 | 0.009 | 0.009 | 0.118 | 0.000 | 0.127 |
| 04/11/15 | 0.372 | 0.000 | 0.003 | 0.003 | 0.440 | 0.000 | 0.442 |
| 04/12/15 | 0.405 | 0.000 | 0.005 | 0.005 | 0.419 | 0.000 | 0.424 |
| 04/13/15 | 0.366 | 0.000 | 0.412 | 0.412 | 0.409 | 0.000 | 0.822 |
| 04/14/15 | 0.358 | 0.000 | 0.080 | 0.080 | 0.444 | 0.000 | 0.524 |
| 04/15/15 | 0.381 | 0.000 | 0.072 | 0.072 | 0.432 | 0.000 | 0.504 |
| 04/16/15 | 0.283 | 0.000 | 0.046 | 0.046 | 0.453 | 0.000 | 0.499 |
| 04/17/15 | 0.372 | 0.000 | 0.367 | 0.367 | 0.449 | 0.000 | 0.816 |
| 04/18/15 | 0.392 | 0.000 | 0.360 | 0.360 | 0.275 | 0.000 | 0.635 |
| 04/19/15 | 0.383 | 0.000 | 0.005 | 0.005 | 0.272 | 0.000 | 0.277 |
| 04/20/15 | 0.423 | 0.000 | 0.005 | 0.005 | 0.518 | 0.000 | 0.524 |
| 04/21/15 | 0.340 | 0.000 | 0.580 | 0.580 | 0.522 | 0.000 | 1.101 |
| 04/22/15 | 0.349 | 0.000 | 0.373 | 0.373 | 0.346 | 0.000 | 0.720 |
| 04/23/15 | 0.427 | 0.000 | 0.379 | 0.379 | 0.332 | 0.000 | 0.710 |
| 04/24/15 | 0.355 | 0.000 | 0.005 | 0.005 | 0.337 | 0.000 | 0.342 |
| 04/25/15 | 0.387 | 0.000 | 0.006 | 0.006 | 0.356 | 0.000 | 0.362 |
| 04/26/15 | 0.405 | 0.000 | 0.006 | 0.006 | 0.390 | 0.000 | 0.396 |
| 04/27/15 | 0.331 | 0.000 | 0.110 | 0.110 | 0.348 | 0.000 | 0.458 |
| 04/28/15 | 0.318 | 0.000 | 0.005 | 0.005 | 0.282 | 0.000 | 0.287 |
| 04/29/15 | 0.351 | 0.000 | 0.340 | 0.340 | 0.434 | 0.000 | 0.774 |
| 04/30/15 | 0.439 | 0.000 | 0.372 | 0.372 | 0.345 | 0.000 | 0.717 |
| Total (MG) | 11.352 | 0.000 | 6.331 | 6.331 | 10.630 | 0.000 | 16.961 |
| High (MG) | 0.476 | 0.000 | 0.580 | 0.580 | 0.522 | 0.000 | 1.101 |
| Avg (MG) | 0.378 | 0.000 | 0.211 | 0.211 | 0.354 | 0.000 | 0.565 |
| Low (MG) | 0.283 | 0.000 | 0.003 | 0.003 | 0.075 | 0.000 | 0.127 |

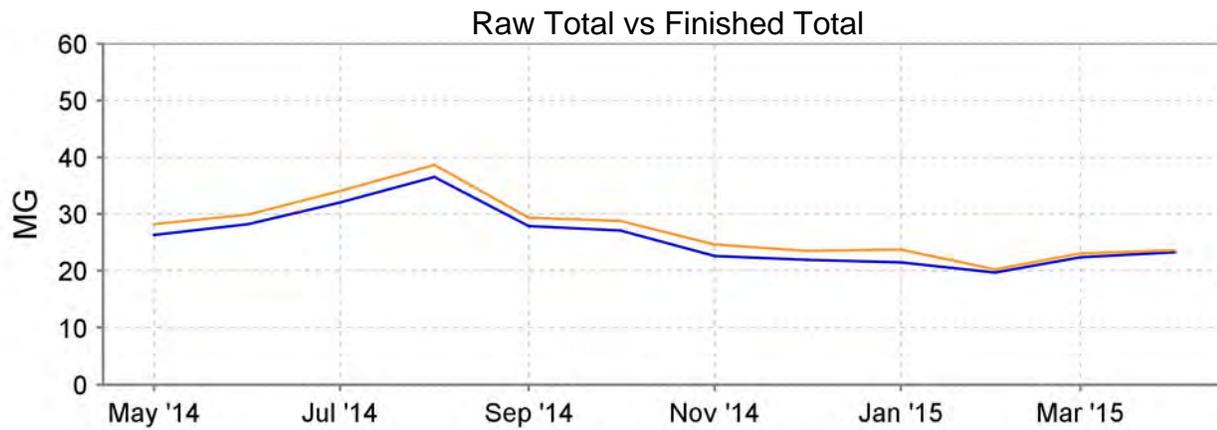
April 2015

Combined Water Production

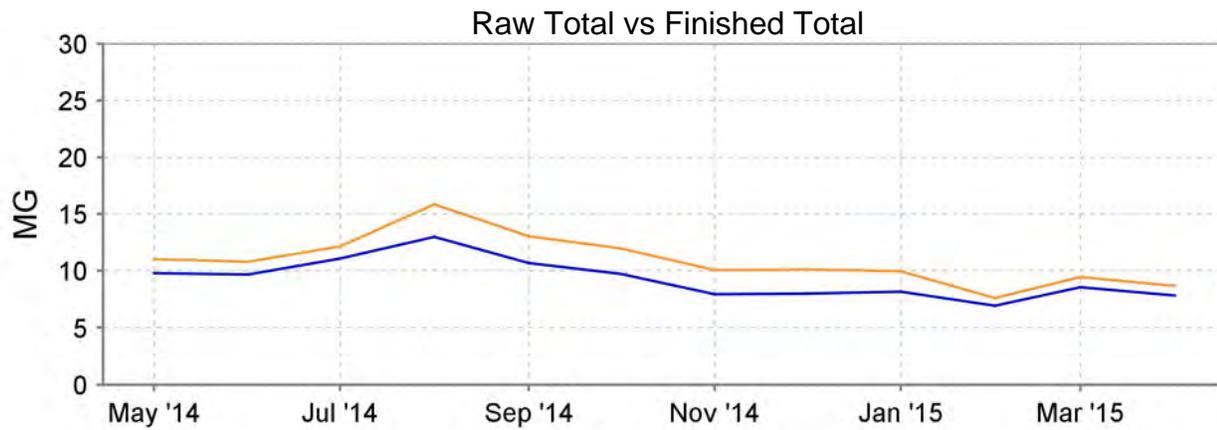
12 Month Details



| Date | WP1 Raw | WP2 Raw | Combined Raw | WP1 Finished | WP2 Finished | Combined Finished |
|------------|---------|---------|--------------|--------------|--------------|-------------------|
| May, 2014 | 28.164 | 11.049 | 39.213 | 26.321 | 9.806 | 36.127 |
| Jun, 2014 | 29.879 | 10.822 | 40.701 | 28.184 | 9.657 | 37.841 |
| Jul, 2014 | 33.991 | 12.154 | 46.145 | 32.034 | 11.096 | 43.130 |
| Aug, 2014 | 38.634 | 15.835 | 54.469 | 36.555 | 12.979 | 49.534 |
| Sep, 2014 | 29.327 | 13.068 | 42.395 | 27.864 | 10.704 | 38.568 |
| Oct, 2014 | 28.733 | 11.962 | 40.695 | 27.105 | 9.742 | 36.847 |
| Nov, 2014 | 24.570 | 10.078 | 34.648 | 22.659 | 7.917 | 30.576 |
| Dec, 2014 | 23.500 | 10.100 | 33.600 | 21.906 | 7.991 | 29.897 |
| Jan, 2015 | 23.704 | 9.973 | 33.677 | 21.488 | 8.166 | 29.654 |
| Feb, 2015 | 20.266 | 7.608 | 27.874 | 19.702 | 6.920 | 26.622 |
| Mar, 2015 | 23.092 | 9.434 | 32.526 | 22.365 | 8.548 | 30.913 |
| Apr, 2015 | 23.601 | 8.662 | 32.263 | 23.303 | 7.822 | 31.125 |
| Total (MG) | 327.460 | 130.745 | 458.205 | 309.486 | 111.348 | 420.834 |
| High (MG) | 38.634 | 15.835 | 54.469 | 36.555 | 12.979 | 49.534 |
| Avg (MG) | 27.288 | 10.895 | 38.184 | 25.790 | 9.279 | 35.069 |
| Low (MG) | 20.266 | 7.608 | 27.874 | 19.702 | 6.920 | 26.622 |



| Date | WP1 Raw | WP1 Clarifier A | WP1 Clarifier B | WP1 Finished | WP1 Process Loss | Efficiency |
|------------|---------|-----------------|-----------------|--------------|------------------|------------|
| May, 2014 | 28.164 | 14.582 | 13.582 | 26.321 | 1.843 | 93% |
| Jun, 2014 | 29.879 | 15.602 | 14.277 | 28.184 | 1.695 | 94% |
| Jul, 2014 | 33.991 | 17.766 | 16.226 | 32.034 | 1.958 | 94% |
| Aug, 2014 | 38.634 | 20.130 | 18.504 | 36.555 | 2.079 | 95% |
| Sep, 2014 | 29.327 | 15.306 | 14.021 | 27.864 | 1.463 | 95% |
| Oct, 2014 | 28.733 | 15.034 | 13.699 | 27.105 | 1.628 | 94% |
| Nov, 2014 | 24.570 | 12.815 | 11.755 | 22.659 | 1.911 | 92% |
| Dec, 2014 | 23.500 | 12.229 | 11.270 | 21.906 | 1.594 | 93% |
| Jan, 2015 | 23.704 | 10.937 | 12.766 | 21.488 | 2.216 | 91% |
| Feb, 2015 | 20.266 | 11.717 | 8.548 | 19.702 | 0.563 | 97% |
| Mar, 2015 | 23.092 | 11.881 | 11.212 | 22.365 | 0.727 | 97% |
| Apr, 2015 | 23.601 | 12.345 | 11.256 | 23.303 | 0.298 | 99% |
| Total (MG) | 327.460 | 170.343 | 157.117 | 309.486 | 17.974 | 95% |
| High (MG) | 38.634 | 20.130 | 18.504 | 36.555 | | |
| Avg (MG) | 27.288 | 14.195 | 13.093 | 25.790 | | |
| Low (MG) | 20.266 | 10.937 | 8.548 | 19.702 | | |

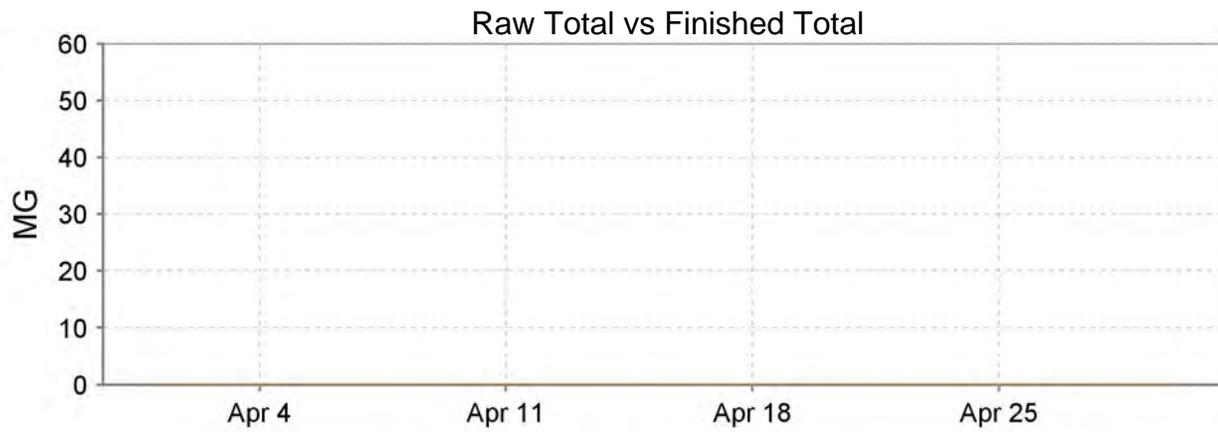


| Date | WP2 Raw | To Lohmans | To Golfball | From Golfball | WP2 Finished | WP2 Process Loss | Efficiency |
|------------|---------|------------|-------------|---------------|--------------|------------------|------------|
| May, 2014 | 11.049 | 10.024 | 0.012 | 0.230 | 9.806 | 1.243 | 89% |
| Jun, 2014 | 10.822 | 9.937 | 0.011 | 0.291 | 9.657 | 1.165 | 89% |
| Jul, 2014 | 12.154 | 11.387 | 0.011 | 0.302 | 11.096 | 1.058 | 91% |
| Aug, 2014 | 15.835 | 13.202 | 0.028 | 0.251 | 12.979 | 2.856 | 82% |
| Sep, 2014 | 13.068 | 10.920 | 0.022 | 0.238 | 10.704 | 2.364 | 82% |
| Oct, 2014 | 11.962 | 9.871 | 0.015 | 0.144 | 9.742 | 2.220 | 81% |
| Nov, 2014 | 10.078 | 7.937 | 0.010 | 0.030 | 7.917 | 2.161 | 79% |
| Dec, 2014 | 10.100 | 8.016 | 0.007 | 0.032 | 7.991 | 2.109 | 79% |
| Jan, 2015 | 9.973 | 8.259 | 0.075 | 0.168 | 8.166 | 1.807 | 82% |
| Feb, 2015 | 7.608 | 6.925 | 0.007 | 0.012 | 6.920 | 0.688 | 91% |
| Mar, 2015 | 9.434 | 8.906 | 0.028 | 0.386 | 8.548 | 0.886 | 91% |
| Apr, 2015 | 8.662 | 7.912 | 0.008 | 0.098 | 7.822 | 0.840 | 90% |
| Total (MG) | 130.745 | 113.296 | 0.234 | 2.182 | 111.348 | 19.397 | 85% |
| High (MG) | 15.835 | 13.202 | 0.075 | 0.386 | 12.979 | | |
| Avg (MG) | 10.895 | 9.441 | 0.020 | 0.182 | 9.279 | | |
| Low (MG) | 7.608 | 6.925 | 0.007 | 0.012 | 6.920 | | |

April 2015

Water Plant 3

12 Month Details



| Date | WP3 Raw | Recirc | Unit 1 | Backwash | WP3 Finished | WP3 Process Loss | Wastewater |
|-----------|---------|--------|--------|----------|--------------|------------------|------------|
| May, 2014 | | | | | | | |
| Jun, 2014 | | | | | | | |
| Jul, 2014 | | | | | | | |
| Aug, 2014 | | | | | | | |
| Sep, 2014 | | | | | | | |
| Oct, 2014 | | | | | | | |
| Nov, 2014 | | | | | | | |
| Dec, 2014 | | | | | | | |
| Jan, 2015 | | | | | | | |
| Feb, 2015 | | | | | | | |
| Mar, 2015 | | | | | | | |
| Apr, 2015 | | | | | | | |

To (MG)

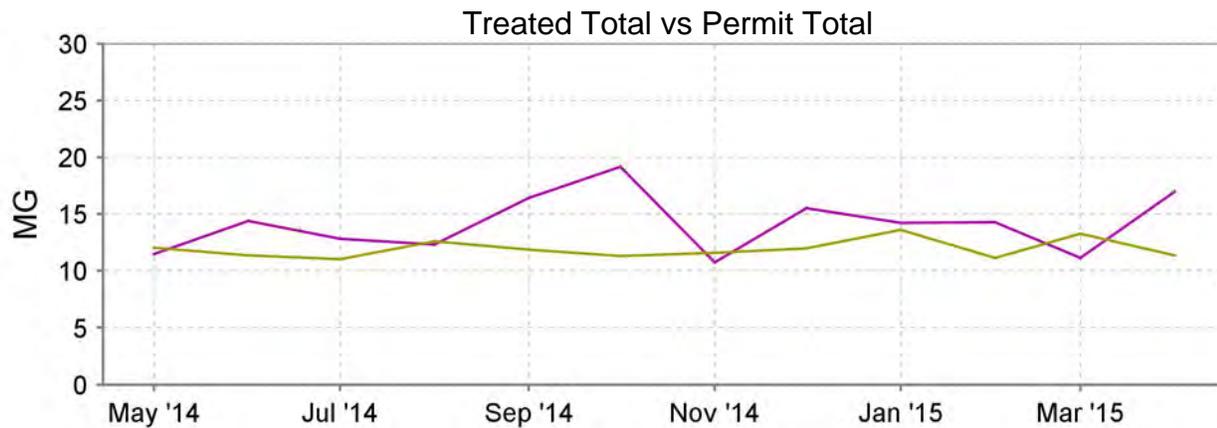
High
Avg (MG)
Low (MG)

