



# The City of Lago Vista

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

## **AGENDA CITY COUNCIL SPECIAL CALLED MEETING THURSDAY, NOVEMBER 3, 2016**

**NOTICE IS HEREBY GIVEN** that the Lago Vista City Council will hold a Special Called Meeting on Thursday, November 3, 2016, beginning at 6:30 p.m. in the Library Meeting Room, 5803 Thunderbird, Suite 40, 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, PLEDGE OF ALLEGIANCE**

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

### **ACTION ITEMS**

1. Discussion and consideration of Ordinance No. 16-11-03-01; An Ordinance by the City Council of the City of Lago Vista, Texas, disbanding the Golf Course Advisory Committee of the City; repealing all conflicting Ordinance; providing for a severability clause and an effective date.
2. Discussion and consideration of Resolution No. 16-1664; A Resolution by the City Council of the City of Lago Vista, Texas establishing a formalized process designating department responsibility for monitoring appointed Board vacancies, minimum advertising standards of Board vacancies, retention of appointed Board applications by City, steps to follow when vacancy occurs on appointed Boards.
3. Report, discussion and consideration of Resolution No. 16-1665; A Resolution by the City Council of the City of Lago Vista, Texas approving the first amendment to the Restated Development Agreement for Tessera on Lake Travis, the Bill of Sale Conveyance and Assignment and the letter agreement.

### **WORK SESSION**

4. Report Concerning the Refunding of \$5.685M Taxable and Tax-Exempt Bonds.
5. Workshop to provide input and information concerning proposed new electronic City sign.

6. Workshop to provide input and information concerning proposed code changes to the Sign Code.
7. Discussion Concerning Establishment of a City of Lago Vista Economic Development Committee.
8. September Financials

#### **FUTURE MEETINGS**

9. Consider schedule and items for future Council meetings.

#### **EXECUTIVE SESSION**

10. Convene into Executive Session pursuant to Sections 551.071 (Advice of Counsel), 551.072 (Real Property), 551.087 (Economic Development), Texas Government Code and Section 1.05 Texas Disciplinary Rules of Professional Conduct regarding:
  - A. Consultation with legal counsel regarding LVISD subsequent user fees and questions related to payment thereof.
  - B. Consultation with legal counsel regarding Rusty Allen Airport plans and possible revisions thereto.
  - C. Consultation with legal counsel regarding Economic Analysis of golf facilities within the City.
  - D. Consultation with legal counsel regarding Walters Wedding and Real Property issues and questions related to acquisition, sale or lease.
  - E. Consultation with legal counsel regarding claims or possible claims or contractual claims or possible claims or charges, and issues and questions related thereto.

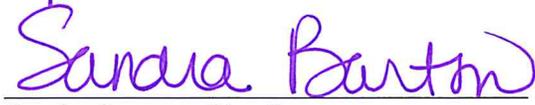
#### **ACTION ITEMS** (action and/or a vote may be taken on the following agenda items):

11. Reconvene from Executive Session into open session to take action as deemed appropriate in City Council's discretion regarding:
  - A. Consultation with legal counsel regarding LVISD subsequent user fees and questions related to payment thereof.
  - B. Consultation with legal counsel regarding Rusty Allen Airport plans and possible revisions thereto.
  - C. Consultation with legal counsel regarding Economic Analysis of golf facilities within the City.

- D. Consultation with legal counsel regarding Walters Wedding and Real Property issues and questions related to acquisition, sale or lease.
- E. Consultation with legal counsel regarding claims or possible claims or contractual claims or possible claims or charges, and issues and questions related thereto.

**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 2:55 p.m. on the 28<sup>th</sup> day of October, 2016.

  
Sandra Barton, City Secretary

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

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

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

**REMOVED FROM  
BULLETIN BOARD:**

Date: \_\_\_\_\_

Time: \_\_\_\_\_

By: \_\_\_\_\_

**MEETING DATE:** November 3, 2016

**CALL TO ORDER:**

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

Comments:

**ADJOURN:**

**TURN RECORDER OFF**

**Motion by:** \_\_\_\_\_

**Seconded by:** \_\_\_\_\_

**Content of Motion:** \_\_\_\_\_

\_\_\_\_\_

**Vote:** \_\_\_\_\_; Sullivan \_\_\_\_\_; Tidwell \_\_\_\_\_; R. Smith \_\_\_\_\_;

Mitchell \_\_\_\_\_; S. Smith \_\_\_\_\_; Bland \_\_\_\_\_

**Motion Carried:** Yes \_\_\_\_\_; No \_\_\_\_\_

**MEETING DATE: November 3, 2016**

**AGENDA ITEM: CITIZEN COMMENTS**

**Comments:**

**Motion by:** \_\_\_\_\_

**Seconded by:** \_\_\_\_\_

**Content of Motion:** \_\_\_\_\_

\_\_\_\_\_

**Vote:** \_\_\_\_\_; **Sullivan** \_\_\_\_\_, **Tidwell** \_\_\_\_\_; **R. Smith** \_\_\_\_\_;

**Mitchell** \_\_\_\_\_; **S. Smith** \_\_\_\_\_; **Bland** \_\_\_\_\_

**Motion Carried:** **Yes** \_\_\_\_\_; **No** \_\_\_\_\_



**AGENDA ITEM**

City of Lago Vista

**To:** Mayor & City Council Council Meeting: November 3, 2016

**From:** Melissa Byrne Vossmer, City Manager

**Subject:** Discussion and Consideration of Ordinance No. 16-11-03-01, AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, DISBANDING THE GOLF COURSE ADVISORY COMMITTEE OF THE CITY; REPEALING ALL CONFLICTING ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE

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

**EXECUTIVE SUMMARY:**

At the October 20, 2016 Council Meeting Council discussed the Golf Course Advisory Committee (GCAC). As a result of that discussion, Staff was asked to place an action item on the November 3 City Council agenda providing the Council the opportunity to consider and take action concerning the GCAC. Staff followed-up for further clarification and was asked to include the draft of the necessary ordinance to dis-band the GCAC. Attached is the Ordinance that effectively dis-bands the GCAC established in April, 2015.

**Impact if Approved:**

**The GCAC is dis-banded and will no longer function as an Advisory Committee to the City.**

**Impact if Denied:**

**The GCAC remains intact and continues to function as an Advisory Committee to the City.**

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

**Indicate Funding Source:**

N/A

**Suggested Motion/Recommendation/Action**

**Motion to:**           

**Motion to:**           

**Motion to:**           

**Known As:**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, DISBANDING THE GOLF COURSE ADVISORY COMMITTEE OF THE CITY; REPEALING ALL CONFLICTING ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE**

**Agenda Item Approved by City Manager**

**OFFICIAL MINUTES OF THE CITY COUNCIL  
LAGO VISTA, TEXAS  
AUGUST 18, 2016**

**BE IT REMEMBERED** that on the 18th day of August, A.D., 2016, 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 and PLEDGE OF ALLEGIANCE**

Dale Mitchell	Mayor	Melissa Byrne Vossmer	City Manager
Ron Smith	Mayor ProTem	Sandra Barton	City Secretary
Rich Raley	Council Member	Barbara Boulware-Wells	City Attorney
Kevin Sullivan	Council Member	David Harrell	Dev. Services Dir.
Stephanie Smith	Council Member	Danny Smith	Police Chief
Ed Tidwell	Council Member	Mark Cote	Golf Course Manager
Suzanne Bland	Council Member	Gary Graham	Interim PW Director
		Starr Lockwood	Finance Director

Mayor Dale Mitchell called the Regular Meeting to order and recognized that all Council Members were present. Rev. Dale Chrisman, Trinity Anglican Church gave the Invocation and Mayor Mitchell led the Pledge of Allegiance.

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

**CITIZEN COMMENTS**

Jimmy Lynam, 6407 Lynn Lane to make comments regarding getting a warning from the Code Enforcement Officer for his water running after 10 o'clock at night, then the very next day he is driving down Dawn and the water is on at 11 o'clock in the morning. He also expressed concerns regarding this month's water bill being higher than his electric bill, and a question regarding the processing fee. Asked if the lead and copper levels have been on checked since 2012. (Mayor Mitchell explained the process). He also asked about access to the swimming pool at Tessera. (Melissa Vossmer explained the process).

**PUBLIC HEARING AND ACTION**

1. **SUB 1117-** Consideration by the City Council of a re-plat for Lots 14-15, Block D, Tessera on Lake Travis Phase 1A from a total of two (2) existing lot to eleven (11) lots.

Mayor Mitchell stated that the Public Hearing was opened at the last Council meeting on August 4 and was held open until this Council meeting.

David Harrell, Development Services Director provided a brief overview of the request and some background information. The Public Hearing was closed at 6:45 p.m.

On a motion by Councilman Raley, seconded by Mayor Mitchell, the Council voted unanimously to approve the re-plat as requested.

## ITEMS TAKEN OUT OF ORDER

### WORK SESSION

#### 5. Presentation of Tessera PID overview.

Melissa Byrne Vossmer gave a brief overview to Council.

Darlene Louk, provided an oral presentation and slide show of the project summary.

They currently have three production builders under contract. They have 43 homes completed to date and have sold 119 lots to builders.

Jeffries, Bond Underwriters also addressed Council to go over the PID bond basics and what they can finance. He stated the only obligation that the City has is that, if people don't pay their property taxes, and their special assessment, you have to foreclose on the property.

Councilman Raley asked if the administration costs are paid for through the bond? Jeffries representative said yes, the administration is paid for by the PID.

Robert Clemon, Attorney for Hines also was present to provide an overview of the PID and answer questions.

Mark Tippetts expressed his concerns regarding the special assessment plan.

#### 6. Presentation Tessera PID Bond Overview.

Jana Edwards, McCall, Parkhurst & Horton, Bond Counsel to the City, provided an overview of the PID Bond and explained the general concept and the benefits and risks.

Sheryl Speckmann asked if there was a time period that the improvement benefits must be implemented by.

#### 2. Discussion, Consideration and Action, if any, Regarding a Vote on Adoption of a Proposal to Set a 2016 Tax Rate of \$ .65 for the City of Lago Vista and Schedule Public Hearings and Take Necessary Action.

Barbara Boulware-Wells, City Attorney addressed questions regarding the maximum tax rate amount that can be set and explained that in order to effectively give notice of what your tax rate is, you set it at the highest amount that you would be authorized to, short of rollback.

After you have your public hearings then you can lower it to whatever you want to or you can keep it. If you find that your tax rate will go higher than what you have noticed, then you would have to notice it again and if it's over the rollback rate, then at that point, wherever you go above that, you are subject to rollback election.

On a motion by Councilman Tidwell, seconded by Councilman Sullivan, the Council voted unanimously to adopt the proposed 2016 tax rate of \$.65 for the City of Lago Vista and set hearings and take necessary action. The hearings will be set for September 1 and September 8, 2016.

Dave Williams asked a question, but could not be heard by City Secretary.

Marilyn Stanford asked is Council thought we would have the same issue with it being so packed. Mayor said that at last year's budget process, we did not have any great audience as we went through this budget process.

3. **\*PUBLIC HEARING\***: Pursuant to the Texas Local Government Code, Chapter 102, notice is hereby given that the City Council of the City of Lago Vista, Texas will conduct a Public Hearing to receive citizen comments and views regarding the proposed City of Lago Vista budget for the Fiscal Year 2016/2017 commencing October 1, 2016 and ending September 30, 2017.

**A copy of the proposed budget is available for viewing between 8:00 A.M. and 5:00 P.M. on weekdays at the Lago Vista City Hall, 5803 Thunderbird and the Lago Vista Library at the Lago Vista Public Library, 5803 Thunderbird, Suite 40, Lago Vista, Texas 78645 and may be found on the City's website: <http://www.lagovistatexas.org>.**

If adopted by the Lago Vista City Council, the FY 2016/2017 Budget will raise more total property taxes than last year's budget by an estimated \$ 391,330 or 8.85% and of this amount \$ 126,917 is tax revenue to be raised from new property added to the tax roll in January 2015/2016.

The Public Hearing was opened at 7:50 p.m.

Jane Brunclik asked a question but could not be heard by City Secretary.

Jimmy Lynam asked if the Golf Course Manager has any ideas on how to make up the shortfall, if so, he would like to hear them. Mayor said that at the last meeting, Mark Cote, the Golf Manager gave the Council some updates of his three months on the job and this is a concern for everybody.

At this time, the Mayor left the public hearing opened and moved to item #9 on the agenda. Councilman Sullivan expressed that he would like us to have a plan with very specific things and we are going to execute that plan to build revenues.

Melissa Byrne Vossmer advised that we have two interns from Texas A&M to do a road survey for us. They have finished all the road evaluations except for Lohman, Boggy Ford and Bark-K. After putting all the information into a model, the model will show recommendations on how we will move forward with street improvements.

After hearing discussion on item #9, the public hearing was closed at 9:05 p.m.

9. Presentation and Discussion of the Golf Course Advisory Committee Bi-Annual Report.

Kevin Jackson, Golf Course Advisory Committee Chair gave an overview of the Bi-Annual Report and addressed questions. He addressed the status of the courses physical condition, financial status, summary of Sub-Committee activities and recommendations and a proposed program for the next six months and addressed questions.

Mark Cote made comments regarding the grass conditions on the courses. He also spoke about the list of ideas that he spoke about at the last meeting and addressed questions.

Councilman Raley asked Mark how much of his day is spent explaining that the golf course is still losing money as opposed to trying to turn the golf course around.

Mark said he is working everything that he's got to try and turn the golf courses around, so he doesn't dwell on that.

Councilwoman Bland asked how the Committee refocusing and what are their objectives moving forward.

Melissa advised that she and Mark had a conversation with a company to talk about the golf course and the economic impact that they have as a whole to the City. They will send us a scope of services of what the impact analysis would actually look at.

Mayor Pro Tem Smith asked if anybody has ever looked at cutting expenses at the golf course.

Councilwoman Bland suggested that the Council direct the Golf Course Advisory Committee direct their energies towards driving events, driving activities to generate revenue for the golf courses, also go out and get some federal grants.

Kevin Jackson also expressed that he would like Mark to decide what he wants and needs out of the Golf Course Committee, when they need to meet and where they can help.

#### 10. Discussion and Possible Direction Concerning the Golf Course Advisory Committee.

Mayor Pro Tem Smith gave some background information of how the Committee came to be and thinks the Committee has run its course and thinks we need to let Mark run the golf courses.

Councilwoman Smith thanked the Committee and is in concurrence and said this is why we hired Mark and he shouldn't have to go through anyone.

Councilman Sullivan also said that this is why we hired Mark and let him do his job.

Mayor asked why do we continue to have advisory committees for the Library and the Airport if we have Department Heads like the Librarian who is qualified to run the Library.

They get involved with reaching plans and were involved in the extension of the library. They meet quarterly.

Sheryl Speckmann said the question is conceptual, does the concept of any advisory council have meaning to you all. Are they helping you? If they are, let's keep them, if they are not, then do away with them.

The Golf Course Advisory Committee will meet with Mark Cote and develop a plan going forward.

### **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.

#### 4. Approval of the following minutes:

July 7, 2016 Special Called meeting;

On a motion by Mayor Pro Tem Smith, seconded by Councilman Sullivan the Council voted five (5) ayes (Ron Smith, Ed Tidwell, Kevin Sullivan, Dale Mitchell and Stephanie Smith) to approve the minutes from July 7 as presented.

July 18, 2016 Special Called meeting and

On a motion by Councilman Tidwell, seconded by Councilwoman Smith, the Council voted five (5) ayes (Ed Tidwell, Dale Mitchell, Rich Raley, Kevin Sullivan and Stephanie Smith) to approve the minutes from July 18 as presented.

July 21, 2016 Regular meeting

On a motion by Councilman Sullivan, seconded by Councilwoman Smith the Council voted four (4) ayes (Rich Raley, Kevin Sullivan, Dale Mitchell and Stephanie Smith) to approve the minutes from July 21 as presented.

7. Discussion regarding potential Rezoning in areas north of the Airport.

David Harrell, Development Service Director provided a brief overview of the future land use map that approved when the 2030 Comprehensive Plan was approved by Council. The Planning and Zoning Commission recommended rezoning areas which mostly border the following roadways: Rolling Hills to Rawhide to Running Brook, to City limits, back to Rolling Hills to administrative rezoning. Council directed Staff to proceed.

11. Update on Camille/Dawn Drive Traffic issues.

Gary Graham, City Engineer provided an oral presentation regarding options and a brief review from the meeting in March.

None of the four alternatives that were presented were acceptable.

He checked with both Alliance Transportation Group and HDR Engineers regarding utilizing mirrors and was advised that they could not place mirrors on a public street as a traffic control device. TXDOT also advised that mirrors were not recognized by the Manual of Uniform Traffic Control Devices and legally could not be used as a traffic control device.

Susan Nillson-Weiscott commented regarding issues with that intersection and doesn't want signs put up. She would like the City to do something.

Gary will look into putting up stop signs and look into changing the speed limit, and sensors and bring back the first meeting of October.

8. Discussion on appointed of Council Liaisons to Boards, Commissions and Committees.

Melissa Byrne Vossmer advised Council that currently we do have a Council Liaison vacancy on the Airport Advisory Board since Rodney Cox's resignation.

Council Sullivan and Councilwoman Bland have discussed and agree that Councilwoman Bland would like to be the Parks and Recreation Advisory Committee Council Liaison and Councilman Sullivan will be the Airport Advisory Board Council Liaison. The only change is that the Parks and Recreation Advisory Committee now meets on the second Wednesday of each month.

12. Departmental Reports

A. Airport Report

B. Development Services – Mayor Pro Tem Smith commented that we had 96 permitted homes. Melissa Byrne Vossmer stated that actually we have issued 105 permits.

C. Financial Report

D. Golf Course Report

E. Library Report

F. Municipal Court Report

G. Police Department

- H. Public Works Reports
  - a. Street Department
  - b. Water Loss Report
  - c. Water/Wastewater Treatment
  - d. Utility Department (Water/Wastewater Services)
  - e. Swimming Pool Report – Mayor Pro Tem commented that about 60 people a day visit the pool and higher than he thought it was. Melissa said the pool will need to be replastered real soon and we are now taking bids.

Council Sullivan asked about the effluent disposal for Cedar Breaks. It is so small that it does not register.

Mayor Pro Tem Smith asked when we will add WTP #3 to the charts on the monthly reports. Gary said it should be next month.

### 13. Reports/Minutes from City Boards, Committees and Commissions

- a. May 25, 2016 Airport Advisory Board meeting minutes
- b. June 23, 2016 Planning and Zoning Commission minutes
- c. June 23, 2016 Airport Plan Advisory Committee minutes
- d. August 11, 2016 KLVB minutes

No comments

### **FUTURE MEETINGS**

#### 14. Consider schedule and items for future Council meetings.

September 15 – Report from Mark Cote, Chickens, Budget adoption, Kelly Purkey, Balcones Refuge Manager

October 6 – Camille/Dawn Drive

### **EXECUTIVE SESSION**

#### 15. At 10:35 p.m. the Council convened into Executive Session pursuant to Sections 551.071 (Advice of Counsel), 551.072 (Real Property), 551,074 (Personnel), Texas Government Code and Section 1.05 Texas Disciplinary Rules of Professional Conduct regarding:

- A. Consultation with legal counsel regarding real property and possible issues and questions related to acquisition, sale or lease.
- B. Consultation with legal counsel regarding contractual claims or possible claims or charges, contractual modifications, and questions related thereto.
- C. Pending or threatened litigation pertaining to Cause No. D-1-GN-16-002483, *Brian Atlas v. City of Lago Vista*, Travis County 200<sup>th</sup> District Court.
- D. Consultation with legal counsel regarding upcoming election measures.

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

16. At 11:30 p.m. the Council reconvened from Executive Session into open session to take action as deemed appropriate in City Council's discretion regarding:

A. Consultation with legal counsel regarding real property and possible issues and questions related to acquisition, sale or lease.

No action

B. Consultation with legal counsel regarding contractual claims or possible claims or charges, contractual modifications, and questions related thereto.

No action

C. Pending or threatened litigation pertaining to Cause No. D-1-GN-16-002483, *Brian Atlas v. City of Lago Vista*, Travis County 200<sup>th</sup> District Court.

No action

D. Consultation with legal counsel regarding upcoming election measures.

No action

**ADJOURNMENT**

Mayor Dale Mitchell adjourned the meeting at 11:31 p.m.



ATTEST:

*Sandra Barton*

Sandra Barton, City Secretary

Respectfully submitted,

*Dale Mitchell*

Dale Mitchell, Mayor

On a motion by Councilman Ed Tidwell, seconded by Councilman Rich Raley, the above and foregoing instrument was passed and approved this 15<sup>th</sup> day of September, 2016.

**City of Lago Vista, Texas  
Ordinance No. 16-11-03-01**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, DISBANDING THE GOLF COURSE ADVISORY COMMITTEE OF THE CITY; REPEALING ALL CONFLICTING ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE**

**WHEREAS**, the City Council had in April, 2015, established a Golf Course Advisory Committee as a method of obtaining input, advice and recommendations from interested citizens on the funding or budgeting of activities or items that impact the golf courses, the acquisition of equipment, facilities or other items that may facilitate or be needed by the golf courses; and

**WHEREAS**, the City Council has reconsidered the establishment of such Committee, determining, rather, that such concerns as to funding and budgeting, equipment acquisition and facilities should be brought to the City Council itself for discussion.

**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. Repeal of Chapter 9, Article 9.2000, Golf Course Advisory Committee.** New Article 9.2000, Golf Course Advisory Committee of Chapter 9, Personnel, Sections 9.2001(Created; membership), 9.2002 (Terms of members), 9.2003 (Vacancies), 9.2004 (Removal of members for absence to meetings), 9.2005 (Qualifications of members), 9.2006 (Chairperson, Vice-Chair and Secretary), 9.2007 (Duties), 9.2008 (Quorum and Voting), 9.2009 (Meetings), 9.2010 (Attendance at Council Meetings), and 9.2011 (Distribution of information from City Council), are hereby repealed in their entirety and the Golf Course Advisory Committee is hereby disbanded.

**SECTION 3. 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. Effective Date.** This Ordinance shall be in force and effect from and after its passage on the date shown below.

**SECTION 5. Open Meeting.** It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't Code*.

**PASSED AND APPROVED this 3<sup>rd</sup> day of November, 2016.**

ATTEST:

**City of Lago Vista, Texas**

\_\_\_\_\_  
Sandra Barton, City Secretary

\_\_\_\_\_  
Dale Mitchell, Mayor



**AGENDA ITEM**

**City of Lago Vista**

**To:** **Mayor & City Council** **Council Meeting:** **November 3, 2016**

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

**Subject:** **Resolution 16-1664: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS ESTABLISHING A FORMALIZED PROCESS DESIGNATING DEPARTMENT RESPONSIBILITY FOR MONITORING APPOINTED BOARD VACANCIES, MINIMUM ADVERTISING STANDARDS OF BOARD VACANCIES, RETENTION OF APPOINTED BOARD APPLICATIONS BY CITY, STEPS TO FOLLOW WHEN VACANCY OCCURS ON APPOINTED BOARDS.**

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

**EXECUTIVE SUMMARY:**

**There is no formal process in place for designating responsibility for monitoring appointed board vacancies, which Department is responsible for an appointed board, who accepts applications, or steps to follow when a vacancy is known and advertised to the public. The attached Resolution will formalize this process.**

**This item was presented to Council at the September 17, 2015 meeting. At that time, Council provided direction to Staff to move forward with the proposed process.**

**Item was brought back to Council at the February 18, 2016 regular Council meeting. The Council voted unanimously to table this item until April.**

**Staff is bringing this item back before Council for consideration and action.**

**Impact if Approved:**

**Items concerning advertising, process, transfer, and Department roles will be formalized through the Resolution**

**Impact if Denied:**

**Items will continue to be non-formalized which could lead to confusion regarding advertising, process, transfer, and Department roles in this process.**

**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 Resolution**

**Motion to:**

**Deny Resolution**

**Motion to:**

**Table Resolution**

**Known As:**

**Resolution 16-1664**

**Agenda Item Approved by City Manager**

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**CITY OF LAGO VISTA, TEXAS**

**RESOLUTION 16-1664**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS ESTABLISHING A FORMALIZED PROCESS DESIGNATING DEPARTMENT RESPONSIBILITY FOR MONITORING APPOINTED BOARD VACANCIES, MINIMUM ADVERTISING STANDARDS OF BOARD VACANCIES, RETENTION OF APPOINTED BOARD APPLICATIONS BY CITY, STEPS TO FOLLOW WHEN VACANCY OCCURS ON APPOINTED BOARDS.**

**WHEREAS**, the City of Lago Vista does not have an approved process for the items stated above in the header, and

**WHEREAS**, the City of Lago Vista has had previous issues occur because a formalized process is not in place, and

**WHEREAS**, this Resolution will establish a formalized process that Council and Staff will follow concerning our appointed boards.

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

**THAT**, the City Council does hereby adopt this Resolution with the permanent appointed boards represented and the Department assigned as below, and

<b>Name of Appointed Board</b>	<b>Responsibility</b>
Planning & Zoning Commission	Development Services
Impact Fee Advisory Committee	Development Services
Board of Adjustment	Development Services
Building Committee	Development Services
Airport Advisory Board	Development Services
Golf Course Advisory Committee	Golf
Parks and Recreation Advisory Committee	Public Works
Library Advisory Board	Library

1. Temporary appointed boards approved by Resolution shall be assigned responsibility by the City Manager.

**THAT**, the City Council does hereby adopt this Resolution with the following processes concerning any appointed boards:

1. Staff within the listed responsibility list will keep track of the individual board member terms and notify when their term is about to expire.
2. When a vacancy occurs the responsible Department shall, no more than a maximum of fourteen (14) calendar days after the vacancy, advertise the vacancy at a minimum with a newspaper of general City-wide circulation, City's website, and City's social media sites. This shall be advertised for a minimum of thirty (30) calendar days.
3. Current appointed board members who are wishing to renew their term shall file their interest in writing with the Department responsible for their appointed board.
4. All applications shall be submitted through the City Secretary.