April 2015

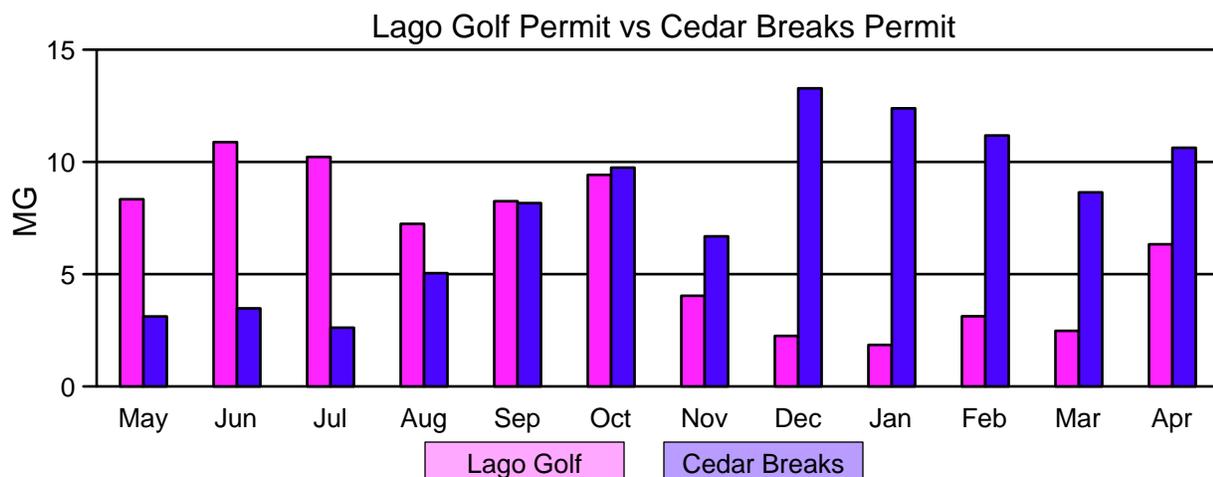
Waste Water Treatment Plant

Effluent Disposal

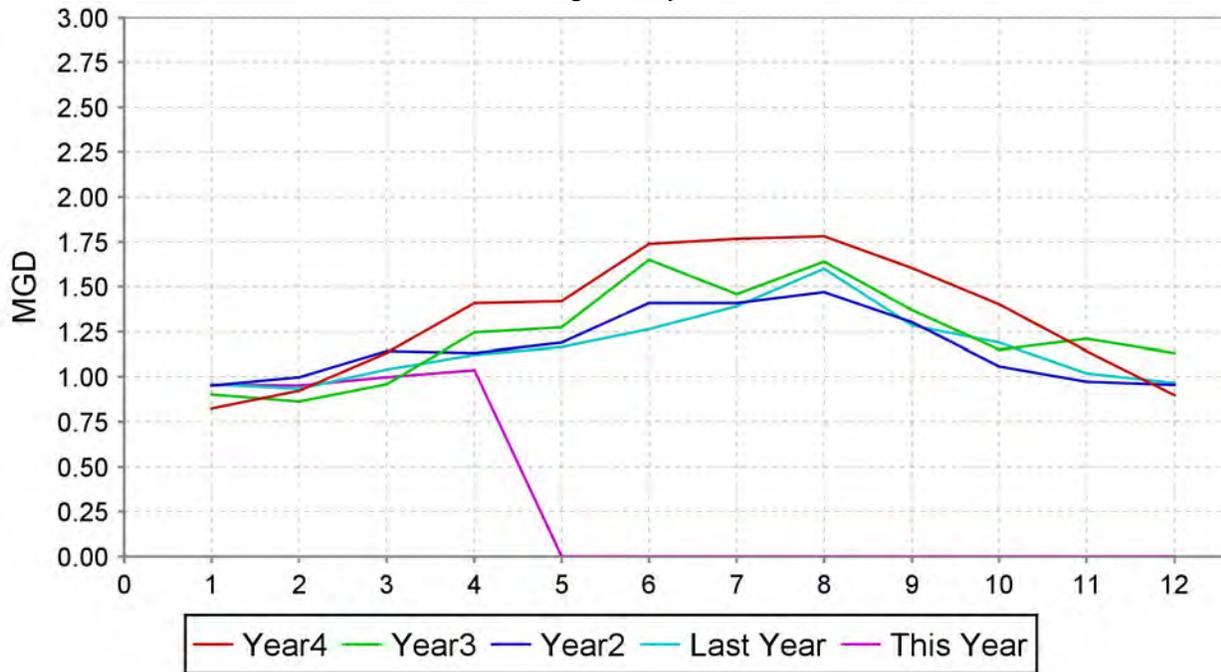
12 Month Details



| Date | WWTP Treated | Lake Water To Pond 17 | Lago Golf Usage | Lago Golf Permit | Cedar Breaks Permit | Bar K Golf Permit | Permit Total |
|------------|--------------|-----------------------|-----------------|------------------|---------------------|-------------------|--------------|
| May, 2014 | 12.035 | 0.000 | 8.337 | 8.337 | 3.116 | 0.000 | 11.453 |
| Jun, 2014 | 11.364 | 0.000 | 10.882 | 10.882 | 3.477 | 0.000 | 14.360 |
| Jul, 2014 | 11.019 | 0.000 | 10.221 | 10.221 | 2.616 | 0.000 | 12.837 |
| Aug, 2014 | 12.581 | 5.000 | 12.241 | 7.240 | 5.044 | 0.000 | 12.284 |
| Sep, 2014 | 11.845 | 0.000 | 8.249 | 8.249 | 8.165 | 0.000 | 16.414 |
| Oct, 2014 | 11.310 | 0.000 | 9.423 | 9.423 | 9.745 | 0.000 | 19.168 |
| Nov, 2014 | 11.598 | 0.000 | 4.035 | 4.037 | 6.685 | 0.000 | 10.722 |
| Dec, 2014 | 11.998 | 0.000 | 2.249 | 2.249 | 13.278 | 0.000 | 15.528 |
| Jan, 2015 | 13.590 | 0.006 | 1.854 | 1.848 | 12.388 | 0.000 | 14.236 |
| Feb, 2015 | 11.113 | 0.000 | 3.125 | 3.125 | 11.177 | 0.000 | 14.302 |
| Mar, 2015 | 13.269 | 0.000 | 2.476 | 2.476 | 8.644 | 0.000 | 11.119 |
| Apr, 2015 | 11.352 | 0.000 | 6.331 | 6.331 | 10.630 | 0.000 | 16.961 |
| Total (MG) | 143.074 | 5.006 | 79.424 | 74.419 | 94.965 | 0.000 | 169.385 |
| High (MG) | 13.590 | 5.000 | 12.241 | 10.882 | 13.278 | 0.000 | 19.168 |
| Avg (MG) | 11.923 | 0.417 | 6.619 | 6.202 | 7.914 | 0.000 | 14.115 |
| Low (MG) | 11.019 | 0.000 | 1.854 | 1.848 | 2.616 | 0.000 | 10.722 |



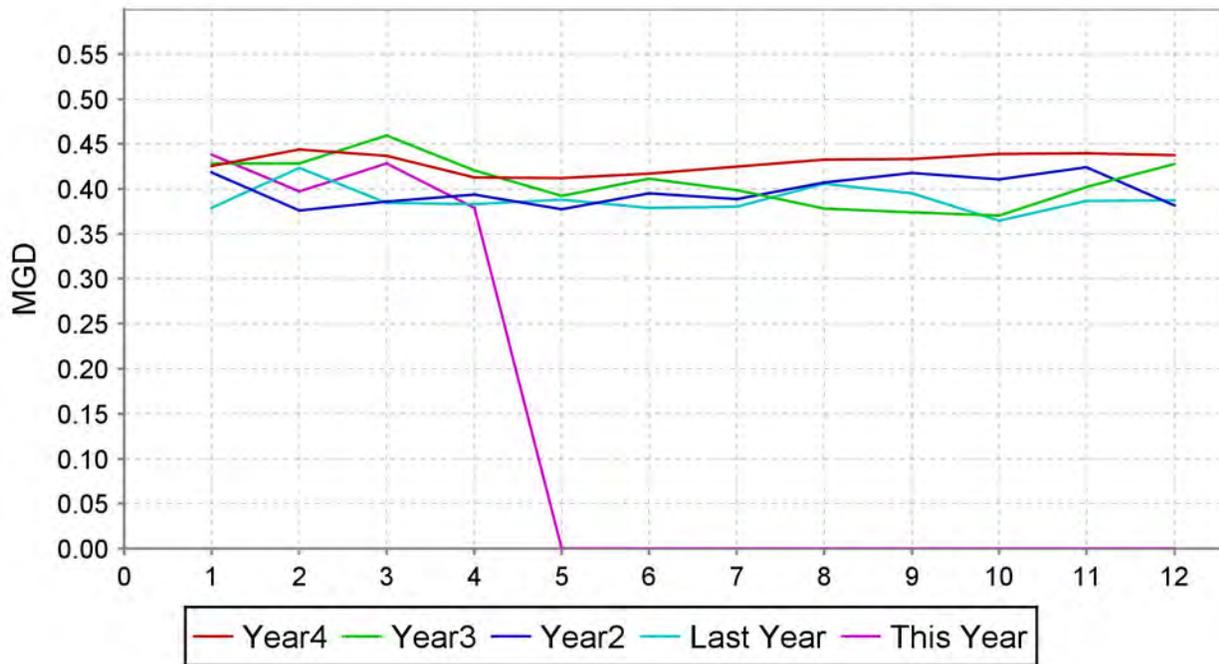
5 Year Average Daily Production Flow



| Month | Year - 4 | Year - 3 | Year - 2 | Last Year | This Year |
|-------|----------|----------|----------|-----------|-----------|
| 1 | 0.825 | 0.901 | 0.952 | 0.960 | 0.957 |
| 2 | 0.923 | 0.864 | 0.996 | 0.934 | 0.951 |
| 3 | 1.131 | 0.957 | 1.142 | 1.041 | 0.997 |
| 4 | 1.409 | 1.245 | 1.131 | 1.123 | 1.037 |
| 5 | 1.420 | 1.275 | 1.188 | 1.165 | <N/A> |
| 6 | 1.736 | 1.649 | 1.409 | 1.261 | <N/A> |
| 7 | 1.767 | 1.458 | 1.407 | 1.391 | <N/A> |
| 8 | 1.781 | 1.640 | 1.467 | 1.598 | <N/A> |
| 9 | 1.603 | 1.369 | 1.303 | 1.286 | <N/A> |
| 10 | 1.401 | 1.151 | 1.059 | 1.189 | <N/A> |
| 11 | 1.143 | 1.210 | 0.972 | 1.019 | <N/A> |
| 12 | 0.897 | 1.134 | 0.957 | 0.964 | <N/A> |

| | | | | | |
|------------|-------|-------|-------|-------|-------|
| High (MGD) | 1.781 | 1.649 | 1.467 | 1.598 | 1.037 |
| Avg (MGD) | 1.336 | 1.238 | 1.165 | 1.161 | |
| Low (MGD) | 0.825 | 0.864 | 0.952 | 0.934 | 0.951 |

5 Year Average Daily Effluent Flow



| Month | Year - 4 | Year - 3 | Year - 2 | Last Year | This Year |
|-------|----------|----------|----------|-----------|-----------|
| 1 | 0.425 | 0.428 | 0.418 | 0.379 | 0.438 |
| 2 | 0.444 | 0.428 | 0.376 | 0.424 | 0.397 |
| 3 | 0.437 | 0.459 | 0.386 | 0.384 | 0.428 |
| 4 | 0.413 | 0.421 | 0.394 | 0.383 | 0.378 |
| 5 | 0.412 | 0.392 | 0.377 | 0.388 | <N/A> |
| 6 | 0.417 | 0.411 | 0.395 | 0.379 | <N/A> |
| 7 | 0.425 | 0.399 | 0.389 | 0.380 | <N/A> |
| 8 | 0.433 | 0.378 | 0.407 | 0.406 | <N/A> |
| 9 | 0.433 | 0.374 | 0.418 | 0.395 | <N/A> |
| 10 | 0.439 | 0.370 | 0.411 | 0.365 | <N/A> |
| 11 | 0.440 | 0.402 | 0.424 | 0.387 | <N/A> |
| 12 | 0.437 | 0.428 | 0.381 | 0.387 | <N/A> |

| | | | | | |
|------------|-------|-------|-------|-------|-------|
| High (MGD) | 0.444 | 0.459 | 0.424 | 0.424 | 0.438 |
| Avg (MGD) | 0.430 | 0.408 | 0.398 | 0.388 | |
| Low (MGD) | 0.412 | 0.370 | 0.376 | 0.365 | 0.378 |

| 2013/14 vs. 2014/15 Comparison | Thru Apr 30 FY 2013/14 | Thru Apr 30 FY 2014/15 | Increase (Decrease) |
|---|-----------------------------------|-----------------------------------|--------------------------------|
| <u>STREET PATCHING</u> | | | |
| Tons of Asphalt Used | 391 | 242 | (149) |
| Number of Patches | 783 | 2,823 | 2,040 |
| Square Feet of Patches | 30,107 | 19,416 | (10,691) |
| Tons of Base Material Used | 34 | 70 | 36 |
| Repaint Intersection | 0 | 0 | 0 |
| Replace Reflective Buttons | 0 | 0 | 0 |
| <u>CRACK SEAL PROGRAM</u> | | | |
| Linear Feet of Crack Sealing | 0 | 0 | 0 |
| <u>LANDSCAPING ACTIVITIES</u> | | | |
| Worker Hours | 1,040 | 1,046 | 6 |
| <u>ROADSIDE MOWING</u> | | | |
| Miles Mowed | 348 | 338 | (10) |
| <u>TRAFFIC CONTROL</u> | | | |
| New Signs Installed | 65 | 0 | (65) |
| Signs Replaced | 50 | 55 | 5 |
| <u>DRAINAGE MAINTENANCE</u> | | | |
| Projects Completed | 3 | 2 | (1) |
| Linear Feet of Ditches Cleared | 360 | 1,368 | 1,008 |
| Culverts Cleared | 3 | 18 | 15 |
| <u>MISCELLANEOUS ACTIVITIES</u> | | | |
| Worker Hours on City Clean Up | 440 | 582 | 142 |
| Worker Hours on Burn Day | 0 | 224 | 224 |
| Worker Hours on Park Maint. | 48 | 84 | 36 |
| Worker Hours on X-Mas Lights | 884 | 836 | (48) |
| Worker Hours on Tree Trimming | 990 | 1,328 | 338 |
| Deer Pick Ups | 53 | 58 | 5 |
| Bldg. Maintenance Requests | 20 | 26 | 6 |
| Pool Operation & Maintenance (hrs) | 137 | 50 | (87) |
| Airport Maintenance (hrs) | 184 | 344 | 160 |
| Mowing Bar K Golf Course (hrs) | 24 | 0 | (24) |
| Assist Utility Department (hrs) | 103 | 111 | 8 |
| Assist CIP Projects (hrs) | 1,152 | 430 | (722) |
| Assist Plant Operations (hrs) | 51 | 0 | (51) |
| Assist Library (hrs) | 3 | 24 | 21 |
| Assist Effluent Department (hrs) | 0 | 0 | 0 |
| Assist Golf Courses (hrs) | 0 | 336 | 336 |
| Assist LVPD (hrs) | 8 | 50 | 42 |
| KLVB Projects (hrs) | 0 | 0 | 0 |
| Special Events (hrs) | 199 | 826 | 627 |
| <u>RECYCLE CENTER</u> | | | |
| Loads of Brush Collected | 554 | 532 | (22) |
| Wood Chipping (hrs) | 572 | 336 | (236) |
| Loads of Mulch Picked Up | 135 | 92 | (43) |
| Trash/Metal Collection (hrs) | 91 | 64 | (27) |

STREET DEPARTMENT 2014-15 ACTIVITY REPORT

| | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | TOTALS |
|--|-----|-------|-------|-------|-------|-------|-------|-----|-----|-----|-----|-----|--------|
| <u>STREET PATCHING</u> | | | | | | | | | | | | | |
| Tons of Asphalt Used | 11 | 20 | 22 | 50 | 70 | 38 | 31 | | | | | | 242 |
| Number of Patches | 74 | 13 | 388 | 231 | 1,170 | 349 | 598 | | | | | | 2,823 |
| Square Feet of Patches | 856 | 1,594 | 1,781 | 4,040 | 5,595 | 3,052 | 2,498 | | | | | | 19,416 |
| Tons of Base Material Used | 15 | 6 | 0 | 0 | 0 | 47 | 2 | | | | | | 70 |
| Repaint Intersections | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | 0 |
| Replace Reflective Buttons | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | 0 |
| <u>CRACK SEAL PROGRAM</u> | | | | | | | | | | | | | |
| Linear Feet of Crack Sealing | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | 0 |
| <u>LANDSCAPING ACTIVITIES</u> | | | | | | | | | | | | | |
| Worker Hours | 288 | 132 | 128 | 0 | 32 | 146 | 320 | | | | | | 1,046 |
| <u>ROADSIDE MOWING</u> | | | | | | | | | | | | | |
| Miles Mowed | 184 | 130 | 0 | 0 | 0 | 0 | 24 | | | | | | 338 |
| <u>TRAFFIC CONTROL</u> | | | | | | | | | | | | | |
| New Signs Installed | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | 0 |
| Signs Replaced | 8 | 0 | 11 | 8 | 6 | 9 | 13 | | | | | | 55 |
| <u>DRAINAGE MAINTENANCE</u> | | | | | | | | | | | | | |
| Projects Completed | 0 | 1 | 0 | 0 | 0 | 0 | 1 | | | | | | 2 |
| Linear Feet of Ditches Cleared | 290 | 125 | 0 | 230 | 0 | 513 | 210 | | | | | | 1,368 |
| Culverts Cleared | 3 | 2 | 0 | 6 | 0 | 4 | 3 | | | | | | 18 |
| <u>MISCELLANEOUS ACTIVITIES</u> | | | | | | | | | | | | | |
| Worker Hours on City Clean Up | 290 | 30 | 32 | 24 | 32 | 28 | 146 | | | | | | 582 |
| Worker Hours on Burn Day | 0 | 0 | 224 | 0 | 0 | 0 | 0 | | | | | | 224 |
| Worker Hours on Park Maint. | 32 | 24 | 0 | 0 | 28 | 0 | 0 | | | | | | 84 |
| Worker Hours on X-Mas Lights | 96 | 452 | 32 | 256 | 0 | 0 | 0 | | | | | | 836 |
| Worker Hours on Tree Trimming | 96 | 120 | 288 | 258 | 288 | 150 | 128 | | | | | | 1,328 |
| Deer Pick Ups | 8 | 13 | 12 | 7 | 5 | 6 | 7 | | | | | | 58 |
| Bldg. Maintenance Requests | 6 | 2 | 2 | 7 | 4 | 3 | 2 | | | | | | 26 |
| Pool Operation & Maintenance (hrs) | 4 | 4 | 12 | 12 | 8 | 4 | 6 | | | | | | 50 |
| Airport Maintenance (hrs) | 96 | 104 | 0 | 0 | 0 | 48 | 96 | | | | | | 344 |
| Mowing Bar K Golf Course (hrs) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | 0 |
| Assist Utility Department (hrs) | 0 | 0 | 0 | 0 | 0 | 15 | 96 | | | | | | 111 |
| Assist CIP Projects (hrs) | 0 | 96 | 62 | 144 | 128 | 0 | 0 | | | | | | 430 |
| Assist Plant Operations (hrs) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | 0 |
| Assist Library (hrs) | 0 | 0 | 0 | 0 | 0 | 24 | 0 | | | | | | 24 |
| Assist Effluent Department (hrs) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | 0 |
| Assist Golf Courses (hrs) | 176 | 0 | 0 | 32 | 72 | 56 | 0 | | | | | | 336 |
| Assist LVPD (hrs) | 6 | 0 | 0 | 0 | 12 | 32 | 0 | | | | | | 50 |
| KLYB Projects (hrs) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | 0 |
| Special Events (hrs) | 0 | 0 | 112 | 0 | 288 | 160 | 266 | | | | | | 826 |
| <u>RECYCLE CENTER</u> | | | | | | | | | | | | | |
| Loads of Brush Collected | 98 | 72 | 70 | 63 | 71 | 78 | 80 | | | | | | 532 |
| Wood Chipping (hrs) | 64 | 0 | 128 | 64 | 80 | 0 | 0 | | | | | | 336 |
| Loads of Mulch Picked Up | 0 | 0 | 25 | 12 | 24 | 31 | 0 | | | | | | 92 |
| Trash/Metal Collection (hrs) | 32 | 0 | 0 | 0 | 0 | 0 | 32 | | | | | | 64 |