5. All applications submitted to the City Secretary shall be retained for a period of six (6) months. If any separate board vacancy occurs within that window, provided the citizens indicates an interest in that specific appointed board, their application shall be considered by the Council.
6. The City Secretary will transfer to the appropriate Department head any applications after the thirty (30) calendar days. After transfer the Department head will prepare the item as necessary to schedule before Council for selection.

**AND, IT IS SO RESOLVED.**

**PASSED AND APPROVED** this \_\_\_\_\_ day of November, 2016.

\_\_\_\_\_  
Dale Mitchell, 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.



**AGENDA ITEM**  
**City of Lago Vista**

**To:** Mayor and City Council

**Council Meeting:** November 3, 2016

**From:** Barbara Boulware-Wells, City Attorney

**Subject:** Discussion and consideration of Resolution No. 16-1665, A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS APPROVING THE FIRST AMENDMENT TO THE RESTATED DEVELOPMENT AGREEMENT FOR TESSERA ON LAKE TRAVIS, THE BILL OF SALE CONVEYANCE AND ASSIGNMENT AND THE LETTER AGREEMENT.

**Request:** Business Item

**Legal Document:** Resolution

**Legal Review:**

**EXECUTIVE SUMMARY:**

This item is on the Council agenda to provide the opportunity for Council to consider amending the current Restated Development Agreement for Tessera on Lake Travis to incorporate revisions to Section 6 and Exhibits C and D related to a proposed modification of the Utility Improvements for the remainder of the Project as well as accept the conveyance of utility infrastructure and other improvements, as well as approve a letter agreement document the work and the repayment of such work.

On August 16, 2012, the City executed a Restated Development Agreement ("Agreement") regarding development of approximately 877 acres of land by the Owners of such property as part of the approved Tessera Public Improvement District (PID) being presently developed by Hines. Such Agreement details the building of water and/or wastewater services between the Property and the City's facilities in Exhibits C and D. After review of the present plans and the Water Master Plan, the parties have concurred on an alternative method for providing water services.

The First Amendment will allow the alternative route as well as the alternatives for water storage, including but not limited to reduction in costs to be expended by the Developer for such infrastructure, reallocation of such PID Bond funds budgeted to the groundwater storage tank to other authorized PID Improvements and authorizing the delay of building the other ground storage tank and elevated storage tank. The modifications set out in Section 6 relate to clarification that pressure planes control development of utility facilities and LUEs.

The Bill of Sale would convey already completed infrastructure and improvements to the City and upon acceptance require the City to undertake maintenance of such items. Letter Agreement sets out the repayment of the construction.

**Impact if Approved:**

Developer will, in the next phase of development to provide water via an 18" line, eliminating the cost/expense of the west ground storage tank. Conveyance of utility infrastructure and improvements will be given to the City with the Bill of Sale and the Letter Agreement will document and complete the repayment of the booster pumps that have been constructed.

**Impact if Denied:**

Developer will be required to build a ground storage tank in the western area of the development and there will not be a delay as to construction of the elevated storage tank. The City will not receive the infrastructure and improvements. The repayment will continue to take place but documentation will not be in place for both parties.

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:**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS APPROVING THE FIRST AMENDMENT TO THE RESTATED DEVELOPMENT AGREEMENT FOR TESSERA ON LAKE TRAVIS, THE BILL OF SALE CONVEYANCE AND ASSIGNMENT AND THE LETTER AGREEMENT.

**Agenda Item Approved by City Manager**

\_\_\_\_\_

**CITY OF LAGO VISTA, TEXAS**

**RESOLUTION 16-1665**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS APPROVING THE FIRST AMENDMENT TO THE RESTATED DEVELOPMENT AGREEMENT FOR TESSERA ON LAKE TRAVIS, THE BILL OF SALE CONVEYANCE AND ASSIGNMENT AND THE LETTER AGREEMENT.**

**WHEREAS**, on August 16, 2012, the City approved the Restated Development Agreement for Tessera on Lake Travis (“Restated DA”) regarding approximately 877 acres of land (the “Property”) owned by Hines Lake Travis, LP and Hines Lake Travis II LP (“Owners”), and

**WHEREAS**, Restated DA covers various aspects of development of the Property, including but not limited to water and wastewater utility facilities and services; and

**WHEREAS**, the Owners have completed a portion of the development envisioned under the Restated DA and are in the process of requesting approval of plans for developing a second portion of the Property; and

**WHEREAS**, in review of such plans, City personnel have run models on the City’s water system and determined that some of the water and wastewater development plans could be modified to the benefit of the parties and thereby delay the building of a portion of the water utility facilities; and

**WHEREAS**, the City Council, having been apprised of such modifications and believing they benefit the City, the Owner and the overall development, desire to approve such modifications; and

**WHEREAS**, the Owners also desire to convey to the City portions of the completed utility infrastructure and improvements as are outlined in the Bill of Sale, Conveyance and Assignment; and

**WHEREAS**, the City Council, having been apprised by the City Engineer that such utility infrastructure and improvements are complete, hereby desire to accept such utility infrastructure and improvements; and

**WHEREAS**, the Owners have documented in a proposed Letter Agreement the work and payment arrangements concerning two booster pumps that were added to Water Treatment Plant No. 1 and modifications to the SCADA system; and

**WHEREAS**, the City Council, having been apprised by the City Manager and the City Engineer that such work was completed through the efforts of the City with payment to be reimbursed by the Owner and the Owner having paid all but one installment, such installment being due on or before December 31, 2016, desires to approve such Letter Agreement.

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

**THAT**, the City shall be authorized to enter into the First Amendment to the Restated Development Agreement for Tessera on Lake Travis, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit A;

**THAT**, the City shall be authorized to accept the completed utility infrastructure and improvements that are set out in the Bill of Sale, Conveyance and Assignment, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit B;

**THAT**, the City shall be authorized to approve and accept the Letter Agreement which documents the work and payment arrangements related to two booster pumps for the City's Water Treatment Plant #1, a copy of which is attached here and incorporated herein for all purposes as Exhibit C.

**THAT IT IS FURTHER RESOLVED** to authorize the Mayor to sign the First Amendment to the Restated Development Agreement, the Bill of Sale, Conveyance and Assignment and the City Manager to effectuate any requisite actions required by such First Amendment to the Restated Development Agreement, the Bill of Sale, Conveyance and Assignment and/or the Letter Agreement.

**AND, IT IS SO RESOLVED.**

**PASSED AND APPROVED** this 3<sup>rd</sup> day of November, 2016.

\_\_\_\_\_  
Dale Mitchell, 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.

**FIRST AMENDMENT TO  
RESTATED DEVELOPMENT AGREEMENT FOR TESSERA ON LAKE TRAVIS**

**THIS FIRST AMENDMENT TO THE RESTATED DEVELOPMENT AGREEMENT FOR TESSERA ON LAKE TRAVIS (“First Amendment”)** is made as of the \_\_\_\_ day of \_\_\_\_\_, 2016 (the “**Effective Date**”) is entered into by and among HINES LAKE TRAVIS LAND LIMITED PARTNERSHIP, a Texas limited partnership (“**Hines Lake Travis LP**”), HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP, a Texas limited partnership (“**Hines Lake Travis II LP**”) (collectively “**Owners**”), and the City of Lago Vista, Texas, a municipal corporation (the “**City**”), acting by and through its duly authorized representative.

RECITALS:

A. Owners and the City executed a Restated Development Agreement having an effective date of August 16, 2012 regarding approximately 877 acres of land owned by Owners (“**Restated Development Agreement**”);

B. The Restated Development Agreement identifies, among other things, the water and wastewater utility facilities Owners are obligated to construct for the provision of 2,030 LUEs of water and wastewater service to the Property described in the Restated Development Agreement (“**Developer Utility Improvements**”);

C. The Restated Development Agreement obligates the City to construct such improvements to the City Utility System as necessary for the provision of 2,030 LUEs of water and wastewater service to the Property described in the Restated Development Agreement (“**City Utility Improvements**”);

D. The Restated Development Agreement also sets out Utility Service Obligations which include general, specific and capacity commitments and further breaks down the specific service commitment as the First, Second and Subsequent Specific Service Commitments; the timing of such specific service requests and commitments which are based on requested and developed LUEs by the Developer are also set forth (“**Specific Service Commitments**”);

E. Owners have constructed Items 1-4 and 6 of the Phase 1 Water Components of the required Developer Utility Improvements described in the Exhibit “C” attached to the Restated Development Agreement and constructed 212 lots in Phase 1 of Tessera on Lake Travis, in conformance with Section 4.02(a) of the Restated Development Agreement. The City and the Owners previously agreed that the Tessera West Ground Storage Tank (item 5 in Phase I, Exhibit C) did not need to be constructed;

F. The City has completed construction of Water Treatment Plant No. 3 and is in process with upgrades to Water Treatment Plant No. 1 which are part of the City Utility Improvements;

G. The City recently ran water models on the City’s water system based on the installed Developer Utility Improvements and City Utility Improvements and believes that

amendments to the current required Utility Facilities attached as Exhibits “C” and “D” to the Restated Development Agreement are beneficial to both parties; and

H. The parties wish to amend the Restated Development Agreement and Exhibits “C” and “D” with respect to Utility Facilities and Utility Services .

**NOW, THEREFORE**, in consideration of the above stated execution and delivery of the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby further agree as follows:

1. All capitalized terms used herein shall have the same meanings ascribed to them in the Agreement.
2. Section 2.31 is modified as follows: “**Pressure Plane Facilities**. The water and wastewater improvements for a particular pressure plane, as described in the attached **Exhibit "C"**.”
3. Article 6 is modified to read as follow:

\*\*\*\*\*

## 6. UTILITY FACILITIES AND UTILITY SERVICES

6.01 **Intent of the Parties Regarding Utility Services**. As of the Effective Date, the City has sufficient water and wastewater treatment capacity to allow service connections for 500 LUEs water and wastewater service to Tessera. Since the completion of Water Treatment Plant #3, the City has sufficient water treatment capacity to meet all of the City's water service commitments for the full build out of Tessera and the full build out of all other proposed development projects within the corporate limits of the City; the City may not have sufficient wastewater treatment capacity to meet all of the wastewater service commitments for the full build out of Tessera when ultimately completed. The City represents that the City has rights to sufficient raw water to meet the City's overall service obligations, including, providing 2,030 LUEs of water service to the Property in accordance with the terms of this Restated Agreement. The Parties acknowledge that Tessera will build out over a number of years and that the City may decide to incrementally construct additional treatment capacity over time. Developers acknowledge that it is the City's responsibility to determine if the City's utility system needs to be expanded and how the City will expand the City's utility system to enable the City to meet its utility service obligations under this Restated Agreement. Developers further acknowledge the City's desire to retain flexibility on deciding which City utility system improvements, if any, are necessary for the City to timely meet its utility service obligations under this Restated Agreement. The City acknowledges that Developers require certainty regarding the City's plans for meeting the City's utility service obligations under this Restated Agreement, including, if necessary, the expansion or enhancement of the City's water and wastewater utility systems for the purpose of the City meeting its Utility Service obligations, including the provision of Utility Service to Tessera in accordance with the terms of this Restated Agreement. The Parties acknowledge that the delivery of an operational Utility Improvement to the City can require two or more years of planning, engineering and construction. The Parties further acknowledge the delivery of an operational Utility Improvement requires a significant financial investment.

**6.02 Communications.** The Parties will communicate and consult on a regular basis (not less frequently than once a year) regarding (i) the Developers' best estimate of the Developers' schedule for filing future preliminary plat and final plat applications and requests for PID financing during each successive two year periods so that the City will have at least a two year planning horizon for the construction of City Improvements; and (ii) the City's Utility Service Plan.

**6.03 Utility Service Obligations Defined.** This Restated Agreement provides for three types of Utility Service commitments that the City can make:

- (a) General commitment to provide 2,030 LUEs of Utility Service to the Property pursuant to the terms of this Restated Agreement;
- (b) Specific service commitment to deliver a specific number of LUEs of Utility Service to the Property by a specific date so that Developers may record subdivision plats subject only to the construction of Subdivision Infrastructure for such plat; and

Reservation of capacity within the City's utility system at the time a subdivision plat is recorded so that upon the City's acceptance of Subdivision Infrastructure for said subdivision plat, the City will sell utility connections for Lots within said subdivision plat area.

**6.04 General Service Commitment.**

(a) Subject to Developers' satisfaction of the terms and conditions of this Article 6, the City shall timely provide the Developers and subsequent owners of land within Tessera with water and wastewater service required for the development of Tessera and, upon payment to the City of the City's applicable tap fees and impact fees, allow connections to the City's system for each LUE of service requested. Notwithstanding the foregoing sentence, the City is not obligated to provide a total of more than 2,030 LUEs of water service and 2,030 LUEs of wastewater service to Tessera. This subsection constitutes the terms and conditions of the City's general commitment of Utility Service to the Property. The City makes no representation that 2,030 LUEs of water and wastewater service will be sufficient for the full development of Tessera if such development is more intense or is otherwise materially different from the development described in the Tessera Development Plan.

(b) The Parties agree that development of the Utility Facilities and Utility Services shall be organized and provided within three (3) water service pressure planes: Lower Pressure Plane, Middle Pressure Plane and Upper Pressure Plane, as more fully set out in Section 6.10 and **Exhibits "C" and "D."** Rather than arbitrary numbers of LUEs being determinative of the amount of LUEs that are allowed to be requested, it shall be determined more in line with the pressure plane that such request is associated with. The general service commitment for the Lower Pressure Plane is 500 LUEs; the general service commitment for the Middle Pressure Plane is 510 LUEs; and the general service commitment for the Upper Pressure Plane is 1020 LUEs.

**6.05 First Specific Service Commitment.**

(a) This Restated Agreement constitutes the First Developer Request For Specific Commitment of Service in the amount of 500 LUEs of water and wastewater service. Such request may be referred to as the Lower Pressure Plane Request.

(b) This Restated Agreement constitutes the City Response to the First Developer Request For Specific Service Commitment and constitutes the City's Specific Service Commitment for 500 LUEs of water and wastewater service connections within the Lower Pressure Plane.

**6.06 City Utility Service Plan.** No later than one year after the City's acceptance of all the Lower Pressure Plane Developer Improvements described in the attached **Exhibit "C"**, the City shall adopt and, thereafter maintain at all times, the City's plan to meet the City's overall Utility Service obligations, including the City's general commitment of Utility Service to Tessera in accordance with the terms of this Restated Agreement. ("**City Utility Service Plan**") The City Utility Service Plan will include one or more of the following: a) expansion of water treatment plant No.2; b) construction of Water Treatment Plant No. 3; or c) any other Utility System improvements or enhancements approved by the City. The City may amend or modify the City Utility Plan from time to time.

**6.07 Second and Subsequent Specific Service Commitments.**

(a) Developers may make a specific service request for the Lower or Middle Pressure Plane that exceeds the number of LUEs in the general service commitment for each pressure plane; provided, however, Developers may not request more than a ten percent (10%) increase in the number of LUEs provided in the general service commitment for such pressure plane. The requested number of LUEs per pressure plane shall not vary more than 10% from the numbers given herein or in **Exhibit "C."** Adjustments in the final LUEs shall be dependent upon where development occurs and whether density in one pressure plane is impacted.

(b) Upon the recording of the second subdivision plat, then Developers may request that the City provide a second specific service commitment for additional Utility Service to Tessera; provided, however, that such request shall be for no more LUEs of additional service as is generally outlined in Section 6.04(b) above for the pressure plane that such subdivision plat is associated with ("**Second Developer Service Request**"). The Second Developer's Service Request must provide a date by which Developers estimate the additional Utility Service will be required to be available to the Property for the development of Tessera; provided, however, that such future date will provide the City at least two years advance notice of when the development of Tessera will require Utility Service connections using more than the initial 500 LUEs of Utility Service.

(c) After the Second Developer Service Request, Developers may make additional Developer Service Requests for Specific Service Commitments in accordance with this subsection 6.07(b) ("**Subsequent Developer Service Request**"). Developers may submit a Developer Service Request for the City to provide a new Specific Service Commitment for additional Utility Service to Tessera when the total number of LUEs subject to a Specific Service Commitment falls below 200 LUEs. Upon the recording of a subdivision plat, the LUEs attributed to each Lot in the subdivision plat will no longer be considered subject to a Specific Service Commitment and will be considered Reserved Capacity. Subsequent Developer Service Requests may not request more than 400 LUEs and may not set a date required for the delivery of additional Utility Service that is less than two years from the date of the Subsequent Developer Service Request. For purposes of providing an example regarding how this subsection 6.07(c) operates, if Developers request 400 LUEs in the Second Developer Service Request (total number LUEs subject to a Specific Service Commitment would be 900 LUEs) and Developers record subdivision plats containing a total of 700 Lots (Reserved Capacity), the

remaining number of LUEs subject to a Specific Service Commitment would be 200 LUEs.

(d) The Parties shall consult, if requested by any Party, regarding the details and timing relating to the Second Developer Service Request or any Subsequent Developer Service Request. It is the Parties' intent to act in good faith to work collaboratively to agree on the terms of the City's response to a Developer Service Request. Notwithstanding the Parties entering into the consultation process described in the subsection 6.07(a), the City shall formally respond in writing to a Developer Service Request within 45 days of receipt of the Second Developer Service Request ("**City Response**"). A City Response shall include one or more of the following, as applicable: (i) the number of LUEs in the City's existing utility systems that City commits to hold and allocate for use in Tessera; (ii) if the City does not commit to hold and allocate all of the LUEs requested by Developers within the City's existing utility system, then the City Response shall describe the specific enhancements, expansions and new utility facilities that the City will complete to be able to deliver the LUEs requested in the Developer Service Request by the date additional services is required as set forth in the Developer Service Request ("**City Improvements**"); and (iii) the Developer Improvements described in the attached **Exhibit "C,"** if any, that must be constructed and operational for the City to deliver the additional Utility Service capacity to the Property; provided that, unless the City Response states that a required City Improvement may be delivered at an earlier date, no such City Improvement shall be required to be available within less than two years for the date of the Developer Service Request.

(e) Any City Response that identifies City Improvements to be constructed will describe each City Improvement by including the type of utility improvement and proposed capacity of the City Improvement. Additionally, the City's Response will include the City's good faith estimate for the date of the completion and operation of the City Improvement. The description of the City Improvements shall be in reasonable detail so that, if necessary, Developers may have construction plans prepared to bid and construct the City Improvements pursuant to Article 7.

(f) The City Response shall constitute the City's determination of how the City will operationally provide the amount of water and wastewater services described in a Developer Service Request by the date additional services is required that is set forth in the Developer Service Request and shall constitute the terms and conditions of the City's Specific Service Commitment; provided, that absent agreement by the City, no date for which additional service is required in a Developer Service Request shall be less than two years from the date of said request. The City Response shall, upon delivery to Developers, be a binding and enforceable obligation of the City to (i) sell, upon request, utility connections for the number of LUEs that the City commits to hold and allocate in the City's existing utility system; and (ii) to construct and complete the City Improvements, if any, by the date additional service is required as set forth in the Developer Service Request. The City's performance of the obligations described in the preceding sentence shall be subject to Developers' compliance with Section 4.02 and this Article 6. The City acknowledges that Developers will rely on the City's Response in proceeding with the development of Tessera. The City further acknowledges that in identifying the City Improvements the City is obligated to complete the construction of the City Improvements or purchase the City Improvements pursuant to Article 7. Therefore, the City may not modify or change any aspect of the City Response without the prior notice to the Developers; provided that such changes or modifications do not extend or delay the delivery time required for a City Improvement.

(g) The City may, at any time and at the City's sole discretion, deliver to Developers a final Specific Service Commitment for the remaining number of LUEs subject to a general commitment, as described in Section 6.04. The final Specific Service Commitment shall identify the number of LUEs in the City's existing utility systems that City commits to hold and allocate for use in Tesserá. Upon the issuance of the final Specific Service Commitment, Developers will not be required to submit any further Developer Service Requests.

6.08 **Update to City Response.** Based on the schedule included in the City Response, Developers may, from time to time, request the City to provide a written status report on the City's progress in completing the City Improvements, including, the design, engineering, land acquisition, funding, and construction ("**Developer Inquiry**") The City shall provide to Developers a written response to a Developer Inquiry within ten (10) working days.

6.09 **City Non-Performance of A Specific Service Commitment.**

(a) So long as one of the following have occurred: (i) the City states in either a City Response described in Section 6.07 or an update response described in Subsection 6.08 that the City will not construct and complete the City Improvements within the time required by Section 6.07(e); (ii) the City refuses to respond to a Developer Inquiry pursuant to Subsection 6.08 and City has not cured such breach after Developers have sent a Notice of Breach pursuant to Article 10; or (iii) the City has failed to initiate or complete one or more of the tasks described in the City Response so that the City cannot reasonably be expected to comply with the delivery date required for the number of LUEs of Utility Service requested in a Developer Service Request and City has not cured such breach after Developers have sent a Notice of Breach pursuant to Article 10, then, in addition to the pursuing any or all Article 10 remedies, Developers may notify the City of Developers' intention to construct the City Improvements pursuant to Article 7 ("**Developers' Notice of Intent to Construct City Improvements**").

(b) Within ninety (90) days of the City's receipt of the Developers Notice of Intent to Construct City Improvements, the City may notify Developers that the City has (i) revised the City Response to commit the City to hold and allocate all of the LUEs requested by Developers within the City's existing utility system, or (ii) decided to proceed with the construction of the City Improvements identified in the Developers' Notice of Intent to Construct City Improvements ("**City Notice to Proceed**"). A City Notice to Proceed is not effective unless it contains the following information: (i) the estimated date by which the City will award the construction contract; (ii) the estimated number of days to be included in the construction contract for the completion of the City Improvements; and (iii) the date by which the City intends to have the City Improvements operating. Upon the delivery to Developers of the City Notice to Proceed, the City Notice to Proceed shall replace and supersede the City Response; provided, however, the City Notice to Proceed shall not alter the number of LUE's or the required date for delivery established pursuant to Section 6.07. The schedules and commitments included in the City Notice to Proceed shall be deemed and shall constitute binding obligations of the City that Developers may enforce under this Restated Agreement.

(c) If the City does not deliver the City's Notice to Proceed in compliance with Subsection 6.09(b), then the City shall be deemed to have made the decision, at its sole discretion, to effectuate and be bound by the terms of Article 7 for the construction, use and acquisition of the City Improvements if Developers deliver to the City a notice that Developers will proceed with the design, engineering and/or construction of the City Improvements pursuant to the terms of Article 7 ("**Developer Notice to Proceed**").

(d) Neither the delivery of Developer's Notice To Proceed to the City nor the Developer's construction of the City Improvements ("Facilities" in Article 7) shall release the City of the City's obligations under this Restated Agreement to have funded and constructed such City Improvements or any future City Improvements identified by the City in any future City Response.

6.10 **Utility Facilities Defined and Described.** The Utility Facilities are the water and wastewater facilities listed and described in the attached **Exhibit "C"** and shown further in the attached **Exhibit "D"** that are grouped and sequenced into three pressure planes. A specific, individual water and wastewater improvement associated within a particular pressure plane is referred to as a "**Utility Improvement.**" The specific water improvements that must be accepted by the City before the City will allow water service connections to land within a particular pressure plane are described in the attached **Exhibit "C"**. The three water pressure planes ("**Lower Pressure Plane**" "**Middle Pressure Plane**" or "**Upper Pressure Plane**") within Tessera are described by elevation in the attached **Exhibit "C"**. The Parties have negotiated the general alignment of water and wastewater lines and the location of other Utility Improvements, as shown on the map attached hereto as **Exhibit "D"**.

6.11 **Approval of Utility Improvement Design.** The City hereby approves the design, sizing, location and route of the Utility Facilities, as described in the attached **Exhibit "C"** and **Exhibit "D"** as being adequate for the delivery of the number of water and wastewater LUEs for each Pressure Plane. The construction plans and specifications for the construction of a Developer Improvement shall be subject to approval by the City. At any time prior to commencement of the design of the construction plans and specifications for a Developer Improvement, the City may request modifications to either **Exhibit "C"** or **Exhibit "D"** to better facilitate provision of the Utility Services. The parties shall negotiate in good faith to reach an agreement on any proposed modifications to either **Exhibit "C"** or **Exhibit "D."**

6.12 **Utility Improvement Construction Obligations.**

(a) **Developers.** The Utility Improvements that Developers shall construct (the "**Developer Improvements**") are described in the attached **Exhibit "C"**. Upon the construction of all of the Developer Improvements listed under the Lower and Middle Pressure Planes in the attached **Exhibit "C"** and the City's acceptance of said Developer Improvements, Developers' rights to 2,030 LUEs of water and wastewater service shall be Vested under State Law. The Developer Improvements listed under the Upper Pressure Plane in the attached **Exhibit "C"** are necessary only for the distribution of utility services and for pressure maintenance within the Property and for meeting fire flow requirements within the Property.

(b) **City.** Subject to Developers compliance with Section 4.02 and this Article 6, the City is obligated to construct the City Improvements in accordance with the terms of this Restated Agreement. The City shall be solely responsible for the construction and installation of the City Improvements.

6.13 **Phasing.** Developer Improvements, or a segment of a Developer Improvement within a particular water pressure plane, may be constructed separately and dedicated separately to the City for acceptance in accordance with the procedures set forth in this Restated Agreement.

6.14 **Service Units Defined.** The size of a water meter required for any particular residential or non-residential structure shall be determined according to the City's applicable

construction and plumbing standards in effect at the time that the building permit for that structure is approved, and the number of LUEs per meter to be accounted for hereunder shall be based on the City's 2008 impact fee study which is incorporated into this Restated Agreement for the limited purposes set forth in this Article.