Special Comments



Permits By Type

Lago Vista

From: 04/01/2015

To: 04/30/2015

| Description | Permit Number | Contractor | Address | Type | Issued Date | Square Footage | Construction Cost |
|---------------------|---------------|------------------------|--------------------------|---------------------------|-------------|----------------|-------------------|
| Residential Permits | 1979 | Northshore Homes | 2804 Truman Cove | Residential Single Family | 4/2/2015 | 5501 | \$685000.00 |
| | 2081 | MHI | 22121 Cross Timbers Bend | Residential Single Family | 4/3/2017 | 2781 | \$164994.00 |
| | 2091 | M Squared Custom Homes | 20805 Boggy Ford Road | Residential Single Family | 4/23/2015 | 2374 | \$195000.00 |
| | 2094 | MHI | 22101 Cross Timbers Bend | Residential Single Family | 4/20/2015 | 2872 | \$157794.00 |
| | 2096 | MHI | 7913 Arbor Knoll Court | Residential Single Family | 4/22/2015 | 3587 | \$188394.00 |
| | 2097 | MHI | 7607 Pace Ravine Drive | Residential Single Family | 4/16/2015 | 4156 | \$245394.00 |
| | 2107 | JC Builders | 21501 Patton Avenue | Residential Single Family | 4/24/2014 | 2904 | \$233455.00 |
| | | | | | | | 18490 |



Permits By Type

Lago Vista

From: 04/01/2015

To: 04/30/2015

| Description | Permit Number | Contractor | Address | Type | Issued Date | Construction Cost |
|-----------------------|---------------|---------------------------------|-------------------------|-----------------------|-------------|--------------------|
| Miscellaneous Permits | 2074 | Best of Texas Landscapes | 22313 Cape Travis Bend | Sprinkler System | 4/3/2015 | \$3000.00 |
| | 2080 | Rich Piasecki | 20617 Highland Lake | Burn Permit | 4/1/2015 | \$0.00 |
| | 2082 | John Peterson | 2403 Grant Lane | Residential Accessory | 4/6/2015 | \$75000.00 |
| | 2085 | Homeowner | 21100 Rawhide Trail | Restroom Addition | 4/7/2015 | \$3000.00 |
| | 2087 | Refugio Reyes | 21315 Choctaw Cove | Fence | 4/6/2015 | \$1500.00 |
| | 2088 | Allied Fence & Security | 3813 Congress Avenue | Fence | 4/8/2015 | \$4707.00 |
| | 2092 | Dependable Docks | 5017 Green Shore Circle | Boat Docks | 4/10/2015 | \$75000.00 |
| | 2098 | Lago Vista Fence | 2913 Patriot Drive | Fences | 4/13/2015 | \$2000.00 |
| | 2099 | Lago Vista Fence | 3701 Alamo Cove | Fences | 4/13/2015 | \$4800.00 |
| | 2100 | Patrick Spencer | 8108 Bronco Lane | Deck | 4/14/2015 | \$3000.00 |
| | 2103 | Elgin Sprinkler & Trenching Inc | 8009 Arbor Knoll Court | Sprinkler System | 4/21/2015 | \$2800.00 |
| | 2104 | Elgin Sprinkler & Trenching Inc | 22013 Cross Timbers | Sprinkler System | 4/21/2015 | \$2800.00 |
| | 2105 | Elgin Sprinkler & Trenching Inc | 22109 Cross Timbers | Sprinkler System | 4/21/2015 | \$2800.00 |
| | 2106 | Randy Halsted | 43 Oak Place | Deck | 4/21/2015 | \$4500.00 |
| | 2108 | Empire Fence | 20104 Lincoln Cove | Fences | 4/23/2015 | \$3700.00 |
| | 2109 | Northshore Homes | 8809 Bar K Ranch Road | Residential Accessory | 4/27/2015 | \$40000.00 |
| | 2116 | Cody Pools | 3903 Lake Park Cove | Pool | 4/30/2015 | \$40000.00 |
| | | | | | | \$295207.00 |



Permits By Type

Lago Vista

From: 04/01/2015

To: 04/30/2015

| Description | Permit | Contractor | Address | Type | Issued Date |
|---------------------------------|--------|-------------------------------|---------------------------|--------------------------|-------------|
| Electrical Trade Permits | 2072 | Canyon Electric | 4011 Rockwood Drive | Residential Electrical | 4/3/2015 |
| | 2085 | Specialty Electrical Services | 21100 Rawhide Trail | Minor Electrical Repairs | 4/7/2015 |
| | 2032 | IES Residential | 7701 Turnback Ledge Trail | Residential Electrical | 4/16/2015 |
| | 2097 | Powerhouse Electric | 7607 Pace Ravine Drive | Residential Electrical | 4/27/2015 |
| | 1929 | Specialty Electrical Services | 20809 Henry Avenue | Residential Electrical | 4/2/2015 |
| | 1937 | Williams Trinity | 21304 Bison Trail | Residential Electrical | 4/2/2015 |
| | 2043 | Canyon Electric | 21205 Mount View Circle | Residential Electrical | 4/14/2015 |
| | 2069 | Powers Electric | 7301 Bar K Ranch Road | Commercial Electrical | 5/1/2015 |
| | 2034 | Anzulda Electric | 3800 Annapolis Cove | Residential Electrical | 4/10/2015 |
| | 2024 | Live Wire Electric | 20104 Bryan Cove | Residential Electrical | 4/8/2015 |
| | 2036 | Karlson Electric | 20919 Oak Dale Dr | Minor Electrical Repairs | 4/6/2015 |
| | 1979 | Williams Trinity | 2804 Truman Cove | Residential Electrical | 4/16/2015 |
| | 1841 | Lackey Electric | 3404 American Dr #2318 | Residential Electrical | 4/23/2015 |
| | 2082 | Powers Electric | 2403 Grant Lane | Minor Electrical Repairs | 4/28/2015 |
| Mechanical Trade Permits | 1929 | Casa Mechanical | 20809 Henry Avenue | Residential Mechanical | 4/2/2015 |
| | 1982 | Casa Mechanical | 3102 Mount Vernon | Residential Mechanical | 4/2/2015 |
| | 2031 | Casa Mechanical | 7617 Turnback Ledge Trail | Residential Mechanical | 4/16/2015 |
| | 2024 | Airtime | 20104 Bryan Cove | Residential Mechanical | 4/16/2015 |
| | 2032 | Casa Mechanical | 7701 Turnback Ledge Trail | Residential Mechanical | 4/14/2015 |
| | 1945 | Big Tec A/C | 22105 Cross Timbers Bend | Residential Mechanical | 4/17/2015 |
| | 1841 | Austin Air Conditioning | 3404 American Dr #2318 | Residential Mechanical | 4/22/2015 |
| | 1949 | Casa Mechanical | 22218 Cape Travis Bend | Residential Mechanical | 4/6/2015 |
| | 2090 | AAA Air Control AC/Heating | 21002 Nocona Cove | Minor Mechancial Repairs | 4/8/2015 |
| | 2031 | Casa Mechanical | 7617 Turnback Ledge Trail | Residential Mechanical | 4/16/2015 |
| | 1996 | All Season Air | 20800 Ridgeview Road | Residential Mechanical | 4/21/2015 |
| Plumbing Trade Permits | 2072 | A, K & J Plumbing | 4011 Rockwood Drive | Residential Plumbing | 4/3/2015 |
| | 2032 | Mustang Plumbing | 7701 Turnback Ledge Trail | Residential Plumbing | 4/8/2015 |
| | 2031 | Mustang Plumbing | 7617 Turnback Ledge Trail | Residential Plumbing | 4/15/2015 |
| | 2097 | Casa Mechanical (Plumbing) | 7607 Pace Ravine Drive | Residential Plumbing | 4/27/2015 |



Permits By Type

Lago Vista

From: 04/01/2015

To: 04/30/2015

| | | | | |
|------|-------------------------|-------------------------|------------------------|-----------|
| 2082 | Coble Plumbing | 2403 Grant Lane | Minor Plumbing Repairs | 4/27/2015 |
| 2069 | Lantz Lakeside Plumbing | 7301 Bar K Ranch Road | Commerical Plumbing | 4/27/2015 |
| 2024 | Signature Plumbing | 20104 Bryan Cove | Residential Plumbing | 4/9/2015 |
| 2034 | E-R Plumbing | 3800 Annapolis Cove | Residential Plumbing | 4/10/2015 |
| 1979 | City Mechanical | 2804 Truman Cove | Residential Plumbing | 4/17/2015 |
| 2086 | Fairway Installation | 6201 Valley View Street | Minor Plumbing Repairs | 4/6/2015 |
| 2089 | Coble Plumbing | 21411 Coyote Trail | Minor Plumbing Repairs | 4/8/2015 |



City of Lago Vista Certificate of Occupancy Report

For date range 4/1/2015 through 4/30/2015

| Permit Number | Cert. Of Occupancy | Owner Name | Contractor Name | Location | Permit Type | Contract Value |
|---------------|--------------------|------------|-----------------|----------|-------------|----------------|
|---------------|--------------------|------------|-----------------|----------|-------------|----------------|

There were no C/O's issued for the month of April



Zoning and Subdivision Report

Lago Vista

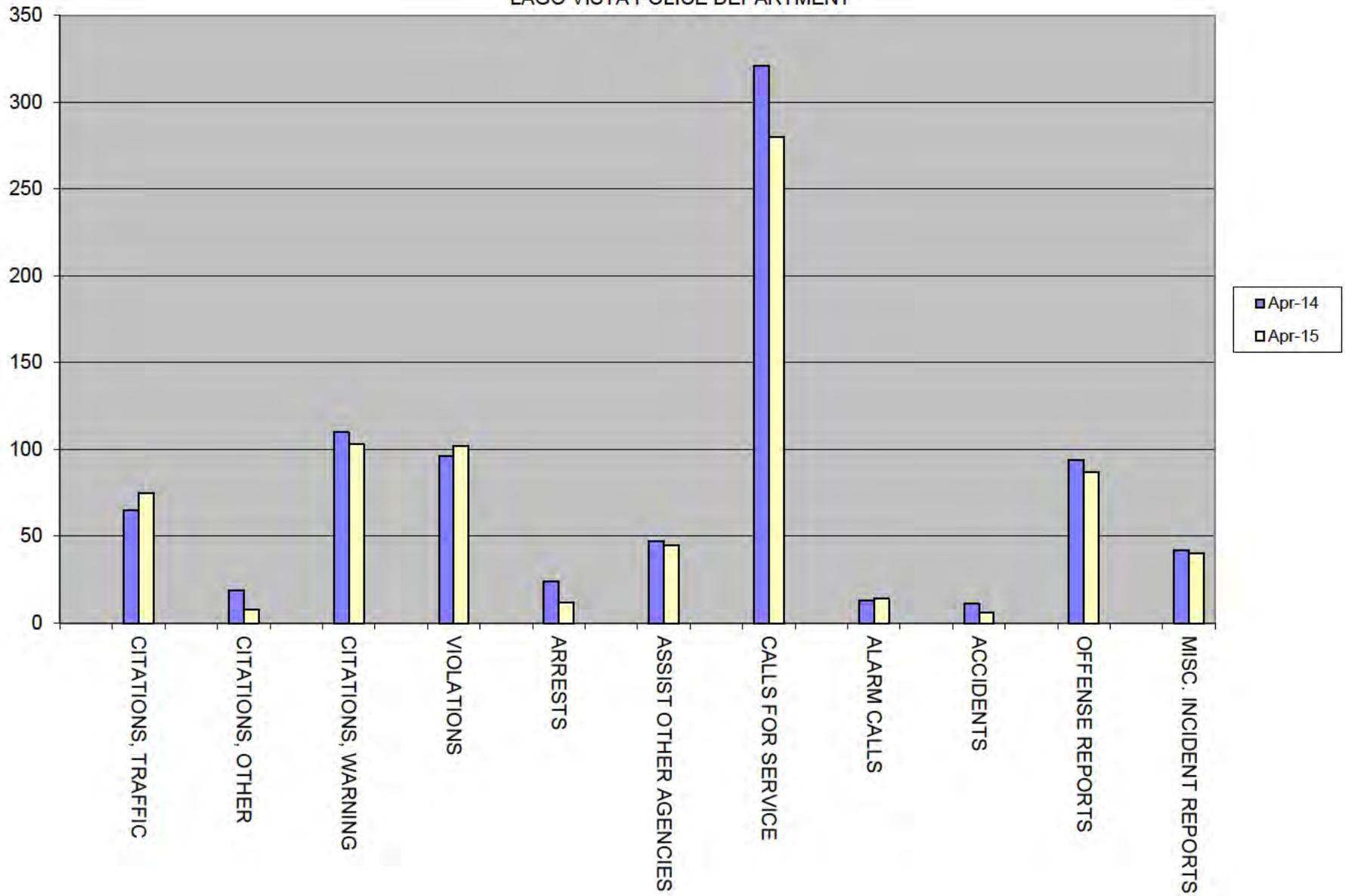
From: 04/01/2015

To: 04/30/2015

| Description | Permit | Address | Type | Creation Date |
|-------------|----------|--|---------------------------|---------------|
| Platting | SUB-1091 | 20907 Paseo de Vaca & 20908 Fawn Ridge | Amending Plat Application | 04/28/2015 |
| Zoning | ZON-1036 | 21501 Twain Cove | Special Use Permit | 04/03/2015 |
| | ZON-1037 | 20531 Highland Lake Drive | Conditional Use Permit | 04/03/2015 |
| | ZON-1038 | 9207 Bar K Ranch Road | Re-Zoning Request | 04/29/2015 |

| LAGO VISTA POLICE DEPARTMENT | | | | | | | | | | | | | | |
|-------------------------------|--------|--------|------------------------------|-------|-----|-----|-----|-----|-----|-----|-----|-----|--|--|
| MONTHLY REPORT - 2015 | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| CITATIONS | | | | | | | | | | | | | | |
| | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | | |
| Traffic | 57 | 66 | 47 | 75 | | | | | | | | | | |
| Animal | 0 | 4 | 0 | 4 | | | | | | | | | | |
| Other | 3 | 10 | 9 | 4 | | | | | | | | | | |
| Warning | 86 | 101 | 69 | 103 | | | | | | | | | | |
| Total Citations | 146 | 181 | 125 | 186 | | | | | | | | | | |
| VIOLATIONS | | | | | | | | | | | | | | |
| Traffic | 76 | 86 | 55 | 94 | | | | | | | | | | |
| Other | 3 | 19 | 12 | 8 | | | | | | | | | | |
| Total Violations | 79 | 105 | 67 | 102 | | | | | | | | | | |
| ARRESTS | | | | | | | | | | | | | | |
| | 12 | 20 | 18 | 12 | | | | | | | | | | |
| ASSIST OTHER AGENCIES | | | | | | | | | | | | | | |
| EMS | 30 | 21 | 28 | 24 | | | | | | | | | | |
| NLTRF | 2 | 5 | 7 | 9 | | | | | | | | | | |
| Other Law Enforcement | 2 | 4 | 9 | 12 | | | | | | | | | | |
| Utility Dept | 3 | 4 | 1 | 0 | | | | | | | | | | |
| Total Assist Other Agencies | 37 | 34 | 45 | 45 | | | | | | | | | | |
| CALLS FOR SERVICE | | | | | | | | | | | | | | |
| | 204 | 241 | 244 | 280 | | | | | | | | | | |
| ALARM CALLS | | | | | | | | | | | | | | |
| | 6 | 14 | 12 | 14 | | | | | | | | | | |
| FALSE ALARMS | | | | | | | | | | | | | | |
| | 6 | 14 | 12 | 14 | | | | | | | | | | |
| ANIMAL CONTROL | | | | | | | | | | | | | | |
| Animal Calls | 5 | 19 | 7 | 33 | | | | | | | | | | |
| Animal Impounds | *0 | *2 | *8 | *6 | | | | | | | | | | |
| ACCIDENTS | | | | | | | | | | | | | | |
| | 3 | 8 | 8 | 6 | | | | | | | | | | |
| OFFENSE REPORTS | | | | | | | | | | | | | | |
| | 75 | 106 | 85 | 87 | | | | | | | | | | |
| MISC. INCIDENT REPORTS | | | | | | | | | | | | | | |
| | 40 | 42 | 41 | 40 | | | | | | | | | | |
| TOTAL MILES PATROLLED | | | | | | | | | | | | | | |
| | 8,682 | 8,885 | 9,130 | 9,141 | | | | | | | | | | |
| Taken to PAWS: 0 Dogs 0 Cats | | | Taken to Vets: 0 Dogs 0 Cats | | | | | | | | | | | |
| *Kept at P.D. | 0 Dogs | 0 Cats | | | | | | | | | | | | |
| Returned to Owner: | 6 Dogs | 0 Cats | | | | | | | | | | | | |
| Taken to Town Lake | 0 Dogs | 0 Cats | | | | | | | | | | | | |
| Adopted:/Fostered | 0 Dogs | 0 Cats | | | | | | | | | | | | |
| Taken to Williamson Co Humane | 0 Dogs | 0 Cats | | | | | | | | | | | | |
| Still at P.D. Impound | 0 Dogs | 0 Cats | | | | | | | | | | | | |