6.15 **General Conditions For Connections to the City Utility System.**

(a) The Parties acknowledge that the City cannot deliver water and wastewater services to a Lot within Tessera unless the requisite Utility Improvements, as described in the attached **Exhibit "C"** and requisite Subdivision Infrastructure are constructed in accordance with City approved plans and specifications, and then accepted by the City. The City acknowledges that Developers are, in proceeding with the construction of the Lower Pressure Developer Improvements, relying on the City's performance of the City's obligation to timely provide 2,030 LUEs of water and wastewater service to the Property in accordance with the terms of this Restated Agreement.

(b) The projected capacity of each pressure plane has been calculated and determined by the City in consultation with the Developers and their respective consulting engineers. Notwithstanding any other provision in this Restated Agreement, the number of LUEs associated with a Pressure Plane defined in **Exhibit "C"** shall not limit the number of service connections within any Pressure Plane in the Property so long as (i) Developers have constructed all of the Developer Improvements, listed under the Lower and Middle Pressure Planes in the attached **Exhibit "C"** in accordance with the Approved Plans, (ii) Developers have constructed such Subdivision Infrastructure as necessary to meet the City's applicable requirements for a service connection and (iii) the City has accepted such Developer Improvement. If the Developers' reallocation of LUEs within the Property requires a modification to the Developer Improvements described in the attached **Exhibit "C"** then Developers shall be solely responsible for the costs of designing, engineering and constructing the alternative Developer Improvements.

(c) If the City modifies: (i) the definition of a LUE as compared to the LUE definition incorporated into this Restated Agreement; (ii) water pressure requirements for a service connection to land within Tessera; (iii) fire flow requirements; (iv) a Utility or Developer Improvement required for the City to provide water and wastewater service to a section of Tessera; or (v) any other aspect of water and wastewater service standards, the City shall be responsible for the timely design and construction of any additional utility facilities that would be necessary for the City to meet its water and wastewater service obligations under this Restated Agreement, unless such modification by the City is in response to requests by the Developers. If the modifications described in the preceding sentence are required by federal or State Law or regulations, the Parties shall consult regarding a reasonable resolution to funding such modifications.

6.16 **Engineering and Construction Plans.** Developers shall be responsible for funding the preparation of construction plans and specifications for the Developer Improvements. The City shall be responsible for funding the preparation of construction plans and specifications for the City Improvements. City approval is required for all such plans and specifications.

6.17 **Approval of Construction Plans.** The City shall timely review, approve and sign, or disapprove and return with an explanation, as appropriate, construction plans for a Developer Improvement (the "**Plans**") The City shall review and approve, or disapprove, on a

timely basis the Plans as they are submitted to the City. The term "timely basis" shall be interpreted in light of the development schedule, as presented to the City by Developers, provided that in no event shall the City have fewer than 30 calendar days and no more than 45 calendar days for the City's initial review of submitted Plans. If the City disapproves any submitted Plans, the City shall provide a written explanation of the reasons for such disapproval so that if the Plans are revised in accordance with City's comments, the Plans will comply with the Applicable Rules and can be approved. The City shall, on a timely basis, review and comment on updates to re-submitted Plans. The term "timely basis" in the preceding sentence shall be interpreted that in no event shall the City have fewer than 15 calendar days and no more than 25 calendar days for the City to review and provide comments to any set of Plans that have been revised or updated based on previous comments from the City. Construction plans approved by the City are referred to as the "Approved Plans."

6.18 **Use of City Property and Easements.** The City hereby consents, at no cost to the Developers, to the use of any and all appropriate and available City rights-of-way, sites or easements that may be reasonably necessary to construct a Developer Improvement, or for the Developers to perform their respective obligations under this Restated Agreement; provided, however, that the City's consent is subject to City approval of the location of a Utility Improvement within the right-of-ways and easements and avoidance of utility facilities existing in such rights of way and easements. The location of any Developer Improvements described in the attached **Exhibit "C"** on City property other than the City rights-of-way and easements shall be in the discretion of the City. Developers have secured the dedication to the City of the Public Utility Easement recorded in Document No. 2011176460, Official Public Records of Travis County, Texas ("PUE"). The City agrees that it will reserve and allocate sufficient space within the PUE for wet and dry utility lines necessary to serve Tessera, including, electric, telephone, gas, cable, water and wastewater. The City agrees to cooperate and support Developers' acquisition of necessary easements from third parties.

6.19 **Easement Acquisition.** The Utility Facilities and related easements are necessary and required by the City for the City to provide water and wastewater service to Tessera, and for Developers to comply with the City Rules and obtain approval for the development of Tessera. The Developers shall pay costs of the acquisition (including the City's costs of such acquisition by condemnation or conveyance in lieu thereof) of any easements or land necessary for the construction of the Developer Improvements. The City Council has found the development of Tessera in compliance with this Restated Agreement will serve a public purpose and benefit the economy of the City and the public welfare. Therefore, if Developers determine that it may be necessary for the City to use its eminent domain powers to acquire property or an interest in property to install a Utility Improvement required by the City pursuant to this Restated Agreement, Developers will make a request to the City to proceed with the acquisition of the easement in compliance with applicable law. In any such event, the City proceeding to acquire such easement shall be subject to a finding by the City Council that such easement is required by the City and is necessary to accomplish a public purpose. The Parties agree to work cooperatively toward allowing the initiation of construction on a Developer Improvement on an easement being acquired by the City at the

earliest time lawfully permitted. Developers shall be responsible for all costs incurred, and for security and deposits required by the City, for or with respect to any such acquisition; provided that to the extent provided by this Restated Agreement all such costs shall be included in the cost of any such Developer Improvement for which Developers are by this Restated Agreement entitled to rebates or reimbursement by the City.

6.20 **Eminent Domain.** The City Council of the City hereby declares that: (a) there exists a public necessity for the construction of the Utility Facilities; (b) subject to all of the terms and conditions of this Restated Agreement, the Utility Facilities will be accepted by the City for ownership, operation and maintenance; (c) the City agrees, if the City Council finds the easement is necessary and required to accomplish a public purpose, to use its power of eminent domain to acquire such lands or easements in the circumstances provided herein; provided, however, the City will not use the power of eminent domain until there has been a commercially reasonable effort by Developers to negotiate and acquire the necessary property rights. If Developers have failed to obtain such lands or easements, then Developers may request the City to use its power of eminent domain to acquire said property rights. The City will act on such a request within 60 calendar days. Developers shall pay all costs associated with any such eminent domain proceedings authorized by the City. In any event, if found appropriate by the City Council for accomplishment of a public purpose, the City will timely proceed with eminent domain proceedings in order to obtain the right of possession as quickly as possible. The City will use reasonable efforts to file eminent domain proceedings within thirty days of the City's decision to proceed with eminent, domain. The City will use reasonable efforts to have a special commissioners hearing held and completed within the minimum time allowed under State Law for the filing of the eminent domain proceedings.

6.21 **Changes to Approved Plans: City Inspections.** The City shall timely review, approve and sign, or disapprove and return with specific comments, as appropriate, any requested changes to Approved Plans. For purposes of reviewing changes to Approved Plans, the term "timely" shall mean ten (10) calendar days . Developers shall cooperate with the City to assure the City is provided full opportunity to inspect the work and construction of the Developer Improvements, as construction progresses, the City shall timely inspect the construction of each Utility Improvement. For purposes of inspecting construction, the term "timely" shall mean no more than three (3) business days after the day on which a request for inspection is made. The City shall provide the contractor written notice within two (2) business days of any deficiency identified during an inspection.

6.22 **Fiscal Required.** If the Parties enter into a Financing Agreement in conjunction with the formation of the PID, then this provision shall be non-applicable to any Developer Improvement funded in whole or in part with funds from the PID. With respect to the construction of any of the Developer Improvements, cash or a letter of credit in lieu of cash (such letter of credit to be in a standard form reasonably acceptable to the City) shall be deposited with the City in an amount sufficient to fund the restoration of the area of construction to a safe, pre-construction condition, including, if necessary, removing or securing facilities or other improvements, filling trenches, revegetating, and capping lines. If

construction of a Developer Improvements is abandoned and disturbed areas are not restored within 30 days after demand by the City, then the City may draw upon the fiscal security to restore such areas. If cash is posted for the fiscal, the City will keep the funds in a separate trust account identified as fiscal for the construction project.

6.23 **City's Policies and Ordinances Apply to Service Within Tessera.** From and after the final acceptance by the City of all the Developer Improvements within a particular pressure plane, the City will provide water and wastewater service to all customers within the section of Tessera served within said pressure plane on the same terms and conditions as provided to water and wastewater connections within the City and in accordance with the City's policies and ordinances regarding water and wastewater service, as amended from time to time, subject only to the terms and conditions stated in this Restated Agreement. There will be no wastewater service charge associated with a water meter used only for landscaping.

6.24 **Contract and Bid Requirements.** Except as provided by Sections 4.03(m), Developers shall be solely responsible for the selection of contractors, the negotiation of construction contracts and the management of the construction contracts for the Developer Improvements, and pay all applicable plan review and construction inspection fees required by City ordinance or this Restated Agreement. All construction contracts for Developer Improvements shall require the contractor to post standard payment and performance bonds and a two-year warranty/maintenance bond.

6.25 **Satisfactory Completion of Developer Improvements.** Upon completion of construction of each of the Developer Improvements, Developers shall provide the City with final "record" drawings of the Developer Improvements. Developers' engineer shall provide a certificate of completion to the City and the City shall conduct a final inspection of the Developer Improvements within three (3) business days of receipt of said certificate of completion. The City shall, within two (2) business of conducting the final inspection provide a list of deficiencies found in the inspection so that if the deficiencies are corrected, the Developer Improvements will meet the requirements for acceptance by the City for ownership, operation and maintenance. The Developers shall be responsible for having those deficiencies remedied. Upon request, the City shall then re-inspect the Developer Improvement within three (3) business days, and if all deficiencies have been remedied to the City's satisfaction, the City shall furnish a Letter of Satisfactory Completion to Developers stating that the Developer Improvement has been constructed in substantial compliance with the Approved Plans, meets all applicable testing requirements and otherwise complies with the requirements of the City to accept the Developer Improvement for ownership, operation and maintenance.

6.26 **City Acceptance of Developer Improvements.**

(a) As a precondition to the City's final acceptance of a Developer Improvement, the following shall be delivered to the City: executed all bills paid affidavits, bills of sale, assignments, or other instruments of transfer reasonably requested by the City, in a form and

content reasonably acceptable to the City and the City Attorney, to evidence the City's ownership of same. Contemporaneously therewith, all bonds, warranties, guarantees, and other assurances of performance, record drawings, easements, project manuals and all other documentation related to the Developer Improvement to be accepted will also be delivered to the City. Utility easements for water and wastewater lines and other utility facilities within the Property may be conveyed by plat dedication or separate agreement and must be conveyed or dedicated to the City prior to the City's acceptance of the Developer Improvement.

(b) Upon the City issuing a Letter of Satisfactory Completion, Developers shall dedicate the Developer Improvement to the City. The City shall accept each such completed Developer Improvement for ownership, operation and maintenance within fifteen (15) calendar days of Developer's dedication of the Developer Improvement to the City. The City shall not unreasonably deny, delay, or condition its acceptance of such Developer Improvement. The Developers shall obtain a two year maintenance bond from the contractor and assign said bond to the City as a condition of the City's acceptance of the said Developer Improvement.

6.27 **City to Own, Operate and Maintain Developer Improvements.** From and after the time of the City's final acceptance of a Developer Improvement, the City will own, operate, and maintain each Utility Improvement as part of the City's utility system and shall be responsible for all costs associated with same. Upon the City's acceptance of all the Utility Improvements within a particular pressure plane and the City's acceptance of water and wastewater service lines within a recorded final plat, Developers shall be allowed to connect to the accepted water and wastewater service lines in such a manner to serve lots within the recorded plat; provided that City's applicable utility and connection fees are paid and that such connections meet the City's ordinance and technical requirements. The City's maintenance obligations shall be subject to the warranty and maintenance bond posted by the contractor.

\*\*\*\*\*

4. Exhibit "C" (Description of Utility Facilities) and Exhibit "D" (Water System and Water Facilities - Map of Water and Wastewater Lines and the Location of Other Utility Improvements) attached to the Restated Development Agreement are hereby deleted in their entirety and replaced with revised **Exhibit "C"** and **Exhibit "D"** attached to this First Amendment and dated 2016 Revisions.

5. Subsections 10.08(a) & (b) are amended to read as follows:

10.08 Post Termination Rights.

(a) Upon the termination of this Restated Agreement, this Restated Agreement will be of no further force and effect, except that such termination will not affect the City's obligation to: (a) allow connections, subject to City Rules, to the City's systems within each pressure plane of Tessera for which (i) the Subdivision Infrastructure has been constructed and accepted by the City; and (ii) the respective Utility Facilities described in **Exhibit "C"** has been constructed and accepted by the City; and (b) provide water and wastewater service in the amount of up to 2,030 LUEs if Developers have constructed all of the Lower and Middle Pressure Plane Developer Improvements and the City has accepted such Developer Improvements subject to compliance with the City Rules regarding connections to the City's utility system. The Developer

Improvements listed under the Upper Pressure Plane in the attached **Exhibit "C"** will remain necessary for the distribution of utility services and for pressure maintenance within the Property and for meeting fire flow requirements within the Property.

(b) For any portion of the Property having not received a final plat prior to the termination of this Restated Agreement or for which all Subdivision Infrastructure has not been constructed and installed by Developer and accepted by the City, the City shall have no obligation to complete the infrastructure and such obligation to install and construct infrastructure shall be the obligation of the person or person(s) requesting water or wastewater service according to the City Rules in effect at the time of the request. The City shall have no obligation to construct water or wastewater utilities within the Property; provided, however, if the Lower and Middle Pressure Plane Developer Improvements have been accepted by the City, then the City shall be obligated to complete all City Improvements identified in a City Response issued by the City prior to the termination of this Restated Agreement.

6. Except as modified by this First Amendment, the Restated Development Agreement remains in full force and effect. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Each of the parties executing this Amendment represents and warrants that it has been fully authorized and has the requisite authority to bind the respective party to the terms hereof.

**(remainder of page intentionally left blank; signature pages to follow)**

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment as of the date first above written.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the Effective Date.

**CITY:**

CITY OF LAGO VISTA, a home rule city  
and Texas municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Secretary

**HINES LAKE TRAVIS LP:**

HINES LAKE TRAVIS LAND LIMITED PARTNERSHIP,  
a Texas limited partnership

By: Hines Lake Travis GP LLC, a Delaware limited  
liability company, its general partner

By: Hines Interests Limited Partnership, a Delaware limited  
partnership, sole member

By: Hines Holdings, Inc., a Texas corporation, General Partner

By: \_\_\_\_\_  
Mark A. Cover, Senior Managing Director, CEO- Southwest Region

**HINES LAKE TRAVIS II LP:**

HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP,  
a Texas limited partnership

By: Hines Lake Travis II GP LLC, a Delaware limited  
liability company, General Partner

By: Hines Interests Limited Partnership, a Delaware limited  
partnership, sole member

By: Hines Holdings, Inc., a Texas corporation, General Partner

By: \_\_\_\_\_  
Mark A. Cover, Senior Managing Director, CEO-Southwest Region

**BILL OF SALE, CONVEYANCE AND ASSIGNMENT**

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

This Bill of Sale, Conveyance and Assignment (“Conveyance”) is made by and between Hines Lake Travis Land II Limited Partnership, a Texas limited partnership (“Grantor”), and City of Lago Vista, a home rule municipal corporation (“Grantee”), and is as follows:

**RECITALS:**

A. Grantor is current owner and holder of certain utility infrastructure and other facilities located in Lago Vista, Travis County, Texas, as such utility infrastructure, landscaping, and related facilities are more particularly described on **Exhibit “A,”** attached hereto and incorporated herein by reference (hereinafter collectively referred to as the “Facilities”).

B. Grantor desires to dedicate, convey and assign all of its right, title and interest in and to the Facilities to Grantee and Grantee desires to accept such conveyance subject to the terms more specifically set forth herein.

NOW, THEREFORE, for and in consideration of good and valuable consideration to Grantor given by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor has BARGAINED, GRANTED, CONVEYED, SOLD AND DELIVERED, and by these presents does BARGAIN, GRANT, CONVEY, SELL AND DELIVER to Grantee all of its right, title and interest in and to the Facilities.

TO HAVE AND TO HOLD all of Grantor’s right, title and interest, if any, and to the extent limited herein, in and to the Facilities unto Grantee, its successors and assigns forever.

EXECUTED to be effective this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**[Signatures to follow on next page]**

**GRANTOR:**

HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP,  
a Texas limited partnership

By: Hines Lake Travis GP LLC,  
a Delaware limited liability company, its general partner

By: Hines Interests Limited Partnership,  
a Delaware limited partnership, its sole member

By: Hines Holdings, Inc., a Texas corporation,  
its general partner

By: \_\_\_\_\_  
Name: Mark A. Cover  
Title: CEO Southwest Region/Senior Managing Director

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on \_\_\_\_\_, 2016, by Mark A. Cover, CEO Southwest Region / Senior Managing Director of Hines Holdings, Inc., a Texas corporation, on behalf of said corporation in its capacity as general partner of Hines Interests Limited Partnership, a Delaware limited partnership, on behalf of said limited partnership, in its capacity as sole member of Hines Lake Travis GP LLC, a Delaware limited liability company, on behalf of said limited liability company, in its capacity as general partner of Hines Lake Travis Land II Limited Partnership, a Texas limited partnership, on behalf of said limited partnership.

\_\_\_\_\_  
Notary Public, State of

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

GRANTEE:

CITY OF LAGO VISTA, TEXAS

BY: \_\_\_\_\_  
Dale Mitchell, Mayor

ATTEST:

\_\_\_\_\_  
Sandra Barton, City Secretary

THE STATE OF TEXAS           §

COUNTY OF TRAVIS           §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Dale Mitchell, Mayor of City of Lago Vista, Texas, a home rule municipal corporation, on behalf of said City.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

(SEAL)

## EXHIBIT "A"

### DESCRIPTION OF FACILITIES

1. Landscaping and other improvements in the Initial Entrance Road right of way from the rock wall at the Tessera Parkway to FMI431.

The Improvements correspond with specifications in the construction plans dated May 6, 2013 and March 13, 2013 and approved by the City of Lago Vista on May 5, 2013 and April 18, 2013 respectively.

2. Tessera Wastewater Lift Station located in Lot 12-X, Block F, Tessera on Lake Travis Phase 1A.

The Improvements correspond with specifications in the construction plans prepared by City Engineer Tim Hanie dated November 26, 2013.

3. Off-site Water Line re-paving rework located at Brewer Land and Deepwood.

The Improvements correspond with specifications in the construction plans dated March 13, 2013 and approved by the City of Lago Vista on April 18, 2013.

4. HDPE transmission line (+/-4,100 L.F. of 12") from the south end of Tessera Parkway to the Tessera West Ground Storage Tank site.

The Improvements correspond with specifications in the construction plans dated May 6, 2013 and March 13, 2013 and approved by the City of Lago Vista on May 5, 2013 and April 18, 2013 respectively.

Items Addressed in Other Agreements Between Grantor and Grantee that are either presented here or planned to be presented by end of calendar year, 2016.

1. Ground Storage Tank – construction eliminated one and delayed another; addressed in First Amendment to the Restated Development Agreement between Grantor and Grantee presented November 3, 2016 to City Council.
2. Two pumps next to the existing booster pump building at WTP No. 1; minimum capacity of each pump is 500 gpm; add SCADA system and control valves at City Water Treatment Plant No. 1. Addressed in Letter Agreement between Grantor and Grantee, presented to November 3, 2016 City Council.
3. Park Facilities-City acceptance of swimming pool, showers, park benches, parking spaces, and improved trails delayed pending completion of improvements that are presently under construction.

November \_\_\_, 2016

Hines Interests Limited Partnership  
Attention: Mark A. Cover  
811 Main St, Suite 4100  
Houston, Texas 77008  
Telephone (713) 237-5660  
Fax (713) 237-5657

Hines Interests Limited Partnership  
Attention: Darlene Louk  
515 Congress, Suite 1950  
Austin, Texas 78701  
Telephone (512) 652-0590  
Fax (512) 652-0598

Hines Interests Limited Partnership  
Attention: Rob Witte  
2200 Ross, Suite 42W  
Dallas, Texas 75201  
Telephone (972) 716-2925  
Fax (972) 934-1460

Sneed, Vine & Perry, P.C.  
Attn: Robert Kleeman  
900 Congress Avenue, Suite 300  
Austin, Texas 78701  
Telephone (512) 494-3135  
Fax (512) 476-1825

Re: Memorialize Agreement between the City and Hines for the Tessera Booster Pump Station at Water Treatment Plant #1.

THIS LETTER AGREEMENT ("Agreement") reflects the understanding and agreement by and among the City of Lago Vista, a home rule municipal corporation situated in the State of Texas (hereinafter referred to as "City"), and Hines Lake Travis Land II Limited Partnership, a Texas limited partnership (hereinafter referred to as the "Developer").

The City and Developer agreed verbally in 2013 for the City of Lago Vista to act as the General Contractor for constructing the Tessera Booster Pump Station at the City's Water Treatment Plant #1

(hereinafter "Project"). The Project has two horizontal split case pumps with a firm capacity of 500 gpm and pumps water into the 12" to 16" water transmission line constructed to serve the Tessera Development. The Developer and the City agreed that in exchange for the City constructing the Project, Developer would reimburse the City for the costs of construction incurred by the City. At the time of the agreement, the estimated cost of the work was \$250,000.00.

The work on the Project commenced in April 2013 and was completed in the Fall 2015. The final cost of such work came to \$263,878.32. The City submitted three (3) requests to Developer for reimbursement for the costs incurred on this Project. The requests were:

1. April 6, 2015 \$94,734.60;
2. June 30, 2015 \$27,877.68;
3. June 28, 2016 \$141,266.04

The parties agree that Developer has paid the City the first two reimbursement requests. The parties further agree that Developer may pay the third reimbursement request in two installments. Developer has paid the first installment in the amount of \$69,663.10 to the City on or before September 30, 2016. Developer will pay the second installment in the amount of \$71,602.94 to the City on or before December 31, 2016. Upon the full payment of the two installments of the third reimbursement request, Developer will have fulfilled all of its obligations with respect to the Project and the agreement between the parties with respect to the Project.

By signing below, this Agreement memorializes the actions between the parties and the agreement for the Project and payment thereof.

Signed on the \_\_\_\_ day of November, 2016.

**City of Lago Vista, Texas**

\_\_\_\_\_  
Melissa Byrne Vossmer  
City Manager

Signed on the \_\_\_\_\_ day of November, 2016.

**Hines Lake Travis Land II Limited Partnership, a Texas limited partnership**

By: Hines Lake Travis GP, LLC, a Delaware limited liability company, its general partner

By: Hines Interests Limited Partnership, a Delaware limited partnership, its sole member

By: Hines Holdings, Inc., a Texas corporation, its general partner

By: \_\_\_\_\_  
Mark A. Cover, Executive Vice President

“Exhibit C”  
DESCRIPTION OF UTILITY FACILITIES

This exhibit will lay-out the water and wastewater facilities necessary to provide City water and wastewater service to Tessera on Lake Travis (“Tessera”). The Utility Construction will be phased. The Phase I water and wastewater improvements will provide 500 LUE’s of service to Tessera. As long as Developers construct the necessary off-site Utility Improvements and internal utility improvements necessary to serve platted lots, Developers may use the 2030 water and wastewater LUE’s in any part of the Property at any time. Except as otherwise noted, all items listed below are Developer Improvements.

Basic Assumption:

Tessera has requested service for 2,030 water and wastewater LUE’s from the City. Unless the City approves and authorizes additional LUE’s of utility services for Tessera, the Utility Facilities are limited to 2,030 water and wastewater LUE’s of service. The Tessera development will require 3 water pressure planes to provide acceptable pressure ranges within the Property. Except as otherwise noted, Developers are responsible for the construction of all other water and wastewater lines required to deliver service to individual lots within the Property.

Water Service Zones for Tessera Development

	MSL I elevations	psi pressure
1. Lower Pressure Plane		
500 LUE’s		
Tank Overflow	997	
service zone	890	46
	715	147
2. Middle Pressure Plane		
510 LUE’s		
Tank Overflow	1025	
service zone	920	45
	870	67
3. Upper Pressure Plane		
1020 LUE’s		
Tank Overflow	1135	
service zone	1020	50
	900	101

---

I Mean Sea Level

## Water Components

### Lower Pressure Plane (500 LUE's)

The initial City service will be for 500 water and wastewater LUE's in lower water pressure plane.

Utility Improvements required to deliver water to the Phase I.

1. Construct + 9,000 L.F. of 12" High Density Poly Ethylene ("**HDPE**") transmission line from WTP No I to the street intersection of Brewer Lane and Deepwood Drive.
2. Construct + 8,000 L.F. of 14" HDPE transmission line from street intersection of Brewer Lane and Deepwood Drive to the south end of Tessera Pathway.
3. Inter-connect new pipelines described in (1.) and (2.) above to existing COLV water system to circulate flow to improve water quality to Tessera. Tie in point location is Bar-K Ranch Road and other tie-points at the City's discretion.
4. Add two pumps next to the existing booster pump building at WTP No. 1; minimum capacity of each pump is 500 gpm; add SCADA system and control valves at City WTP No. 1. Pumps can be installed outside, next to the existing pump building.
5. Construct + 3,500 L.F. of 18" HDPE transmission line from the street intersection of Brewer Lane and Deepwood Drive to the Paseo and Lohman GST Facility. Note: This water line must be in service prior to issuance of the 126th building permit in Tessera.

Note: Low flows will require the City to flush the transmission line once or twice a week until the Tessera Phase I Development has at least 80 to 100 water connections. With the City's concurrence, irrigation connections within the Tessera Development will be allowed. Also, the location of the initial connections (houses) will have an impact on the need of flushing. The City will bill the Developer the wholesale cost of the water flushed.