APRIL
COMPARISONS
2014-2015
LAGO VISTA POLICE DEPARTMENT



| LAGO VISTA POLICE DEPARTMENT COMPARISONS BY YEAR, BY MONTH | | | | | | | | | | | | | |
|---|--------|-------|--------|-------|--------|-------|--------|-------|------|------|------|------|--|
| | JAN | | FEB | | MAR | | APR | | MAY | | JUNE | | |
| | 2014 | 2015 | 2014 | 2015 | 2014 | 2015 | 2014 | 2015 | 2014 | 2015 | 2014 | 2015 | |
| CITATIONS, TRAFFIC | 73 | 57 | 67 | 66 | 60 | 47 | 65 | 75 | | | | | |
| CITATIONS, OTHER | 7 | 3 | 18 | 14 | 8 | 9 | 19 | 8 | | | | | |
| CITATIONS, WARNING | 169 | 86 | 113 | 101 | 134 | 69 | 110 | 103 | | | | | |
| VIOLATIONS | 93 | 79 | 106 | 105 | 80 | 67 | 96 | 102 | | | | | |
| ARRESTS | 13 | 12 | 18 | 20 | 19 | 18 | 24 | 12 | | | | | |
| ASSIST OTHER AGENCIES | 54 | 37 | 38 | 34 | 26 | 45 | 47 | 45 | | | | | |
| CALLS FOR SERVICE | 282 | 204 | 220 | 241 | 184 | 244 | 321 | 280 | | | | | |
| ALARM CALLS | 11 | 6 | 8 | 14 | 7 | 12 | 13 | 14 | | | | | |
| ACCIDENTS | 9 | 3 | 7 | 8 | 9 | 8 | 11 | 6 | | | | | |
| OFFENSE REPORTS | 97 | 75 | 66 | 106 | 73 | 85 | 94 | 87 | | | | | |
| MISC. INCIDENT REPORTS | 14 | 40 | 28 | 42 | 27 | 41 | 42 | 40 | | | | | |
| TOTAL MILES PATROLED | 10,035 | 8,682 | 10,303 | 8,885 | 10,549 | 9,130 | 10,966 | 9,141 | | | | | |



City of Lago Vista

Library Services Monthly Report

| Division and Services | Oct 2014 | Nov 2014 | Dec 2014 | Jan 2015 | Feb 2015 | Mar 2015 | 6 Month Total | Apr 2015 | May 2015 | Jun 2015 | Jul 2015 | Aug 2015 | Sep 2015 | FY Total |
|-----------------------|----------|----------|----------|----------|----------|----------|---------------|----------|----------|----------|----------|----------|----------|----------|
|-----------------------|----------|----------|----------|----------|----------|----------|---------------|----------|----------|----------|----------|----------|----------|----------|

Library

| | | | | | | | | | | | | | | |
|-------------------------------------|----------|----------|----------|----------|----------|----------|-----------|----------|--|--|--|--|--|--|
| New Patrons | 30 | 20 | 30 | 45 | 55 | 52 | 232 | 50 | | | | | | |
| Patron Visits to the Library | 2,029 | 1,368 | 1,585 | 1,718 | 1,741 | 1,751 | 10,192 | 1,791 | | | | | | |
| Patrons on File | 6,498 | 6,517 | 6,539 | 6,581 | 6,628 | 6,674 | 6,674 | 6,711 | | | | | | |
| Computer Users | 555 | 355 | 447 | 504 | 461 | 461 | 2,783 | 443 | | | | | | |
| Wi-Fi Users | 71 | 38 | 36 | 31 | 46 | 28 | 250 | 35 | | | | | | |
| Children's Programs | 6 | 3 | 4 | 4 | 4 | 3 | 24 | 5 | | | | | | |
| Children's Programs Attendance | 132 | 20 | 35 | 28 | 33 | 38 | 286 | 57 | | | | | | |
| Teen Programs | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | |
| Teen Program Attendance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | |
| Adult Programs/Events | 9 | 8 | 5 | 7 | 10 | 10 | 49 | 10 | | | | | | |
| Adult Programs/Events Attendance | 84 | 45 | 23 | 31 | 323 | 51 | 557 | 57 | | | | | | |
| Adult Classes/Workshops | 4 | 2 | 6 | 8 | 8 | 9 | 37 | 9 | | | | | | |
| Adult Classes Attendance | 15 | 8 | 29 | 41 | 45 | 54 | 192 | 37 | | | | | | |
| Interlibrary Loans | 12 | 7 | 20 | 20 | 12 | 33 | 104 | 23 | | | | | | |
| Materials Circulated | 2,426 | 1,827 | 2,291 | 2,340 | 2,153 | 2,361 | 13,398 | 2,104 | | | | | | |
| Materials in Collection | 14,884 | 14,911 | 15,011 | 15,153 | 15,180 | 14,888 | 14,888 | 12,891 | | | | | | |
| Amount Saved by Patrons | \$35,016 | \$25,704 | \$31,000 | \$33,585 | \$32,322 | \$32,173 | \$189,800 | \$29,680 | | | | | | |
| Volunteer Hours | 238 | 456 | 229 | 210 | 203 | 230 | 1,566 | 246 | | | | | | |
| Friends of the Library Expenditures | \$3,329 | \$904 | \$644 | \$760 | \$451 | \$475 | \$6,563 | \$611 | | | | | | |

There are several reasons for the reduction in the number of materials in the library's collection. The staff and I did some heavy weeding of materials that were outdated, in bad condition, or had not been checked out in several years. The shelves were becoming so full that it was difficult to find room for new titles or to browse for existing titles. We sold many of the weeded materials in the May 2nd Friends of the Library Book Sale. Also, we deleted some titles that had been "missing" for some time from the collection.

HLGC & LVGC Monthly Report

Apr-15

| | 08'-09' FY Totals | 09'-10' FY Totals | 10'-11' FY Totals | 11'-12' Totals | 12'-13' FY Totals | Oct-13 | Nov-13 | Dec-13 | Jan-14 | Feb-14 | Mar-14 | Apr-14 | May-14 | Jun-14 | Jul-14 | Aug-14 | Sep-14 | 2014 YTD |
|--|----------------------|----------------------|----------------------|-------------------|----------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|
| Regular Memberships | 90 | 96 | 118 | 119 | 131 | 133 | 133 | 133 | 133 | 130 | 127 | 125 | 125 | 132 | 132 | 132 | 135 | 135 |
| Canadian Membership | | | | | | | | | | 20 | 89 | 3 | | | | | | |
| Rounds of Golf | | | | | | | | | | | | | | | | | | |
| Mulligan Play | 493 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Regular Member Play | 12,099 | 11,054 | 14,077 | 14,936 | 16,366 | 1,196 | 1,031 | 828 | 1,024 | 1,200 | 2,653 | 1,229 | 1,366 | 1,292 | 1,287 | 1,089 | 1,261 | 15,456 |
| Outside Play | 17,589 | 15,752 | 22,281 | 25,980 | 27,844 | 1,627 | 1,670 | 1,227 | 1,488 | 1,794 | 2,386 | 2,087 | 2,539 | 2,470 | 2,312 | 2,375 | 1,653 | 23,628 |
| Tournament Play | 677 | 1,079 | 1,675 | 2,164 | 1,823 | 284 | 180 | 27 | 32 | 66 | 29 | 359 | 330 | 173 | 148 | 97 | 309 | 2,034 |
| Total Rounds | 30,858 | 27,885 | 38,033 | 43,080 | 46,033 | 3,107 | 2,881 | 2,082 | 2,544 | 3,060 | 5,068 | 3,675 | 4,235 | 3,935 | 3,747 | 3,561 | 3,223 | 41,118 |
| Cart/Trail Use (Reflects paid cart usage) | 16,291 | 13,829 | 18,685 | 20,846 | 20,618 | 1,155 | 1,099 | 688 | 1,048 | 1,165 | 1,344 | 1,394 | 1,821 | 1,655 | 1,533 | 1,573 | 877 | 15,352 |
| Driving Range | 3,485 | 3,038 | 3,241 | 3,461 | 3,054 | 190 | 177 | 108 | 174 | 201 | 217 | 227 | 269 | 243 | 227 | 184 | 136 | 2,353 |

| | 13'-14' FY Totals | 14'-15' FY Totals | 15'-16' FY Totals | 16'-17' FY Totals | 17'-18' FY Totals | Oct-14 | Nov-14 | Dec-14 | Jan-15 | Feb-15 | Mar-15 | Apr-15 | May-15 | Jun-15 | Jul-15 | Aug-15 | Sep-15 | 2015 YTD |
|--|----------------------|----------------------|----------------------|----------------------|----------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|----------|----------|----------|----------|----------|---------------|
| Regular Memberships | 135 | | | | | 135 | 131 | 128 | 125 | 125 | 126 | 130 | | | | | | |
| Canadian Membership | | | | | | | | | 23 | 81 | 93 | | | | | | | |
| Rounds of Golf | | | | | | | | | | | | | | | | | | |
| Mulligan Play | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Regular Member Play | 15,456 | | | | | 1,136 | 1,082 | 1,101 | 942 | 1,069 | 2,883 | 1,190 | | | | | | 9,403 |
| Outside Play | 23,628 | | | | | 1,735 | 1,230 | 1,050 | 1,361 | 1,700 | 2,181 | 2,443 | | | | | | 11,700 |
| Tournament Play | 2,034 | | | | | 393 | 70 | 0 | 12 | 41 | 188 | 403 | | | | | | 1,107 |
| Total Rounds | 41,118 | 0 | 0 | | | 3,264 | 2,382 | 2,151 | 2,315 | 2,810 | 5,252 | 4,036 | 0 | 0 | 0 | 0 | 0 | 22,210 |
| Cart/Trail Use (Reflects paid cart usage) | 15,352 | | | | | 844 | 730 | 399 | 663 | 1,037 | 1,352 | 1,661 | | | | | | 6,686 |
| Driving Range | 2,353 | | | | | 166 | 120 | 81 | 112 | 145 | 189 | 190 | | | | | | 1,003 |

Lago Vista Golf Course Monthly Report

Apr-15

| | 08'-09' FY Totals | 09'-10' FY Totals | 10'-11' FY Totals | 11'-12' FY Totals | 12'13' FY Totals | Oct-13 | Nov-13 | Dec-13 | Jan-14 | Feb-14 | Mar-14 | Apr-14 | May-14 | Jun-14 | Jul-14 | Aug-14 | Sep-14 | 2014 YTD Totals |
|-----------------------|----------------------|----------------------|----------------------|----------------------|---------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------------|
| Regular Memberships | 90 | 96 | 118 | 119 | 133 | 133 | 133 | 133 | 133 | 130 | 127 | 125 | 125 | 132 | 132 | 132 | 135 | 135 |
| Canadian Membership | | | | | | | | | | 20 | 89 | 3 | | | | | | |
| Rounds of Golf | | | | | | | | | | | | | | | | | | |
| Mulligan Play | 493 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Regular Member Play | 12,099 | 10,001 | 7,540 | 8,790 | 9,526 | 633 | 596 | 494 | 600 | 732 | 1,381 | 720 | 772 | 724 | 808 | 587 | 758 | 8,805 |
| Outside Play | 17,589 | 14,612 | 14,017 | 16,616 | 17,890 | 1,046 | 1,156 | 780 | 989 | 1,190 | 1,590 | 1,467 | 1,622 | 1,499 | 1,429 | 1,477 | 1,018 | 15,263 |
| Tournament Play | 677 | 997 | 1,377 | 1,731 | 1,526 | 220 | 107 | 0 | 0 | 8 | 24 | 242 | 207 | 112 | 121 | 57 | 263 | 1,361 |
| Total Rounds | 30,858 | 25,610 | 22,934 | 27,137 | 28,942 | 1,899 | 1,859 | 1,274 | 1,589 | 1,930 | 2,995 | 2,429 | 2,601 | 2,335 | 2,358 | 2,121 | 2,039 | 25,429 |

| | | | | | | | | | | | | | | | | | | |
|---|--------|--------|--------|--------|--------|-----|-----|-----|-----|-----|-----|-------|-------|-------|-------|-------|-----|--------|
| Cart/Trail Use (Reflects paid cart usage) | 16,291 | 12,911 | 12,274 | 13,788 | 14,080 | 811 | 828 | 495 | 763 | 821 | 917 | 1,067 | 1,200 | 1,069 | 1,008 | 1,042 | 580 | 10,601 |
| Driving Range | 3,485 | 3,038 | 3,241 | 3,461 | 3,054 | 190 | 177 | 108 | 174 | 201 | 217 | 227 | 269 | 243 | 227 | 184 | 136 | 2,353 |

| | 13'-14' FY Totals | 14'-15' FY Totals | 15'-16' FY Totals | 16'-17' FY Totals | 17'-18' FY Totals | Oct-14 | Nov-14 | Dec-14 | Jan-15 | Feb-15 | Mar-15 | Apr-15 | May-15 | Jun-15 | Jul-15 | Aug-15 | Sep-15 | 2015 YTD Totals |
|-----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|----------|----------|----------|----------|----------|--------------------|
| Regular Memberships | 135 | | | | | 135 | 131 | 128 | 125 | 125 | 126 | 130 | | | | | | |
| Canadian Membership | | | | | | | | | 23 | 81 | 93 | | | | | | | |
| Rounds of Golf | | | | | | | | | | | | | | | | | | |
| Mulligan Play | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Regular Member Play | 8,805 | | | | | 705 | 494 | 526 | 516 | 644 | 1,688 | 656 | | | | | | 5,229 |
| Outside Play | 15,263 | | | | | 1,273 | 742 | 588 | 883 | 1,043 | 1,310 | 1,451 | | | | | | 7,290 |
| Tournament Play | 1,361 | | | | | 370 | 70 | 0 | 0 | 12 | 166 | 274 | | | | | | 892 |
| Total Rounds | 25,429 | 0 | 0 | | | 2,348 | 1,306 | 1,114 | 1,399 | 1,699 | 3,164 | 2,381 | 0 | 0 | 0 | 0 | 0 | 13,411 |

| | | | | | | | | | | | | | | | | | | |
|---|--------|--|--|--|--|-----|-----|-----|-----|-----|-----|-----|--|--|--|--|--|-------|
| Cart/Trail Use (Reflects paid cart usage) | 10,601 | | | | | 472 | 409 | 223 | 371 | 678 | 822 | 976 | | | | | | 3,951 |
| Driving Range | 2,353 | | | | | 166 | 120 | 81 | 112 | 145 | 189 | 190 | | | | | | 1,003 |

Completions

Sprayed greens for dollar spot fungus
 Fertilized Greens twice
 Repaired several sprinkler heads
 Aerified Greens
 Sprayed greens for fairy ring

On Going

Booking tournaments and outings fc
 Working diligently on advertising and promoting tournament and outside play
 Repair irrigation

Future Happenings

Repairing steps on #6
 Irrigation expansion on #18 and #4

**Highland Lakes Golf Course Monthly Report
Apr-15**

| | 10'-11' FY Totals | 11'-12-FY Totals | 12'-13'FY Totals | Oct-13 | Nov-13 | Dec-13 | Jan-14 | Feb-14 | Mar-14 | Apr-14 | May-14 | Jun-14 | Jul-14 | Aug-14 | Sep-14 | 2014 YTD Totals |
|---|----------------------|---------------------|---------------------|--------------|--------------|------------|------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------------|
| Regular Memberships | 118 | 119 | 131 | 133 | 133 | 133 | 133 | 130 | 127 | 125 | 125 | 132 | 132 | 132 | 135 | 135 |
| Canadian Membership | | | | | | | | 20 | 89 | 3 | | | | | | |
| Rounds of Golf | | | | | | | | | | | | | | | | |
| Regular Member Play | 6,537 | 6,146 | 6,786 | 563 | 435 | 334 | 424 | 468 | 1,272 | 509 | 594 | 568 | 479 | 502 | 503 | 6,651 |
| Outside Play | 8,264 | 9,364 | 10,008 | 581 | 514 | 447 | 499 | 604 | 796 | 620 | 917 | 971 | 883 | 898 | 635 | 8,365 |
| Tournament Play | 298 | 433 | 395 | 64 | 73 | 27 | 32 | 58 | 5 | 117 | 123 | 61 | 27 | 40 | 46 | 673 |
| Total Rounds | 15,099 | 15,943 | 17,189 | 1,208 | 1,022 | 808 | 955 | 1,130 | 2,073 | 1,246 | 1,614 | 1,600 | 1,389 | 1,440 | 1,184 | 15,689 |
| Cart/Trail Use (Reflects paid cart usage) | 6,903 | 7,058 | 7,221 | 344 | 271 | 193 | 285 | 344 | 427 | 327 | 621 | 586 | 525 | 531 | 297 | 4,751 |

| | 13'-14' FY Totals | 14'-15' FY Totals | 15'-16' FY Totals | Oct-14 | Nov-14 | Dec-14 | Jan-15 | Feb-15 | Mar-15 | Apr-15 | May-15 | Jun-15 | Jul-15 | Aug-15 | Sep-15 | 2015 YTD |
|---|----------------------|----------------------|----------------------|------------|--------------|--------------|------------|--------------|--------------|--------------|--------|----------|----------|----------|----------|--------------|
| Regular Memberships | 135 | | | 135 | 131 | 128 | 125 | 125 | 126 | 130 | | | | | | 0 |
| Canadian Membership | | | | | | | 23 | 81 | 93 | | | | | | | |
| Rounds of Golf | | | | | | | | | | | | | | | | |
| Regular Member Play | 6,651 | | | 431 | 588 | 575 | 426 | 425 | 1,195 | 534 | | | | | | 4,174 |
| Outside Play | 8,365 | | | 462 | 488 | 462 | 478 | 657 | 871 | 992 | | | | | | 4,410 |
| Tournament Play | 673 | | | 23 | 0 | 0 | 12 | 29 | 22 | 129 | | | | | | 215 |
| Total Rounds | 15,689 | | | 916 | 1,076 | 1,037 | 916 | 1,111 | 2,088 | 1,655 | | 0 | 0 | 0 | 0 | 8,799 |
| Cart/Trail Use (Reflects paid cart usage) | 4,751 | | | 372 | 321 | 176 | 292 | 359 | 530 | 685 | | | | | | 2,735 |

Completions

Repaired several sprinkler heads
Fertilized greens twice
Sprayed greens for dollar spot
Aerified Greens

On Going

Booking Tournaments for 2015
Working diligently on advertising and promoting tournament and outside play
Trim Trees

Future Happenings

Make #5 fairway bunker a grass bunker

CITY OF LAGO VISTA MONTHLY FINANCIAL REPORT - APRIL 2015

Security Bank:

| | | |
|--------------------------|----|------------|
| General Account | \$ | 514,313.22 |
| Utility Account | \$ | 209,140.33 |
| Accounts Payable Account | \$ | (2.48) |
| Payroll Account | \$ | - |
| F-4 Project | \$ | 1,191.29 |

Logic Investments:

| | | |
|--------------------------------|-----------|---------------------|
| Operating Reserves | \$ | 1,809,284.29 |
| Interest | \$ | 3,854.01 |
| Impact Fees | \$ | 416,431.67 |
| Interest | \$ | 75,548.72 |
| Debt Service | \$ | 707,895.45 |
| Interest | \$ | 1,058.55 |
| Retainage | \$ | 415,907.33 |
| Interest | \$ | 375.04 |
| Bed Tax | \$ | 294,155.12 |
| Interest | \$ | 17,897.60 |
| Customer Deposits | \$ | 145,580.00 |
| Interest | \$ | 1,088.63 |
| Park Fund | \$ | 5,000.00 |
| Interest | \$ | 16,472.80 |
| WULA Settlement | \$ | 364,849.29 |
| Interest | \$ | 1,598.31 |
| 2006 Certificate of Oblig | \$ | - |
| Interest | \$ | - |
| PID Offsite Utilities | \$ | 3.95 |
| Interest | \$ | 280.97 |
| Hollows/Centex LOC | \$ | 343,736.28 |
| Interest | \$ | 3,487.25 |
| LVISD Utility Improvements | \$ | 169,803.79 |
| Interest | \$ | 1,519.49 |
| Jonestown/LV/Centex | \$ | 410,330.94 |
| Interest | \$ | 1,621.75 |
| LCRA Hollows Water | \$ | 329,840.72 |
| Interest | \$ | 584.24 |
| Drought Emergency Fund | \$ | - |
| Interest | \$ | - |
| Airport Taxiway | \$ | 40,000.00 |
| Interest | \$ | 24.38 |
| Austin Boulevard Paving | \$ | 26,456.00 |
| Interest | \$ | 25.09 |
| 2014 Certificates of Obligatio | \$ | 1,497,589.85 |
| Interest | \$ | 2,517.07 |
| TOTAL | \$ | 7,829,460.94 |

| | <u>Budgeted</u> | <u>Actual Collected</u> | <u>Percent Collected</u> |
|------------------|---------------------|-------------------------|--------------------------|
| 2013-14 Taxes | \$ - | \$ 3,944,053 | 94.67% |
| Delinquent Taxes | \$ - | \$ 91,185 | 2.19% |
| Total | \$ 4,166,251 | \$ 4,035,238 | 96.86% |

Revenues for Fiscal Year:

| | | |
|------------------|-----------|---------------------|
| General Fund | \$ | 3,540,745.74 |
| Hotel Fund | \$ | 51,034.44 |
| Utility Fund | \$ | 2,438,632.29 |
| Golf Course Fund | \$ | 568,384.68 |
| | <u>\$</u> | <u>6,598,797.15</u> |

Expenditures for Fiscal Year:

| | | |
|------------------|-----------|---------------------|
| General Fund | \$ | 2,718,585.60 |
| Hotel Fund | \$ | 31,000.00 |
| Utility Fund | \$ | 2,465,247.98 |
| Golf Course Fund | \$ | 931,773.93 |
| | <u>\$</u> | <u>6,146,607.51</u> |

APRIL Interest Rates - Logic Accounts - Average = 0.1130%
 APRIL ECR Interest Rates - Security Bank Accounts = 0.250%
 APRIL Pledged Securities - Security State Bank = \$3,243,385.31

CITY OF LAGO VISTA MONTHLY FINANCIAL REPORT

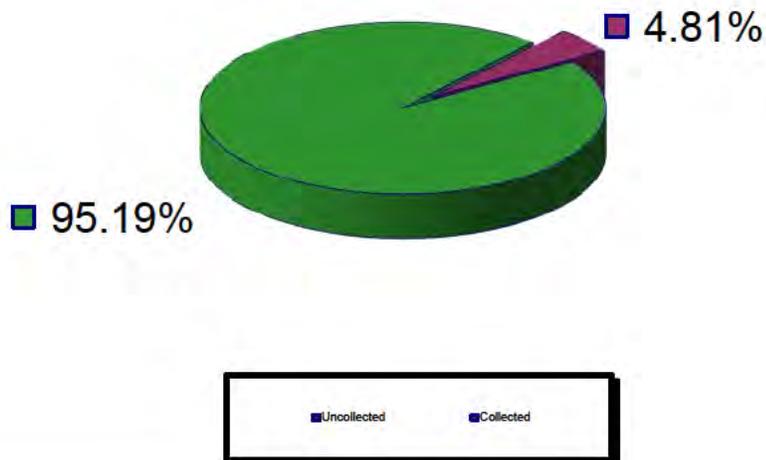
APRIL 30, 2015 - FISCAL YEAR END SEPTEMBER 30, 2015 - Ad Valorem Taxes

Ad Valorem Taxes

A 0.65 tax rate and anticipated collection rate of 100% equates to anticipated collection: \$4,170,871.98

| | | |
|---|----|--------------|
| Current Taxes for Year 2014 - Billed by Travis County Tax Office: | \$ | 4,170,871.98 |
| Tax Adjustments for Year 2014 from Travis County Tax Office: | \$ | 38,327.00 |
| Current Taxes for Year 2014 after adjustments: | \$ | 4,132,544.98 |
| Base Tax Amount Collected by Travis County Tax Office for 2014: | \$ | 3,938,182.35 |
| Base Tax Reversals for Year 2014 by Travis County Tax Office: | \$ | 4,488.67 |
| Net Base Tax Collected for Year 2014 by Travis County: | \$ | 3,933,693.68 |
| Percentage Collected: | | 95.19% |
| Amount Still Due for 2014 Taxes: | \$ | 198,851.30 |
| Penalty and Interest Collected for 2014 | \$ | 9,201.04 |
| Penalty and Interest Reversals for 2014 | \$ | (1,157.95) |
| Net Penalty and Interest Collected for 2014 by Travis County: | \$ | 10,358.99 |
| Total Amount paid to City of Lago Vista for 2014 Taxes: | \$ | 3,944,052.67 |

Taxes Collected Year to Date

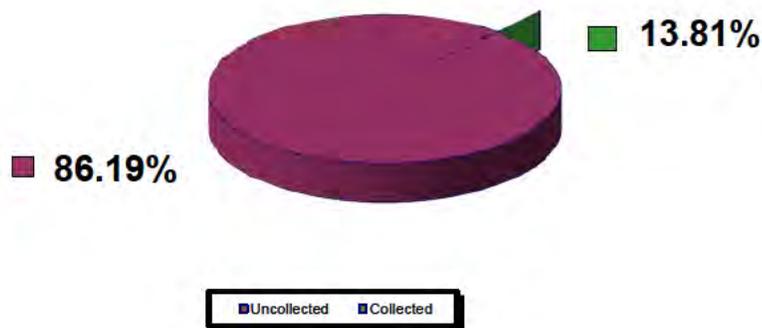


CITY OF LAGO VISTA MONTHLY FINANCIAL REPORT

As of APRIL 30, 2015 - Ad Valorem Taxes Past Due from Previous Years

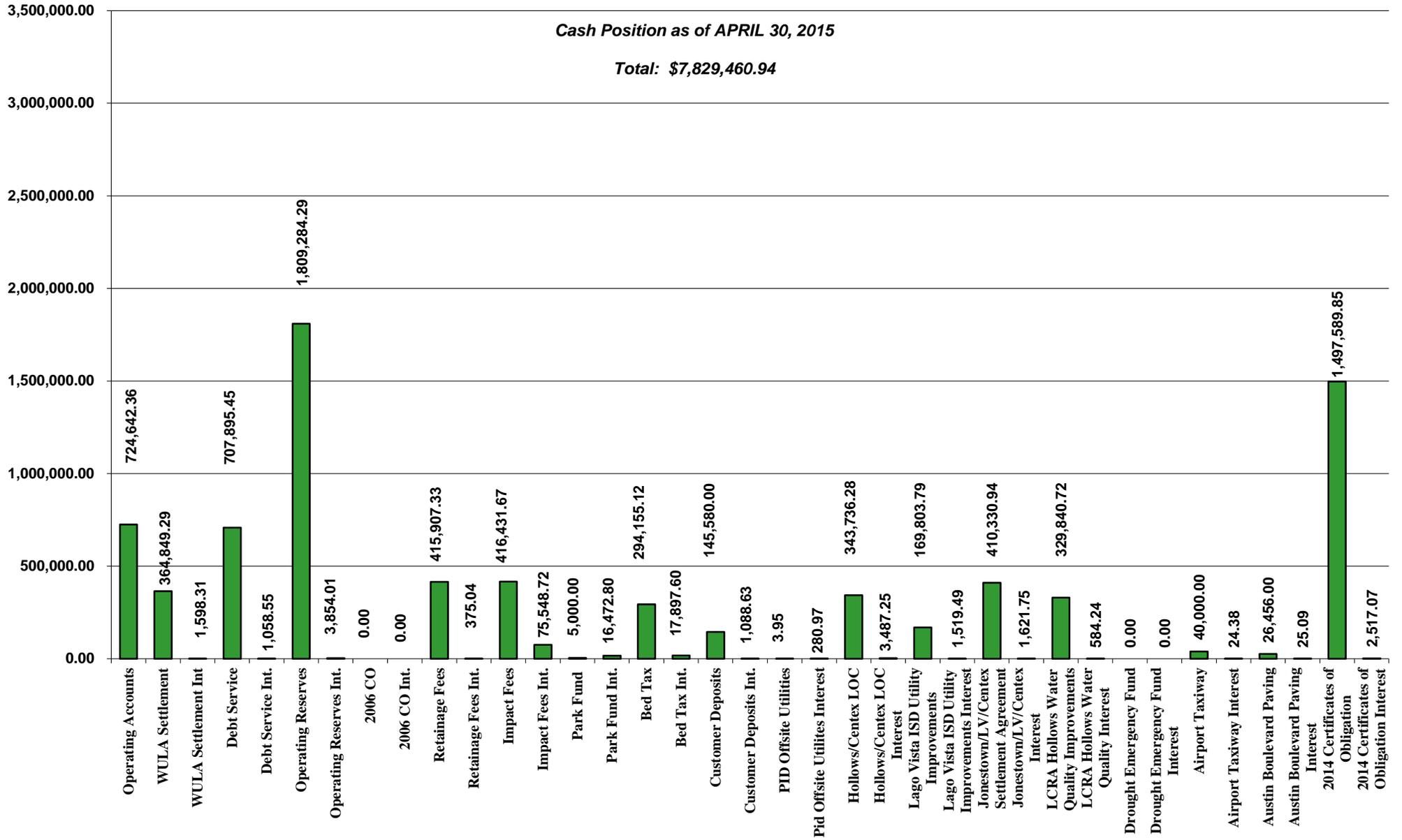
| | | |
|--|----|------------|
| Past Due Taxes from 1973 - 2013 | \$ | 538,610.61 |
| Tax Adjustments from Travis County Tax Office: | \$ | 27,615.18 |
| Past Due Taxes after adjustments: | \$ | 510,995.43 |
| Base Tax Amount Collected by Travis County Tax Office: | \$ | 71,790.21 |
| Base Tax Reversals for Past Due by Travis County Tax Office: | \$ | 1,205.34 |
| Net Base Tax Collected for Past Due by Travis County: | \$ | 70,584.87 |
| Percentage Collected: | | 13.81% |
| Amount Still Due for Past Due Taxes: | \$ | 495,443.80 |
| Penalty and Interest Collected for Past Due Amounts: | \$ | 20,593.40 |
| Penalty and Interest Reversals for Past Due Amounts: | \$ | (7.19) |
| Net Penalty and Interest Collected by Travis County: | \$ | 20,600.59 |
| Total Amount paid to City of Lago Vista for Past Due Taxes: | \$ | 91,185.46 |