### Middle P.P. (510 LUE's)

Developer Improvements required for water service to Middle P.P.

1. Construct +/- 10,200 L.F. of 16" HDPE from Bar-k and FM1431 to the proposed Tessera GST.
2. Construct 500,000 gallons of ground storage near the Tessera entrance off of FM1431. Two 250,000 gallon ground storage tanks are preferred by the City to one 500,000 gallon tank.

Upper P.P. (1135 LUE's)

Developer Improvements required for sufficient water pressure in the Upper P.P.

Construction required:

1. Construct Elevated Tank 300,000 gallon capacity.
2. 3,200 L.F. of 16-inch water line from the east Tessera GST to the Tessera Elevated Water Tank (EST).
3. Booster Pump Station pumping to EST, pumps located at Tessera (East) GST site  
Design; Phase with 3-500 gpm pumps initially  
Complete with 4 Pumps total with 3 pumps producing 1500 gpm for daily use  
4th pumpstand-by

Wastewater Components

The wastewater collection line design described below assumes that a) the wastewater systems will also be developed in phases coinciding with the water pressure planes; and b) the number of LUE's per pressure plane. If Developers intend to reallocate the number of LUE's among the pressure planes, the sizing and location of the internal wastewater lines may need to be re-evaluated.

Off-site wastewater utilities necessary to service the Property: Phase I for 500 LUE's, Phase II Middle P.P. (510 LUE's) and Phase II Upper P.P. (1020 LUE's) for the Tessera Development

## Wastewater Components

Tessera wastewater lines are sized to serve by pressure planes based on the above LUE's.

### Phase I – Lower Pressure Plane

1. Wastewater Treatment Plant improvements at plant headwords. Construct force main header to combine multiple force mains entering plant.
2. Cost participate in the amount of \$173,200 with City on over-sizing the force main from the Hollows, increase force main to 14-inch approximately 3,650 L.F. Phase II 12-inch force main will tie into this line at Dawn Drive and Valley View.
3. Utilize City's existing 12-inch wastewater force main from existing Bar-K Lift Station to Turner Lift Station.
4. Upgrade existing Bar-K Wastewater Lift Station and the Turner Lift Station with increased pump capacity, add odor control and add SCADA control.
5. Utilize City existing 8-inch wastewater force main in Bar-K Ranch Road.
6. Force mains from Tessera development to the City's 8-inch force main in Bar-K Ranch Road. (Wastewater force main sizing and phasing to be verified by design engineer.)  
The following sizes are based on an analysis of flow.
  - a) Phase I, Lower P.P. construct approximately 6,500 L.F. of 8-inch HDPE wastewater force main from Burnet Trail in the Tessera development to Bar-K Ranch Road. **6" Force Main was Constructed**
7. Construct low pressure wastewater force main at Lake crossing 3-8" HDPE wastewater force mains. **3 – 6" HDPE Crossing under the lake were constructed and need to be evaluated to determine ability to serve the entire Tessera Development.**
8. Construct 8-inch HDPE low pressure wastewater force main to Burnet Trail. **Dependent on results of evaluation now under way.**

### Phase II – Middle Pressure Plane

9. Construct off-site lift station near the existing Bar-K Lift Station (L.S.)
  - a) Tessera L.S. will require new site. Recommend Lot 3095 Bar-K Section 3, next to existing L.S.
  - b) Wet well:  
Design; Wet well capacity and elevations:
    - 12-foot diameter
    - 26-foot deep
    - Bottom elevation 697
    - Top elevation 723
    - Flowline in for existing gravity line (approx.) elev. 708
  - c) Lift Station pumps to be phased.  
Require 3 pumplayout.

Design; Pumps

- Initially install (2) high head pumps

Add 3rd pump based on build-out, to be determined by City.

- d) Details: Standby generator (size for 3 pumps), odor control, new electrical and SCADA controls, etc.
- e) Connect discharge to the new 12-inch force main from Bar-K L.S. pumping to the Dawn Drive, tie into over-sized (12") Hollows force main.

10. Force mains from Tessera development to off-site new Bar-K L.S. (Wastewater force main sizing and phasing to be verified by design engineer.)

The following sizes are based on an analysis of flow.

- a) Phase I, Lower P.P. construct 8-inch HDPE force main from Bar-K Lift Station to phase I 8-inch HDPE at Surrey Lane and Bar-K Ranch Road. **6" FM was Constructed**
- b) Phase II, Middle P.P. construct 8-inch HDPE force main from Bar-K Lift Station to middle P.P. **Being Evaluated**

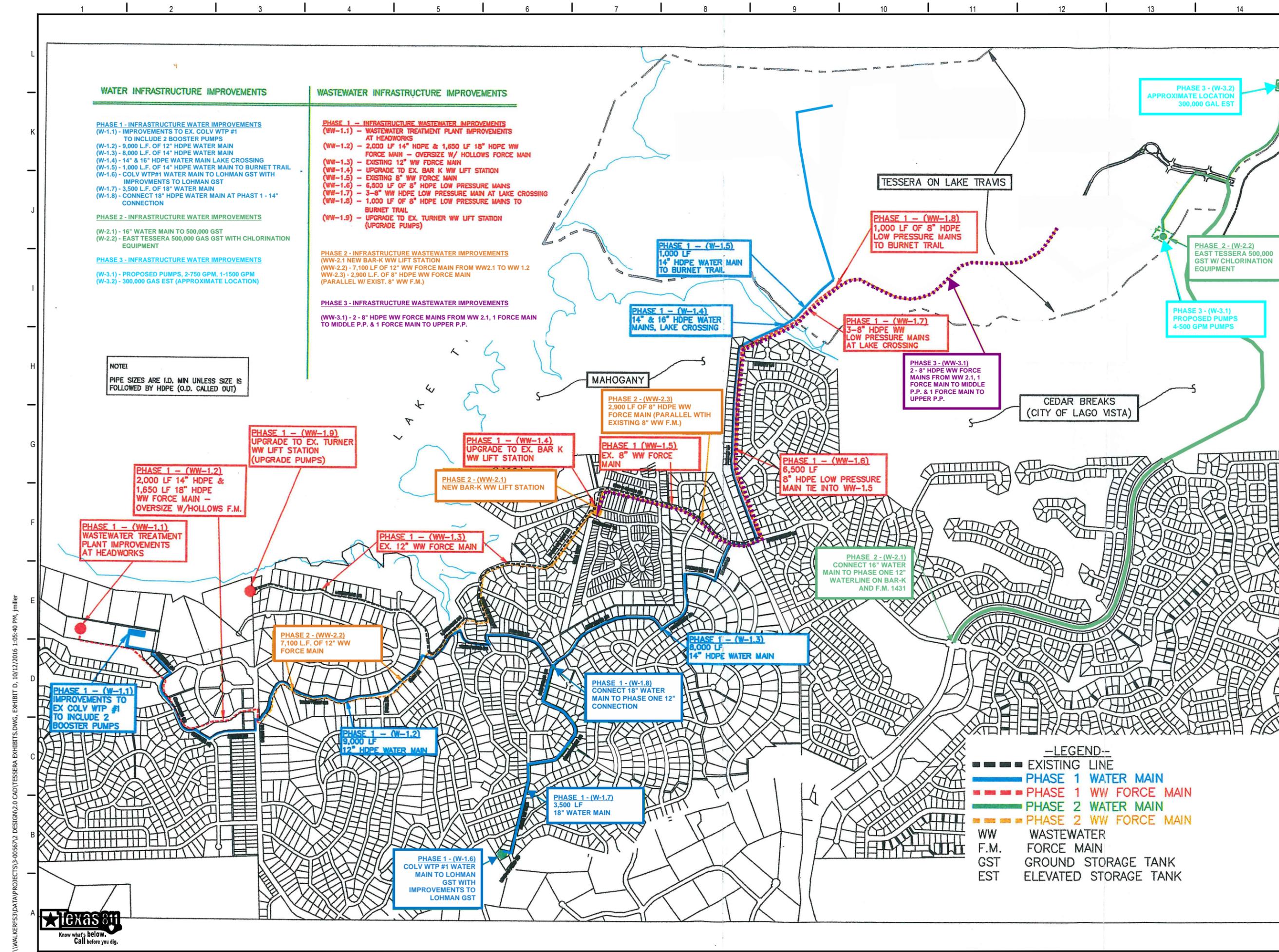
11. Wastewater Force Main (FM) from Bar-K Lift Station (LS) to Wastewater Treatment Plant (WWTP)

- a) New Bar-K Lift Station (wastewater component no. 9 above) shall be sized with high head pumps to pump all the way to the WWTP.
- b) Construct *12-inch* force main from Bar-K Lift Station to Dawn Drive and tie into 12- inch over-sized force main constructed in Phase I for Hollow wastewater service. **To be evaluated.**

### Phase III Upper Pressure Plane

12. Construct 8-inch wastewater force main from Surrey Lane to Bar-K Lift Station parallel to the existing City 8-inch wastewater force main at the same location. **To be evaluated.**

- a) Phase III, Upper P.P. construct 8-inch **HDPE** force main from Bar-K Lift Station to upper P.P. **Being Evaluated**



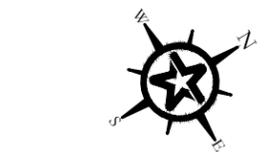
**WATER INFRASTRUCTURE IMPROVEMENTS**

- PHASE 1 - INFRASTRUCTURE WATER IMPROVEMENTS**  
 (W-1.1) - IMPROVEMENTS TO EX. COLV WTP #1 TO INCLUDE 2 BOOSTER PUMPS  
 (W-1.2) - 9,000 L.F. OF 12" HDPE WATER MAIN  
 (W-1.3) - 8,000 L.F. OF 14" HDPE WATER MAIN  
 (W-1.4) - 14" & 16" HDPE WATER MAIN LAKE CROSSING  
 (W-1.5) - 1,000 L.F. OF 14" HDPE WATER MAIN TO BURNET TRAIL  
 (W-1.6) - COLV WTP#1 WATER MAIN TO LOHMAN GST WITH IMPROVEMENTS TO LOHMAN GST  
 (W-1.7) - 3,500 L.F. OF 18" WATER MAIN  
 (W-1.8) - CONNECT 18" HDPE WATER MAIN AT PHASE 1 - 14" CONNECTION
- PHASE 2 - INFRASTRUCTURE WATER IMPROVEMENTS**  
 (W-2.1) - 16" WATER MAIN TO 500,000 GST  
 (W-2.2) - EAST TESSERA 500,000 GAS GST WITH CHLORINATION EQUIPMENT
- PHASE 3 - INFRASTRUCTURE WATER IMPROVEMENTS**  
 (W-3.1) - PROPOSED PUMPS, 2-750 GPM, 1-1500 GPM  
 (W-3.2) - 300,000 GAS EST (APPROXIMATE LOCATION)

**WASTEWATER INFRASTRUCTURE IMPROVEMENTS**

- PHASE 1 - INFRASTRUCTURE WASTEWATER IMPROVEMENTS**  
 (WW-1.1) - WASTEWATER TREATMENT PLANT IMPROVEMENTS AT HEADWORKS  
 (WW-1.2) - 2,000 LF 14" HDPE & 1,650 LF 18" HDPE WW FORCE MAIN - OVERSIZE W/ HOLLOWES FORCE MAIN  
 (WW-1.3) - EXISTING 12" WW FORCE MAIN  
 (WW-1.4) - UPGRADE TO EX. BAR K WW LIFT STATION  
 (WW-1.5) - EXISTING 8" WW FORCE MAIN  
 (WW-1.6) - 6,500 LF OF 8" HDPE LOW PRESSURE MAINS  
 (WW-1.7) - 3-8" WW HDPE LOW PRESSURE MAIN AT LAKE CROSSING  
 (WW-1.8) - 1,000 LF OF 8" HDPE LOW PRESSURE MAINS TO BURNET TRAIL  
 (WW-1.9) - UPGRADE TO EX. TURNER WW LIFT STATION (UPGRADE PUMPS)
- PHASE 2 - INFRASTRUCTURE WASTEWATER IMPROVEMENTS**  
 (WW-2.1) NEW BAR-K WW LIFT STATION  
 (WW-2.2) - 7,100 LF OF 12" WW FORCE MAIN FROM WW2.1 TO WW 1.2  
 (WW-2.3) - 2,900 L.F. OF 8" HDPE WW FORCE MAIN (PARALLEL W/ EXIST. 8" WW F.M.)
- PHASE 3 - INFRASTRUCTURE WASTEWATER IMPROVEMENTS**  
 (WW-3.1) - 2 - 8" HDPE WW FORCE MAINS FROM WW 2.1, 1 FORCE MAIN TO MIDDLE P.P. & 1 FORCE MAIN TO UPPER P.P.