Past Due Amounts Collected Year to Date



Cash Position as of APRIL 30, 2015

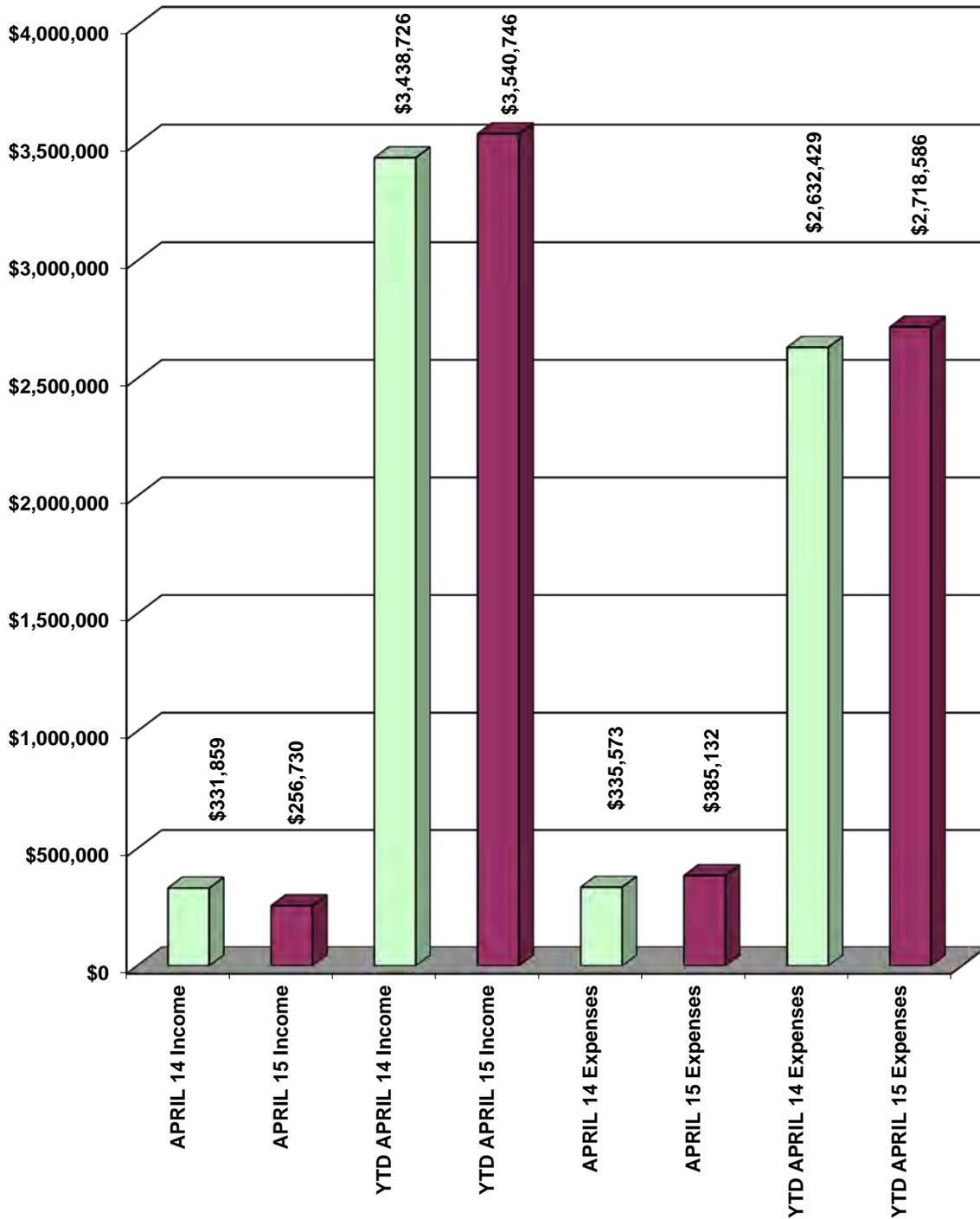
Total: \$7,829,460.94



**General Fund Monthly Income and Expense
By: Month (this Year vs Last Year)
Year to Date (this Year vs Last Year)**

2013 - 2014

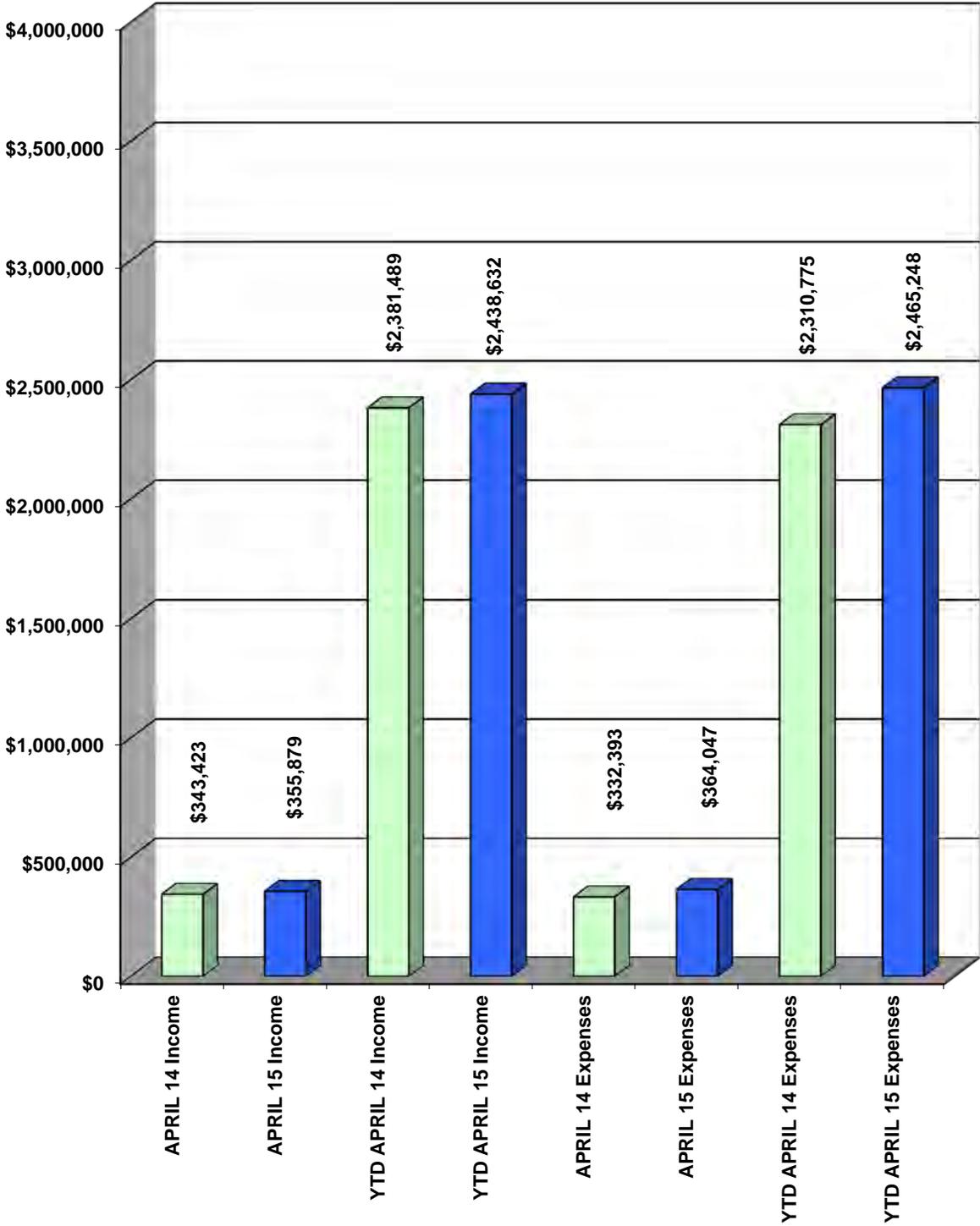
2014 - 2015

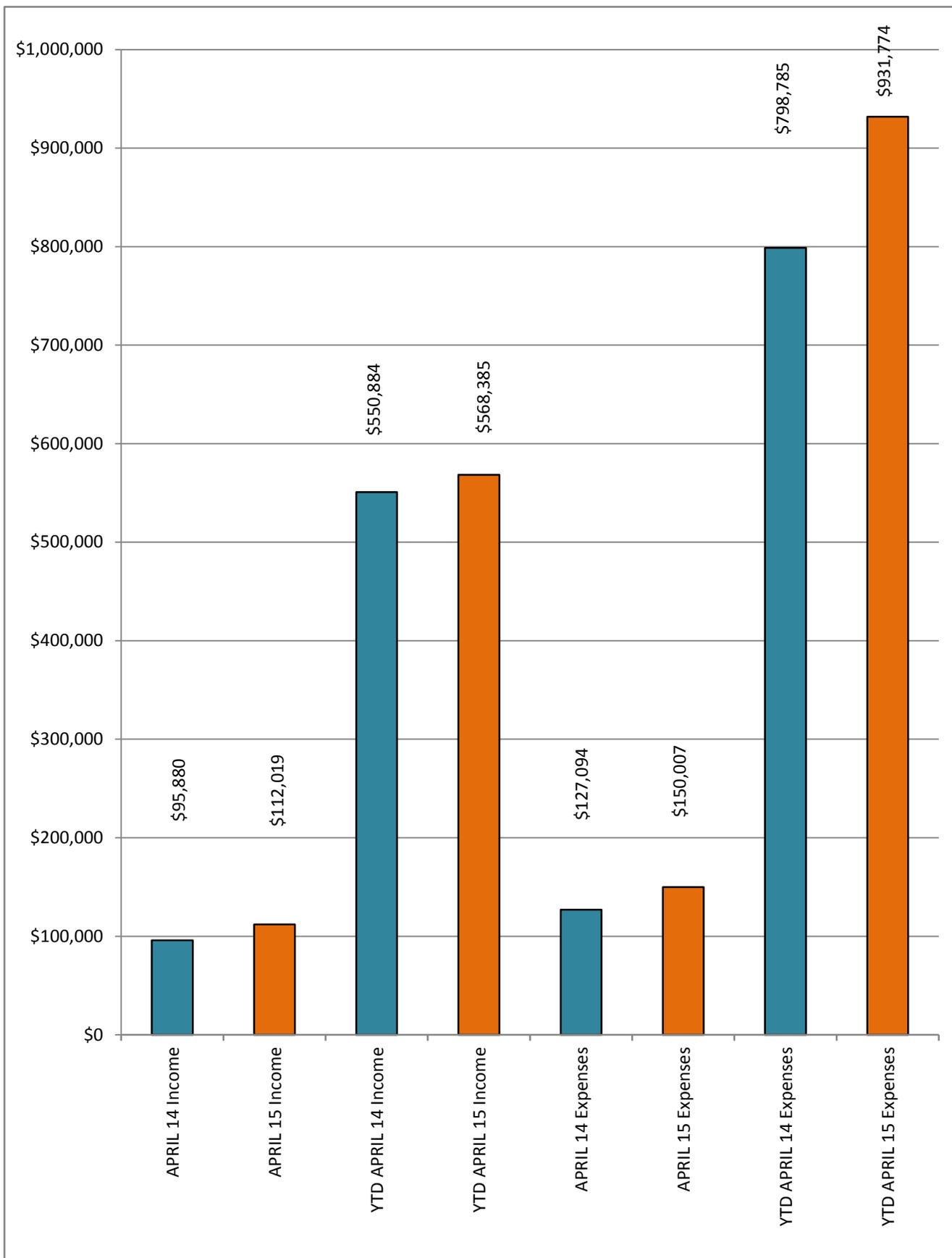


2013 - 2014

2014 - 2015

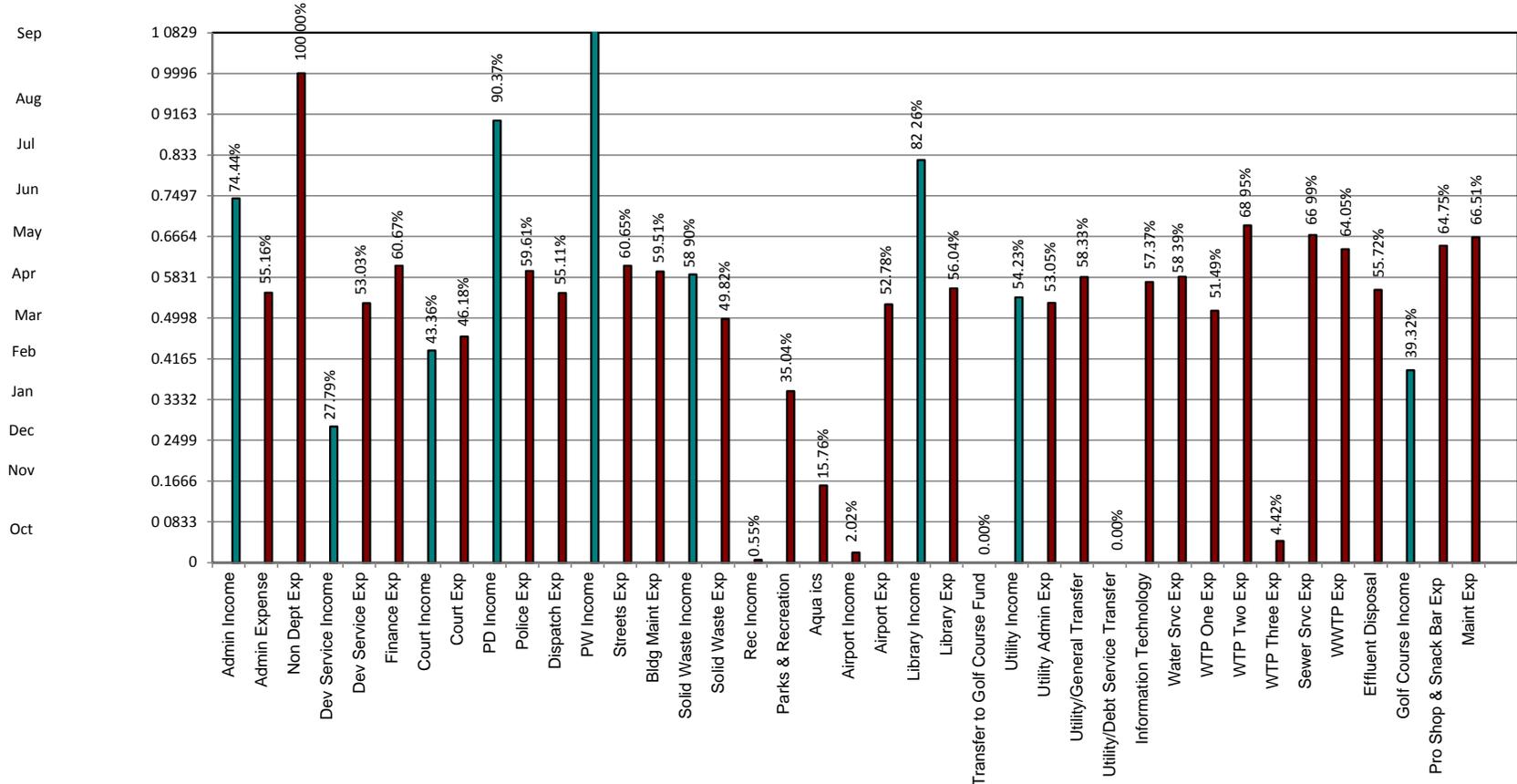
Utility Fund Monthly Income and Expenses By: Month (this year vs last year) Year to Date (this year vs last year)





Income and Expenses Budgeted vs. Actual

Budgeted Allotment Accrual



INCOME
EXPENSE

CITY OF LAGO VISTA
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2015

10 -GENERAL FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|--|----------------|----------------|---------------------|------------------|----------------|--------------|
|--|----------------|----------------|---------------------|------------------|----------------|--------------|

REVENUE SUMMARY

| | | | | | | |
|--------------------------|------------------|-------------------|---------------------|-------------|---------------------|--------------|
| 10-ADMINISTRATION | 3,973,893 | 179,505.72 | 2,958,228.22 | 0.00 | 1,015,664.78 | 74.44 |
| 11-NON DEPARTMENTAL | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 12-DEVELOPMENT SERVICES | 238,245 | 13,285.80 | 66,204.46 | 0.00 | 172,040.54 | 27.79 |
| 15-MUNICIPAL COURT | 102,282 | 5,396.02 | 44,346.84 | 0.00 | 57,935.16 | 43.36 |
| 20-POLICE DEPARTMENT | 9,887 | 606.63 | 8,934.39 | 0.00 | 952.61 | 90.37 |
| 30-PUBLIC WORKS/BUILDING | 43,553 | 0.00 | 64,659.50 | 0.00 | 21,106.50 | 148.46 |
| 31-SOLID WASTE | 668,854 | 56,497.81 | 393,951.12 | 0.00 | 274,902.88 | 58.90 |
| 35-RECREATION DEPARTMENT | 15,200 | 26.79 | 83.43 | 0.00 | 15,116.57 | 0.55 |
| 40-AVIATION DEPARTMENT | 23,500 | 0.00 | 475.61 | 0.00 | 23,024.39 | 2.02 |
| 45-LIBRARY DEPARTMENT | 4,695 | 1,410.82 | 3,862.17 | 0.00 | 832.83 | 82.26 |
| TOTAL REVENUES | 5,080,109 | 256,729.59 | 3,540,745.74 | 0.00 | 1,539,363.26 | 69.70 |

EXPENDITURE SUMMARY

10-ADMINISTRATION

| | | | | | | |
|--------------------------------|----------------|------------------|-------------------|-------------|-------------------|--------------|
| PERSONNEL SERVICES | 330,059 | 14,009.01 | 122,777.07 | 0.00 | 207,281.93 | 37.20 |
| OPERATIONS & MAINTENANCE | 80,083 | 2,215.22 | 50,589.65 | 0.00 | 29,493.35 | 63.17 |
| SUPPLIES | 4,822 | 191.86 | 3,381.99 | 0.00 | 1,440.01 | 70.14 |
| SERVICES | 149,585 | 20,401.96 | 134,628.74 | 0.00 | 14,956.26 | 90.00 |
| FIXED ASSETS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL 10-ADMINISTRATION | 564,549 | 36,818.05 | 311,377.45 | 0.00 | 253,171.55 | 55.16 |

11-NON DEPARTMENTAL

| | | | | | | |
|----------------------------------|---------------|-----------------|------------------|-------------|-------------|---------------|
| OPERATIONS & MAINTENANCE | 11,500 | 8,500.00 | 11,500.00 | 0.00 | 0.00 | 100.00 |
| TOTAL 11-NON DEPARTMENTAL | 11,500 | 8,500.00 | 11,500.00 | 0.00 | 0.00 | 100.00 |

12-DEVELOPMENT SERVICES

| | | | | | | |
|--------------------------------------|----------------|------------------|-------------------|-------------|-------------------|--------------|
| PERSONNEL SERVICES | 285,530 | 33,878.67 | 169,017.05 | 0.00 | 116,512.95 | 59.19 |
| OPERATIONS & MAINTENANCE | 44,081 | 2,579.94 | 29,940.79 | 0.00 | 14,140.21 | 67.92 |
| SUPPLIES | 11,000 | 0.00 | 1,612.90 | 0.00 | 9,387.10 | 14.66 |
| SERVICES | 167,215 | 2,111.77 | 72,001.58 | 0.00 | 95,213.42 | 43.06 |
| FIXED ASSETS | 9,007 | 0.00 | 1,510.92 | 0.00 | 7,496.08 | 16.77 |
| TOTAL 12-DEVELOPMENT SERVICES | 516,833 | 38,570.38 | 274,083.24 | 0.00 | 242,749.76 | 53.03 |

13-FINANCE

| | | | | | | |
|--------------------------|----------------|------------------|-------------------|-------------|------------------|--------------|
| PERSONNEL SERVICES | 183,453 | 21,302.49 | 118,056.61 | 0.00 | 65,396.39 | 64.35 |
| OPERATIONS & MAINTENANCE | 18,975 | 83.05 | 1,321.63 | 0.00 | 17,653.37 | 6.97 |
| SUPPLIES | 4,200 | 0.00 | 2,354.86 | 0.00 | 1,845.14 | 56.07 |
| SERVICES | 38,648 | 0.00 | 27,678.51 | 0.00 | 10,969.49 | 71.62 |
| FIXED ASSETS | 1,000 | 0.00 | 0.00 | 0.00 | 1,000.00 | 0.00 |
| TOTAL 13-FINANCE | 246,276 | 21,385.54 | 149,411.61 | 0.00 | 96,864.39 | 60.67 |

CITY OF LAGO VISTA
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2015

10 -GENERAL FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|--------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| 15-MUNICIPAL COURT | | | | | | |
| PERSONNEL SERVICES | 49,257 | 5,756.94 | 32,064.96 | 0.00 | 17,192.04 | 65.10 |
| OPERATIONS & MAINTENANCE | 8,325 | 428.53 | 2,918.59 | 0.00 | 5,406.41 | 35.06 |
| SUPPLIES | 4,250 | 138.99 | 1,338.98 | 0.00 | 2,911.02 | 31.51 |
| SERVICES | 42,270 | 2,899.73 | 11,755.75 | 0.00 | 30,514.25 | 27.81 |
| FIXED ASSETS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL 15-MUNICIPAL COURT | 104,102 | 9,224.19 | 48,078.28 | 0.00 | 56,023.72 | 46.18 |
| 20-POLICE DEPARTMENT | | | | | | |
| PERSONNEL SERVICES | 1,124,661 | 121,894.89 | 734,662.08 | 0.00 | 389,998.92 | 65.32 |
| OPERATIONS & MAINTENANCE | 133,609 | 3,732.33 | 69,299.23 | 385.57 | 63,924.20 | 52.16 |
| SUPPLIES | 62,985 | 4,685.59 | 26,214.41 | 556.09 | 36,214.50 | 42.50 |
| SERVICES | 19,869 | 3,340.72 | 9,934.68 | 0.00 | 9,934.32 | 50.00 |
| FIXED ASSETS | 113,410 | 0.00 | 25,946.38 | 0.00 | 87,463.62 | 22.88 |
| TOTAL 20-POLICE DEPARTMENT | 1,454,534 | 133,653.53 | 866,056.78 | 941.66 | 587,535.56 | 59.61 |
| 25-DISPATCHING | | | | | | |
| PERSONNEL SERVICES | 258,374 | 23,228.48 | 155,910.17 | 0.00 | 102,463.83 | 60.34 |
| OPERATIONS & MAINTENANCE | 6,429 | 101.75 | 965.22 | 0.00 | 5,463.78 | 15.01 |
| SUPPLIES | 1,300 | 0.00 | 349.83 | 54.25 | 895.92 | 31.08 |
| SERVICES | 39,247 | 5,047.70 | 10,285.20 | 0.00 | 28,961.80 | 26.21 |
| FIXED ASSETS | 2,350 | 0.00 | 2,009.57 | 0.00 | 340.43 | 85.51 |
| TOTAL 25-DISPATCHING | 307,700 | 28,377.93 | 169,519.99 | 54.25 | 138,125.76 | 55.11 |
| 30-PUBLIC WORKS STREETS | | | | | | |
| PERSONNEL SERVICES | 410,645 | 48,353.98 | 282,264.00 | 0.00 | 128,381.00 | 68.74 |
| OPERATIONS & MAINTENANCE | 144,923 | 10,271.64 | 66,356.77 | 0.00 | 78,566.23 | 45.79 |
| SUPPLIES | 97,883 | 7,256.95 | 40,569.23 | 0.00 | 57,313.77 | 41.45 |
| SERVICES | 12,640 | 112.90 | 766.90 | 0.00 | 11,873.10 | 6.07 |
| FIXED ASSETS | 61,171 | 15,633.28 | 51,163.50 | 0.00 | 10,007.50 | 83.64 |
| TOTAL 30-PUBLIC WORKS STREETS | 727,262 | 81,628.75 | 441,120.40 | 0.00 | 286,141.60 | 60.65 |
| 31-SOLID WASTE | | | | | | |
| OPERATIONS & MAINTENANCE | 3,457 | 86.26 | 1,367.01 | 0.00 | 2,089.99 | 39.54 |
| SUPPLIES | 2,000 | 249.95 | 1,118.55 | 0.00 | 881.45 | 55.93 |
| SERVICES | 538,156 | 0.00 | 266,860.56 | 0.00 | 271,295.44 | 49.59 |
| FIXED ASSETS | 2,970 | 0.00 | 2,978.85 | 0.00 | 8.85 | 100.30 |
| TOTAL 31-SOLID WASTE | 546,583 | 336.21 | 272,324.97 | 0.00 | 274,258.03 | 49.82 |
| 32-BUILDING MAINTENANCE | | | | | | |
| OPERATIONS & MAINTENANCE | 26,516 | 1,127.18 | 17,232.24 | 0.00 | 9,283.76 | 64.99 |
| SUPPLIES | 2,450 | 140.00 | 1,232.09 | 0.00 | 1,217.91 | 50.29 |
| SERVICES | 14,280 | 1,199.12 | 7,272.29 | 0.00 | 7,007.71 | 50.93 |
| TOTAL 32-BUILDING MAINTENANCE | 43,246 | 2,466.30 | 25,736.62 | 0.00 | 17,509.38 | 59.51 |

CITY OF LAGO VISTA
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2015

10 -GENERAL FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| 34-PARK & RECREATION | | | | | | |
| PERSONNEL SERVICES | 44,051 | 4,469.03 | 13,980.25 | 0.00 | 30,070.75 | 31.74 |
| OPERATIONS & MAINTENANCE | 28,751 | 1,632.49 | 13,861.64 | 0.00 | 14,889.36 | 48.21 |
| SUPPLIES | 16,965 | 373.37 | 4,406.68 | 0.00 | 12,558.32 | 25.98 |
| SERVICES | 0 | 0.00 | 4,688.53 | 0.00 (| 4,688.53) | 0.00 |
| FIXED ASSETS | 18,038 | 96.67 | 842.03 | 0.00 | 17,195.97 | 4.67 |
| TOTAL 34-PARK & RECREATION | 107,805 | 6,571.56 | 37,779.13 | 0.00 | 70,025.87 | 35.04 |
| 35-AQUATICS | | | | | | |
| PERSONNEL SERVICES | 46,583 | 0.00 | 1,138.43 | 0.00 | 45,444.57 | 2.44 |
| OPERATIONS & MAINTENANCE | 23,680 | 1,474.15 | 12,444.30 | 0.00 | 11,235.70 | 52.55 |
| SUPPLIES | 10,704 | 0.00 | 22.46 | 0.00 | 10,681.54 | 0.21 |
| SERVICES | 2,295 | 0.00 | 0.00 | 0.00 | 2,295.00 | 0.00 |
| FIXED ASSETS | 3,055 | 0.00 | 0.00 | 0.00 | 3,055.00 | 0.00 |
| TOTAL 35-AQUATICS | 86,317 | 1,474.15 | 13,605.19 | 0.00 | 72,711.81 | 15.76 |
| 40-AVIATION DEPARTMENT | | | | | | |
| PERSONNEL SERVICES | 1,772 | 161.49 | 1,316.55 | 0.00 | 455.45 | 74.30 |
| OPERATIONS & MAINTENANCE | 12,703 | 314.32 | 9,938.27 | 0.00 | 2,764.73 | 78.24 |
| SUPPLIES | 200 | 0.00 | 0.00 | 0.00 | 200.00 | 0.00 |
| SERVICES | 8,466 | 119.84 | 958.72 | 0.00 | 7,507.28 | 11.32 |
| FIXED ASSETS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL 40-AVIATION DEPARTMENT | 23,141 | 595.65 | 12,213.54 | 0.00 | 10,927.46 | 52.78 |
| 45-LIBRARY DEPARTMENT | | | | | | |
| PERSONNEL SERVICES | 127,307 | 14,053.77 | 76,682.52 | 0.00 | 50,624.48 | 60.23 |
| OPERATIONS & MAINTENANCE | 12,080 | 237.63 | 3,371.56 | 0.00 | 8,708.44 | 27.91 |
| SUPPLIES | 8,013 | 242.62 | 2,889.01 | 0.00 | 5,123.99 | 36.05 |
| SERVICES | 2,890 | 0.00 | 1,839.40 | 0.00 | 1,050.60 | 63.65 |
| FIXED ASSETS | 1,000 | 0.00 | 0.00 | 0.00 | 1,000.00 | 0.00 |
| TOTAL 45-LIBRARY DEPARTMENT | 151,290 | 14,534.02 | 84,782.49 | 0.00 | 66,507.51 | 56.04 |
| 85-DEBT SERVICE | | | | | | |
| catg 7 not used | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL 85-DEBT SERVICE | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 86-GOLF COURSE TRANSFER | | | | | | |
| FIXED ASSETS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL 86-GOLF COURSE TRANSFER | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| <hr/> | | | | | | |
| TOTAL EXPENDITURES | 4,891,138 | 384,136.26 | 2,717,589.69 | 995.91 | 2,172,552.40 | 55.58 |
| REVENUE OVER/ (UNDER) EXPENDITURES | 188,971 (| 127,406.67) | 823,156.05 (| 995.91) (| 633,189.14) | 435.07 |

CITY OF LAGO VISTA
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2015

11 -HOTEL FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|-----------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| REVENUE SUMMARY | | | | | | |
| 11-HOTEL | 80,250 | 8,797.25 | 51,034.44 | 0.00 | 29,215.56 | 63.59 |
| TOTAL REVENUES | 80,250 | 8,797.25 | 51,034.44 | 0.00 | 29,215.56 | 63.59 |
| EXPENDITURE SUMMARY | | | | | | |
| 11-HOTEL | | | | | | |
| Hotel Fund Expenses | 61,000 | 15,000.00 | 31,000.00 | 0.00 | 30,000.00 | 50.82 |
| TOTAL 11-HOTEL | 61,000 | 15,000.00 | 31,000.00 | 0.00 | 30,000.00 | 50.82 |
| TOTAL EXPENDITURES | 61,000 | 15,000.00 | 31,000.00 | 0.00 | 30,000.00 | 50.82 |
| REVENUE OVER/(UNDER) EXPENDITURES | 19,250 (| 6,202.75) | 20,034.44 | 0.00 (| 784.44) | 104.08 |

CITY OF LAGO VISTA
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2015

15 -MUNICIPAL GOLF COURSE

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|-------------------|---------------------|------------------------|---------------------|-------------------|------------------|
| REVENUE SUMMARY | | | | | | |
| 10 - PRO SHOP | 1,303,500 | 97,872.52 | 498,700.98 | 0.00 | 804,799.02 | 38.26 |
| 20 - SNACK BAR | 142,000 | 14,146.69 | 69,683.70 | 0.00 | 72,316.30 | 49.07 |
| 30 - MAINTENANCE | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL REVENUES | 1,445,500 | 112,019.21 | 568,384.68 | 0.00 | 877,115.32 | 39.32 |
| EXPENDITURE SUMMARY | | | | | | |
| PRO SHOP & SNACK BAR | | | | | | |
| PERSONNEL SERVICES | 347,817 | 38,809.91 | 206,247.58 | 0.00 | 141,569.42 | 59.30 |
| OPERATIONS & MAINTENANCE | 163,068 | 13,140.04 | 107,334.08 | 0.00 | 55,733.92 | 65.82 |
| SUPPLIES | 107,350 | 9,682.81 | 84,693.80 | 0.00 | 22,656.20 | 78.90 |
| SERVICES | 29,700 | 2,037.80 | 21,239.89 | 0.00 | 8,460.11 | 71.51 |
| FIXED ASSETS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL PRO SHOP & SNACK BAR | 647,935 | 63,670.56 | 419,515.35 | 0.00 | 228,419.65 | 64.75 |
| MAINTENANCE | | | | | | |
| PERSONNEL SERVICES | 396,146 | 52,293.54 | 274,443.18 | 0.00 | 121,702.82 | 69.28 |
| OPERATIONS & MAINTENANCE | 132,567 | 12,773.66 | 103,727.39 | 0.00 | 28,839.61 | 78.25 |
| SUPPLIES | 130,750 | 9,942.53 | 63,014.54 | 0.00 | 67,735.46 | 48.19 |
| SERVICES | 80,500 | 4,650.00 | 47,560.66 | 0.00 | 32,939.34 | 59.08 |
| FIXED ASSETS | 30,181 | 6,676.92 | 23,512.81 | 0.00 | 6,668.19 | 77.91 |
| TOTAL MAINTENANCE | 770,144 | 86,336.65 | 512,258.58 | 0.00 | 257,885.42 | 66.51 |
| TRANSFER TO DEBT SERVIC | | | | | | |
| FIXED ASSETS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL TRANSFER TO DEBT SERVIC | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| DEPRECIATION | | | | | | |
| CATG 8 NOT USED | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL DEPRECIATION | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL EXPENDITURES | 1,418,079 | 150,007.21 | 931,773.93 | 0.00 | 486,305.07 | 65.71 |
| REVENUE OVER/ (UNDER) EXPENDITURES | 27,421 (| 37,988.00) (| 363,389.25) | 0.00 | 390,810.25 | 1,325.22- |

CITY OF LAGO VISTA
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2015

20 -CAP IMPROVEMENT GEN BONDS
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|-----------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| REVENUE SUMMARY | | | | | | |
| 10-ADMINISTRATION | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL REVENUES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| EXPENDITURE SUMMARY | | | | | | |
| 20-SPORTS COMPLEX | | | | | | |
| OPERATIONS & MAINTENANCE | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| FIXED ASSETS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL 20-SPORTS COMPLEX | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL EXPENDITURES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUE OVER/(UNDER) EXPENDITURES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

CITY OF LAGO VISTA
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2015

30 -UTILITY FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| REVENUE SUMMARY | | | | | | |
| 30-CONTRIBUTION CAPITAL | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 50-GENERAL OPERATION | 58,250 | 2,309.75 | 15,587.94 | 0.00 | 42,662.06 | 26.76 |
| 60-WATER SERVICES | 2,682,224 | 207,729.74 | 1,411,242.14 | 0.00 | 1,270,981.86 | 52.61 |
| 70-SEWER SERVICES | 1,756,700 | 145,839.57 | 1,011,802.21 | 0.00 | 744,897.79 | 57.60 |
| 80-CAPITAL IMPROVEMENT | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL REVENUES | 4,497,174 | 355,879.06 | 2,438,632.29 | 0.00 | 2,058,541.71 | 54.23 |
| EXPENDITURE SUMMARY | | | | | | |
| 55-UTILITIES ADMINISTRATI | | | | | | |
| PERSONNEL SERVICES | 295,653 | 23,692.85 | 164,902.29 | 0.00 | 130,750.71 | 55.78 |
| OPERATIONS & MAINTENANCE | 46,924 | 1,496.61 | 31,270.40 | 0.00 | 15,653.60 | 66.64 |
| SUPPLIES | 26,320 | 181.16 | 9,666.38 | 0.00 | 16,653.62 | 36.73 |
| SERVICES | 67,000 | 0.00 | 25,412.34 | 0.00 | 41,587.66 | 37.93 |
| FIXED ASSETS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL 55-UTILITIES ADMINISTRATI | 435,897 | 25,370.62 | 231,251.41 | 0.00 | 204,645.59 | 53.05 |
| 56-GENERAL FUND TRANSFER | | | | | | |
| FIXED ASSETS | 1,000,000 | 83,333.33 | 583,333.31 | 0.00 | 416,666.69 | 58.33 |
| TOTAL 56-GENERAL FUND TRANSFER | 1,000,000 | 83,333.33 | 583,333.31 | 0.00 | 416,666.69 | 58.33 |
| 57-DEBT SRVCE FUND TRNSF | | | | | | |
| FIXED ASSETS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL 57-DEBT SRVCE FUND TRNSF | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 58-INFO TECHNOLOGY | | | | | | |
| PERSONNEL SERVICES | 73,335 | 13,026.07 | 44,051.85 | 0.00 | 29,283.15 | 60.07 |
| OPERATIONS & MAINTENANCE | 79,013 | 3,568.23 | 37,899.38 | 0.00 | 41,113.62 | 47.97 |
| SUPPLIES | 500 | 0.00 | 0.00 | 0.00 | 500.00 | 0.00 |
| SERVICES | 38,030 | 1,153.00 | 27,409.72 | 0.00 | 10,620.28 | 72.07 |
| FIXED ASSETS | 26,900 | 0.00 | 15,568.82 | 0.00 | 11,331.18 | 57.88 |
| TOTAL 58-INFO TECHNOLOGY | 217,778 | 17,747.30 | 124,929.77 | 0.00 | 92,848.23 | 57.37 |
| 60-WATER SERVICES | | | | | | |
| PERSONNEL SERVICES | 361,509 | 42,780.37 | 250,140.71 | 0.00 | 111,368.29 | 69.19 |
| OPERATIONS & MAINTENANCE | 174,448 | 18,895.12 | 80,624.92 | 0.00 | 93,823.08 | 46.22 |
| SUPPLIES | 65,686 | 1,857.37 | 27,924.77 | 0.00 | 37,761.23 | 42.51 |
| SERVICES | 27,127 | 0.00 | 5,566.39 | 0.00 | 21,560.61 | 20.52 |
| FIXED ASSETS | 26,132 | 2,063.57 | 18,118.57 | 0.00 | 8,013.43 | 69.33 |
| TOTAL 60-WATER SERVICES | 654,902 | 65,596.43 | 382,375.36 | 0.00 | 272,526.64 | 58.39 |

AS OF: APRIL 30TH, 2015

30 -UTILITY FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|-----------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| 65-WATER PLANT ONE | | | | | | |
| PERSONNEL SERVICES | 54,998 | 6,244.62 | 36,509.77 | 0.00 | 18,488.23 | 66.38 |
| OPERATIONS & MAINTENANCE | 170,794 | 9,786.22 | 115,122.70 | 0.00 | 55,671.30 | 67.40 |
| SUPPLIES | 83,107 | 611.13 | 30,129.97 | 30,067.21 | 22,909.82 | 72.43 |
| SERVICES | 225,336 | 3,172.14 | 87,427.42 | 0.00 | 137,908.58 | 38.80 |
| FIXED ASSETS | 48,580 | 0.00 | 832.35 | 0.00 | 47,747.65 | 1.71 |
| TOTAL 65-WATER PLANT ONE | 582,815 | 19,814.11 | 270,022.21 | 30,067.21 | 282,725.58 | 51.49 |
| 67-WATER PLANT TWO | | | | | | |
| PERSONNEL SERVICES | 71,240 | 8,303.52 | 46,034.28 | 0.00 | 25,205.72 | 64.62 |
| OPERATIONS & MAINTENANCE | 49,764 | 4,770.58 | 50,539.84 | 0.00 (| 775.84) | 101.56 |
| SUPPLIES | 23,640 | 485.21 | 7,744.61 | 0.00 | 15,895.39 | 32.76 |
| SERVICES | 55,135 | 2,696.77 | 44,119.27 | 0.00 | 11,015.73 | 80.02 |
| FIXED ASSETS | 15,500 | 0.00 | 0.00 | 0.00 | 15,500.00 | 0.00 |
| TOTAL 67-WATER PLANT TWO | 215,279 | 16,256.08 | 148,438.00 | 0.00 | 66,841.00 | 68.95 |
| 69-WATER PLANT THREE | | | | | | |
| PERSONNEL SERVICES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| OPERATIONS & MAINTENANCE | 66,231 | 1,148.42 | 2,203.70 | 0.00 | 64,027.30 | 3.33 |
| SUPPLIES | 69,890 | 0.00 | 0.00 | 0.00 | 69,890.00 | 0.00 |
| SERVICES | 97,997 | 144.00 | 6,288.00 | 0.00 | 91,709.00 | 6.42 |
| FIXED ASSETS | 4,104 | 2,040.22 | 2,040.22 | 0.00 | 2,063.78 | 49.71 |
| TOTAL 69-WATER PLANT THREE | 238,222 | 3,332.64 | 10,531.92 | 0.00 | 227,690.08 | 4.42 |
| 70-SEWER SERVICES | | | | | | |
| PERSONNEL SERVICES | 180,950 | 15,855.17 | 109,314.01 | 0.00 | 71,635.99 | 60.41 |
| OPERATIONS & MAINTENANCE | 153,186 | 6,969.66 | 121,329.06 | 0.00 | 31,856.94 | 79.20 |
| SUPPLIES | 67,621 | 725.14 | 31,891.54 | 0.00 | 35,729.46 | 47.16 |
| SERVICES | 10,119 | 1,104.00 | 12,162.81 | 0.00 (| 2,043.81) | 120.20 |
| FIXED ASSETS | 15,089 | 3,772.13 | 11,316.39 | 0.00 | 3,772.61 | 75.00 |
| TOTAL 70-SEWER SERVICES | 426,965 | 28,426.10 | 286,013.81 | 0.00 | 140,951.19 | 66.99 |
| 75-SEWER PLANT | | | | | | |
| PERSONNEL SERVICES | 123,800 | 15,368.75 | 84,527.79 | 0.00 | 39,272.21 | 68.28 |
| OPERATIONS & MAINTENANCE | 108,492 | 19,782.99 | 72,008.38 | 0.00 | 36,483.62 | 66.37 |
| SUPPLIES | 22,873 | 963.43 | 12,913.30 | 213.85 | 9,745.85 | 57.39 |
| SERVICES | 62,992 | 16,544.01 | 39,904.28 | 0.00 | 23,087.72 | 63.35 |
| FIXED ASSETS | 9,025 | 0.00 | 0.00 | 0.00 | 9,025.00 | 0.00 |
| TOTAL 75-SEWER PLANT | 327,182 | 52,659.18 | 209,353.75 | 213.85 | 117,614.40 | 64.05 |
| 77-EFFLUENT DISPOSAL | | | | | | |
| PERSONNEL SERVICES | 154,336 | 15,322.99 | 91,194.15 | 0.00 | 63,141.85 | 59.09 |
| OPERATIONS & MAINTENANCE | 91,683 | 5,042.64 | 30,454.68 | 0.00 | 61,228.32 | 33.22 |
| SUPPLIES | 40,232 | 384.87 | 22,691.16 | 0.00 | 17,540.84 | 56.40 |
| SERVICES | 17,834 | 480.00 | 3,072.00 | 0.00 | 14,762.00 | 17.23 |
| FIXED ASSETS | 34,589 | 0.00 | 41,305.39 | 0.00 (| 6,716.39) | 119.42 |
| TOTAL 77-EFFLUENT DISPOSAL | 338,674 | 21,230.50 | 188,717.38 | 0.00 | 149,956.62 | 55.72 |

CITY OF LAGO VISTA
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2015

30 -UTILITY FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| 85-DEBT SERVICE | | | | | | |
| DEPRECIATION | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL 85-DEBT SERVICE | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL EXPENDITURES | 4,437,714 | 333,766.29 | 2,434,966.92 | 30,281.06 | 1,972,466.02 | 55.55 |
| REVENUE OVER/ (UNDER) EXPENDITURES | 59,460 | 22,112.77 | 3,665.37 (| 30,281.06) | 86,075.69 | 44.76- |

CITY OF LAGO VISTA
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2015

40 -CAP IMPROVEMENT UTL BONDS

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|-----------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| REVENUE SUMMARY | | | | | | |
| 80-CAPITAL IMPROVEMENT | 0 | 342.28 | 4,650.52 | 0.00 (| 4,650.52) | 0.00 |
| TOTAL REVENUES | 0 | 342.28 | 4,650.52 | 0.00 (| 4,650.52) | 0.00 |
| EXPENDITURE SUMMARY | | | | | | |
| 80-CAPITAL IMPROVEMENT | | | | | | |
| PERSONNEL SERVICES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| OPERATIONS & MAINTENANCE | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2000 CERT OF OB | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2003 CERT OF OB | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2006 CERT OF OB | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2008 CERT OF OB | 11,577,974 | 57,875.27 | 6,329,240.20 | 0.00 | 5,248,733.80 | 54.67 |
| TOTAL 80-CAPITAL IMPROVEMENT | 11,577,974 | 57,875.27 | 6,329,240.20 | 0.00 | 5,248,733.80 | 54.67 |
| TOTAL EXPENDITURES | 11,577,974 | 57,875.27 | 6,329,240.20 | 0.00 | 5,248,733.80 | 54.67 |
| REVENUE OVER/(UNDER) EXPENDITURES | (11,577,974) (| 57,532.99) (| 6,324,589.68) | 0.00 (| 5,253,384.32) | 54.63 |

CITY OF LAGO VISTA
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2015

42 -IMPACT FEE FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| REVENUE SUMMARY | | | | | | |
| 50- INVESTMENT INTEREST | 0 | 45.54 | 249.98 | 0.00 (| 249.98) | 0.00 |
| 60-WATER IMPACT REVENUE | 0 | 24,000.00 | 63,250.00 | 0.00 (| 63,250.00) | 0.00 |
| 70-SEWER IMPACT REVENUE | 0 | 14,805.00 | 53,170.00 | 0.00 (| 53,170.00) | 0.00 |
| TOTAL REVENUES | 0 | 38,850.54 | 116,669.98 | 0.00 (| 116,669.98) | 0.00 |
| EXPENDITURE SUMMARY | | | | | | |
| 10-IMPACT FEE ADMIN | | | | | | |
| SERVICES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL 10-IMPACT FEE ADMIN | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 60-IMPACT FEE WATER | | | | | | |
| SERVICES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL 60-IMPACT FEE WATER | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 70-IMPACT FEE SEWER | | | | | | |
| SERVICES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL 70-IMPACT FEE SEWER | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL EXPENDITURES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUE OVER/ (UNDER) EXPENDITURES | 0 | 38,850.54 | 116,669.98 | 0.00 (| 116,669.98) | 0.00 |

CITY OF LAGO VISTA
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2015

43 -PARKLAND FEE FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| REVENUE SUMMARY | | | | | | |
| 43 PARK FUND | 25 | 2.04 | 11.66 | 0.00 | 13.34 | 46.64 |
| TOTAL REVENUES | 25 | 2.04 | 11.66 | 0.00 | 13.34 | 46.64 |
| EXPENDITURE SUMMARY | | | | | | |
| 43 PARK FUND | | | | | | |
| OPERATIONS & MAINTENANCE | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| SERVICES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| FIXED ASSETS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL 43 PARK FUND | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL EXPENDITURES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUE OVER/ (UNDER) EXPENDITURES | 25 | 2.04 | 11.66 | 0.00 | 13.34 | 46.64 |

CITY OF LAGO VISTA
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2015

46 -THE HOLLOWS-CENTEX DESTIN
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| REVENUE SUMMARY | | | | | | |
| 10-ADMINISTRATION | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL REVENUES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| EXPENDITURE SUMMARY | | | | | | |
| 10-ADMINISTRATION | | | | | | |
| OPERATIONS & MAINTENANCE | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| SERVICES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL 10-ADMINISTRATION | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL EXPENDITURES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUE OVER/ (UNDER) EXPENDITURES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

CITY OF LAGO VISTA
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2015

50 -DEBT SERVICE
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| REVENUE SUMMARY | | | | | | |
| 80-ACCUMULATED INTEREST | 30,280 | 65.22 | 248.65 | 0.00 | 30,031.35 | 0.82 |
| 85-AD VALOREM & OTHER | 2,968,386 | 24,199.07 | 2,077,533.35 | 0.00 | 890,852.65 | 69.99 |
| TOTAL REVENUES | 2,998,666 | 24,264.29 | 2,077,782.00 | 0.00 | 920,884.00 | 69.29 |
| EXPENDITURE SUMMARY | | | | | | |
| 80-ACCUMULATED INTEREST | | | | | | |
| LEASE PURCHASE | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL 80-ACCUMULATED INTEREST | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 85-AD VALOREM & OTHER | | | | | | |
| OPERATIONS & MAINTENANCE | 3,000 | 0.00 | 1,450.00 | 0.00 | 1,550.00 | 48.33 |
| LEASE PURCHASE | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| AUDITOR ADJ | 0 | 0.00 | 41.76 | 0.00 | (41.76) | 0.00 |
| FIXED ASSETS | 2,995,667 | 0.00 | 1,443,380.76 | 0.00 | 1,552,286.24 | 48.18 |
| TOTAL 85-AD VALOREM & OTHER | 2,998,667 | 0.00 | 1,444,872.52 | 0.00 | 1,553,794.48 | 48.18 |
| TOTAL EXPENDITURES | 2,998,667 | 0.00 | 1,444,872.52 | 0.00 | 1,553,794.48 | 48.18 |
| REVENUE OVER/ (UNDER) EXPENDITURES | (1) | 24,264.29 | 632,909.48 | 0.00 | (632,910.48) | 948.00- |

CITY OF LAGO VISTA
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2015

90 -GENERAL FIXED ASSETS
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| REVENUE SUMMARY | | | | | | |
| TOTAL REVENUES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| EXPENDITURE SUMMARY | | | | | | |
| TOTAL EXPENDITURES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUE OVER/ (UNDER) EXPENDITURES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

CITY OF LAGO VISTA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2015

95 -GENERAL LONG-TERM DEBT

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| REVENUE SUMMARY | | | | | | |
| TOTAL REVENUES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| EXPENDITURE SUMMARY | | | | | | |
| TOTAL EXPENDITURES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUE OVER/ (UNDER) EXPENDITURES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

CITY OF LAGO VISTA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2015

98 -PAYROLL CLEARING ACCOUNT

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| REVENUE SUMMARY | | | | | | |
| TOTAL REVENUES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| EXPENDITURE SUMMARY | | | | | | |
| TOTAL EXPENDITURES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUE OVER/ (UNDER) EXPENDITURES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

CITY OF LAGO VISTA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2015

99 -DISBURSEMENT ACCOUNT
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|------------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| REVENUE SUMMARY | | | | | | |
| TOTAL REVENUES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| EXPENDITURE SUMMARY | | | | | | |
| TOTAL EXPENDITURES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUE OVER/ (UNDER) EXPENDITURES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

26. Reports/Minutes from City Boards, Committees and Commissions
 - a. April 23, 2015 Planning and Zoning Commission Spec Meeting minutes
 - b. KLVB Report 14May15

MINUTES
Thursday, April 23rd, 2015 Regular Meeting
Planning and Zoning Commission
City of Lago Vista

Chair Tara Griffin called the meeting to order at 7:00 P.M. in the Council Chambers at the City Municipal Building, 5803 Thunderbird Lago Vista, Texas. Members present were Tara Griffin, Jim Moss, Vernon Reher, Gary Zaleski, Andy White, Paul Smith and Richard Brown. Development Services Director David Harrell, City Council Liaison Dale Mitchell and Development Services Secretary Sherry McCurdy were also present.

PUBLIC COMMENTS FOR NON-HEARING RELATED ITEMS.

There were no public comments.

CONSENT AGENDA

- 1. Consider Approval of the Following Minutes:**
 - A. March 5, 2015 Impact Fee Advisory Minutes**
 - B. March 12, 2015 Planning and Zoning Commission Minutes**

On a motion by Jim Moss and seconded by Vernon Reher the Planning and Zoning Commission unanimously approved the minutes of March 5, 2015 Impact Fee Advisory Minutes and March 12, 2015 Planning and Zoning Commission Minutes.

PUBLIC HEARING

1. ZON-1036-Consideration of a Special Exception at 21501 Twain Cv. (Highland Lakes Estates Section 25, Lot 25011) in order to allow an increase in height to 31.5' from 25' for a new single family home (Chapter 14, Table A, City Code).

David Harrell gave a staff presentation explaining the Special Exception request. He explained that it is required that all Commission members visit the site. He reported that staff does not believe that higher height request of 6.5 feet would block views. Staff recommends approval of request.

Tara Griffin requested a roll call of members that had visited the site. All members visited with the exception of Paul Smith. She noted that Mr. Smith would not be eligible to vote.

Dirk Dromgoole, applicant, stated they have been working with a consultant to build an energy efficient home. He explained the reason they are requesting a taller home is that two story homes are more efficient.

Tara Griffin opened the Public Hearing at 7:12PM.

Jim Walzak residing at 21600 Boggy Ford Road stated he saw the ridge pole being constructed and found out the meeting was taking place by the sign that was posted on the property. He questioned why we set an ordinance and then allowed an exception to it.

Tara Griffin explained that the Exception process.

Dale Mitchell also addressed Mr. Walzak explaining the process and time the Planning and Zoning Commission had taken in getting the Special Exception process in place.

Tara Griffin closed the Public Hearing at 7:15PM.

The Planning and Zoning Commission, David Harrell, Dale Mitchell, and Mr. and Ms. Dromgoole had a discussion regarding deed restrictions, views, R-4 Zoning height restrictions, slab height, location of ridge pole on the property, property ownership, and architectural design.

On a motion by Vernon Reher and seconded by Andy White the Planning and Zoning Commission voted unanimously (6 ayes with Paul Smith not qualified to vote) to approve ZON-1036 for a Special Exception at 21501 Twain Cove (Highland Lakes Estates Section 25, Lot 25011 in order to allow an increase in height to 31.5' from 25' for a new single family home (Chapter 14, Table A, City Code).

BUSINESS ITEMS

1. Discussion of Rotating Members to City Council Meetings.

Jim Moss handed out a form with questions/concerns regarding having a Planning and Zoning Representative attend City Council Meetings.

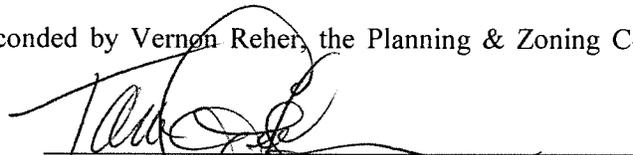
The Planning and Zoning Commission, David Harrell, and Dale Mitchell held a discussion regarding the possibility of having a representative from the Commission attend the City Council meetings. Topics discussed included the possibility of joint workshops, future communication with the Lago Vista Independent School District, work to be done involving the Comprehensive Master Plan and the possibility of the Commission giving presentations at the City Council meetings.

The Commission decided instead of rotating Planning and Zoning members to attend the City Council Meetings, a copy of the City Council minutes will be included in the Planning & Zoning Packets. It was discussed that any Planning and Zoning members may attend all City Council meetings as an unofficial presence in an individual capacity.

FUTURE AGENDA ITEMS

There were no Future Agenda Items due to this being a Special Meeting.

On a motion by Tara Griffin and seconded by Vernon Reher, the Planning & Zoning Commission meeting adjourned at 8:05 PM.


Tara Griffin, Chair


Sherry McCurdy, Development Services Secretary

On a motion by Paul Smith, seconded by Andy White,
the above and foregoing instrument was passed and approved this 14th day of May, 2015.

KLVB REPORT

May 14, 2015

1. Treasurer's report. \$8,924.26 in balance.
 - Received \$500 grant from Women's Club.
 - Banner invoice for over \$900 not received.
 - \$500 approved for city rain barrels not spent.
2. KLVB took up collection from members present for July 4th event. No KLVB fund to be spent.
3. Committee and project updates and reports.
 - a. Banners. KLVB approved schedule of banner change dates to be presented to city manager.
 - b. KLVB/community sign improvement program. The city has approved the color paint. Two signs to be painted. Other signs pending city action.
 - c. Trash Off. \$120 spent. 104 volunteers participated. 165 bags and 2,900 pounds of litter picked up by volunteers. 57 miles of roads cleaned. 400 pounds of electronics, 91.45 tons or 460 cubic yards of household waste, 800 cubic yards of brush, and 28,680 yards of metal collected at Ming Rd. site. James Lebanc and his crew worked very hard and well.
 - d. Rain water harvesting demonstration at city hall. Approved moving demonstration from city hall to library. To consider rain barrels at city hall and KLVB funding at next meeting.
 - e. Adopt-a-Street. 31 more people added to program since end of March.
 - f. Veteran's Park. Lions Club to donate veteran's monument to city.

FUTURE MEETINGS

27. Consider schedule and items for future Council meetings.

EXECUTIVE SESSION

28. Convene into executive session pursuant to Sections 551.071, 551.072 and/or 551.074 Texas Government Code, and/or Section 1.05, Texas Disciplinary Rules of Professional Conduct, regarding;

- a) Consultation with attorney regarding claims or possible claims arising in Cause No. D-1-GN-13-002224, James Otwell v. City of Lago Vista, filed in the 98th Judicial District in Travis County, Texas;
- b) Consultation with attorney regarding claim or possible claim related to easements;
- c) Consultation with attorney regarding claims or possible claims concerning city facilities.

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

29. Reconvene from executive session into open session to take action as deemed appropriate in the City Council's discretion regarding;
 - a) Claims or possible claims arising in Cause No. D-1-GN-13-002224, James Otwell v. City of Lago Vista, filed in the 98th Judicial District in Travis County, Texas;
 - b) Claim or possible claim related to easements;
 - c) Claims or possible claims concerning city facilities.