**NOTE!**  
 PIPE SIZES ARE I.D. MIN UNLESS SIZE IS FOLLOWED BY HDPE (O.D. CALLED OUT)



DRAWING IS NOT TO SCALE

REV.	DESCRIPTION	DATE



**TESSERA ON LAKE TRAVIS**

**EXHIBIT "D" UTILITY PLAN**

PRELIMINARY FOR REVIEW ONLY

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF PROFESSIONAL ENGINEER GARY C. GRAHAM, JR. #20200 ON THE DATE SHOWN ON THE DATE STAMP. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.	DESIGNED	GG
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DRAWING NO.		EXHIBIT "D"

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**AGENDA ITEM**

City of Lago Vista

To: **Mayor & City Council** Council Meeting: **November 3, 2016**

From: **Melissa Byrne Vossmer, City Manager**

Subject: **Report Concerning the Refunding of \$5.685M Taxable and Tax-Exempt Bonds**

Request: **Report** Legal Document: **Other** Legal Review:

**EXECUTIVE SUMMARY:**

**At the September 1, 2016 Council Meeting, Council approved Ordinance No. 16-09-01-01 authorizing the issuance of General Obligation Refunding bonds. A copy of the agenda item is attached. In preparation of this refunding, the City went through a bond rating process and retained its' AA bond rating. In addition, the City went through the the required "Due Diligence" call on October 19, 2016 and through a number of rounds of reviews via email, the Preliminary Official Statement was finalized.**

**Tom Lawrence, Financial Advisor along with Jana Edwards, Bond Council and the rest of the team started pricing of these bonds on October 26, 2016. The pricing was completed the same day. All criteria identified to Council was met. Also attached is the final pricing documents and the result of the sale of the City of Lago Vista, Texas General Obligation Refunding Bonds, Series 2016A and Taxable Series 2016B. Apparently the timing into the market was good as it moved considerably on October 27th.**

**Tom Lawrence will be in attendance to provide a report to the Council.**

**Impact if Approved:**

N/A

**Impact if Denied:**

N/A

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

**Indicate Funding Source:**

N/A

**Suggested Motion/Recommendation/Action**

**Motion to:**

Approve Item

**Motion to:**

**Motion to:**

**Known As:**

**Report Concerning the Refunding of \$5.685M Taxable and Tax-Exempt Bonds**

**Agenda Item Approved by City Manager**

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## City of Lago Vista, Texas

General Obligation Refunding Bonds,  
Series 2016A and Taxable Series 2016B

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### Report

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## City of Lago Vista, Texas

General Obligation Refunding Bonds,  
Series 2016A and Taxable Series 2016B

### Total Issue Sources And Uses

Dated 12/01/2016 | Delivered 12/01/2016

	Tax-Exempt Refunding	Taxable Refunding	Issue Summary
<b>Sources Of Funds</b>			
Par Amount of Bonds	\$1,810,000.00	\$3,875,000.00	\$5,685,000.00
Reoffering Premium	204,473.90	-	204,473.90
<b>Total Sources</b>	<b>\$2,014,473.90</b>	<b>\$3,875,000.00</b>	<b>\$5,889,473.90</b>
<b>Uses Of Funds</b>			
Deposit to Current Refunding Fund	1,966,006.00	3,797,247.30	5,763,253.30
Costs of Issuance	31,658.15	49,011.85	80,670.00
Total Underwriter's Discount (0.735%)	13,282.35	28,498.90	41,781.25
Rounding Amount	3,527.40	241.95	3,769.35
<b>Total Uses</b>	<b>\$2,014,473.90</b>	<b>\$3,875,000.00</b>	<b>\$5,889,473.90</b>

## City of Lago Vista, Texas

General Obligation Refunding Bonds,  
Series 2016A and Taxable Series 2016B

### Gross Debt Service Comparison

Date	Principal	Coupon	Interest	New D/S	OLD D/S	Savings
09/30/2017	-	-	135,493.76	135,493.76	160,506.60	25,012.84
09/30/2018	45,000.00	-	191,705.40	236,705.40	1,160,000.20	923,294.80
09/30/2019	45,000.00	-	191,017.95	236,017.95	1,182,319.75	946,301.80
09/30/2020	50,000.00	-	190,207.08	240,207.08	1,181,536.55	941,329.47
09/30/2021	55,000.00	-	189,209.23	244,209.23	1,178,893.95	934,684.72
09/30/2022	275,000.00	-	185,259.43	460,259.43	1,400,930.25	940,670.82
09/30/2023	285,000.00	-	178,088.16	463,088.16	-	(463,088.16)
09/30/2024	295,000.00	-	170,056.26	465,056.26	-	(465,056.26)
09/30/2025	300,000.00	-	161,397.26	461,397.26	-	(461,397.26)
09/30/2026	305,000.00	-	152,493.76	457,493.76	-	(457,493.76)
09/30/2027	320,000.00	-	142,636.26	462,636.26	-	(462,636.26)
09/30/2028	330,000.00	-	131,681.26	461,681.26	-	(461,681.26)
09/30/2029	345,000.00	-	120,082.26	465,082.26	-	(465,082.26)
09/30/2030	360,000.00	-	107,735.76	467,735.76	-	(467,735.76)
09/30/2031	370,000.00	-	94,733.26	464,733.26	-	(464,733.26)
09/30/2032	385,000.00	-	80,761.18	465,761.18	-	(465,761.18)
09/30/2033	395,000.00	-	65,918.08	460,918.08	-	(460,918.08)
09/30/2034	415,000.00	-	50,501.08	465,501.08	-	(465,501.08)
09/30/2035	425,000.00	-	34,503.65	459,503.65	-	(459,503.65)
09/30/2036	335,000.00	-	19,949.63	354,949.63	-	(354,949.63)
09/30/2037	350,000.00	-	6,745.53	356,745.53	-	(356,745.53)
<b>Total</b>	<b>\$5,685,000.00</b>	<b>-</b>	<b>\$2,600,176.24</b>	<b>\$8,285,176.24</b>	<b>\$6,264,187.30</b>	<b>(2,020,988.94)</b>

#### PV Analysis Summary (Gross to Gross)

Gross PV Debt Service Savings	(162,776.73)
Contingency or Rounding Amount	3,769.35
Net Present Value Loss	\$(159,007.38)
Net PV Loss / \$5,683,000 Refunded Principal	(2.798%)
Net PV Loss / \$5,685,000 Refunding Principal	(2.797%)

#### Refunding Bond Information

Refunding Dated Date	12/01/2016
Refunding Delivery Date	12/01/2016

## City of Lago Vista, Texas

General Obligation Refunding Bonds,  
Series 2016A and Taxable Series 2016B

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
09/30/2017	-	-	135,493.76	135,493.76
09/30/2018	45,000.00	1.480%	191,705.40	236,705.40
09/30/2019	45,000.00	1.575%	191,017.95	236,017.95
09/30/2020	50,000.00	1.826%	190,207.08	240,207.08
09/30/2021	55,000.00	1.969%	189,209.23	244,209.23
09/30/2022	275,000.00	2.479%	185,259.43	460,259.43
09/30/2023	285,000.00	2.641%	178,088.16	463,088.16
09/30/2024	295,000.00	2.894%	170,056.26	465,056.26
09/30/2025	300,000.00	2.927%	161,397.26	461,397.26
09/30/2026	305,000.00	2.960%	152,493.76	457,493.76
09/30/2027	320,000.00	3.340%	142,636.26	462,636.26
09/30/2028	330,000.00	3.401%	131,681.26	461,681.26
09/30/2029	345,000.00	3.471%	120,082.26	465,082.26
09/30/2030	360,000.00	3.533%	107,735.76	467,735.76
09/30/2031	370,000.00	3.591%	94,733.26	464,733.26
09/30/2032	385,000.00	3.807%	80,761.18	465,761.18
09/30/2033	395,000.00	3.805%	65,918.08	460,918.08
09/30/2034	415,000.00	3.808%	50,501.08	465,501.08
09/30/2035	425,000.00	3.810%	34,503.65	459,503.65
09/30/2036	335,000.00	3.856%	19,949.63	354,949.63
09/30/2037	350,000.00	3.855%	6,745.53	356,745.53
<b>Total</b>	<b>\$5,685,000.00</b>	<b>-</b>	<b>\$2,600,176.24</b>	<b>\$8,285,176.24</b>

#### Yield Statistics

Bond Year Dollars	\$72,963.58
Average Life	12.834 Years
Average Coupon	3.5636630%
Net Interest Cost (NIC)	3.3406851%
True Interest Cost (TIC)	3.2580443%
Bond Yield for Arbitrage Purposes	3.1101371%
All Inclusive Cost (AIC)	3.3952660%

#### IRS Form 8038

Net Interest Cost	3.1636550%
Weighted Average Maturity	12.858 Years

## City of Lago Vista, Texas

### General Obligation Refunding Bonds, Series 2016A

## Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
02/15/2018	Serial Coupon	2.000%	1.050%	15,000.00	101.134%	-	-	-	15,170.10
02/15/2019	Serial Coupon	2.000%	1.170%	15,000.00	101.801%	-	-	-	15,270.15
02/15/2020	Serial Coupon	2.000%	1.270%	15,000.00	102.285%	-	-	-	15,342.75
02/15/2021	Serial Coupon	2.000%	1.380%	20,000.00	102.523%	-	-	-	20,504.60
02/15/2022	Serial Coupon	3.000%	1.480%	100,000.00	107.587%	-	-	-	107,587.00
02/15/2023	Serial Coupon	3.000%	1.610%	105,000.00	108.176%	-	-	-	113,584.80
02/15/2024	Serial Coupon	3.000%	1.700%	100,000.00	108.779%	-	-	-	108,779.00
02/15/2025	Serial Coupon	3.000%	1.830%	100,000.00	108.875%	-	-	-	108,875.00
02/15/2026	Serial Coupon	3.000%	1.970%	100,000.00	108.631%	-	-	-	108,631.00
02/15/2027	Serial Coupon	4.000%	2.070%	100,000.00	116.098%	c 2.228%	02/15/2026	100.000%	116,098.00
02/15/2028	Serial Coupon	4.000%	2.160%	100,000.00	115.283%	c 2.433%	02/15/2026	100.000%	115,283.00
02/15/2031	Term 1 Coupon	4.000%	2.300%	310,000.00	114.028%	c 2.796%	02/15/2026	100.000%	353,486.80
02/15/2034	Term 2 Coupon	4.000%	2.500%	310,000.00	112.263%	c 3.076%	02/15/2026	100.000%	348,015.30
02/15/2037	Term 3 Coupon	4.000%	2.600%	420,000.00	111.392%	c 3.228%	02/15/2026	100.000%	467,846.40
<b>Total</b>	-	-	-	<b>\$1,810,000.00</b>	-	-	-	-	<b>\$2,014,473.90</b>

### Bid Information

Par Amount of Bonds	\$1,810,000.00
Reoffering Premium or (Discount)	204,473.90
Gross Production	\$2,014,473.90
Total Underwriter's Discount (0.734%)	\$(13,282.35)
Bid (110.563%)	2,001,191.55
Total Purchase Price	\$2,001,191.55
Bond Year Dollars	\$23,187.06
Average Life	12.811 Years
Average Coupon	3.8274672%
Net Interest Cost (NIC)	3.0029056%
True Interest Cost (TIC)	2.7980810%

## City of Lago Vista, Texas

### Limited Tax Note, Series 2015

(Callable at Par 02/15/2017)

## Total Refunded Debt Service

Date	Principal	Coupon	Interest	Total P+I
02/15/2017	-	2.160%	21,006.00	21,006.00
02/15/2018	310,000.00	2.160%	42,012.00	352,012.00
02/15/2019	341,000.00	2.160%	35,316.00	376,316.00
02/15/2020	349,000.00	2.160%	27,950.40	376,950.40
02/15/2021	356,000.00	2.160%	20,412.00	376,412.00
02/15/2022	589,000.00	2.160%	12,722.40	601,722.40
<b>Total</b>	<b>\$1,945,000.00</b>	<b>-</b>	<b>\$159,418.80</b>	<b>\$2,104,418.80</b>

### Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	12/01/2016
Average Life	3.500 Years
Average Coupon	2.1600000%
Weighted Average Maturity (Par Basis)	3.500 Years

### Refunding Bond Information

Refunding Dated Date	12/01/2016
Refunding Delivery Date	12/01/2016

## City of Lago Vista, Texas

### General Obligation Refunding Bonds, Taxable Series 2016B

## Pricing Summary

<b>Maturity</b>	<b>Type of Bond</b>	<b>Coupon</b>	<b>Yield</b>	<b>Maturity Value</b>	<b>Price</b>	<b>Dollar Price</b>
02/15/2018	Serial Coupon	1.220%	1.220%	30,000.00	100.000%	30,000.00
02/15/2019	Serial Coupon	1.363%	1.363%	30,000.00	100.000%	30,000.00
02/15/2020	Serial Coupon	1.751%	1.751%	35,000.00	100.000%	35,000.00
02/15/2021	Serial Coupon	1.951%	1.951%	35,000.00	100.000%	35,000.00
02/15/2022	Serial Coupon	2.181%	2.181%	175,000.00	100.000%	175,000.00
02/15/2023	Serial Coupon	2.431%	2.431%	180,000.00	100.000%	180,000.00
02/15/2024	Serial Coupon	2.840%	2.840%	195,000.00	100.000%	195,000.00
02/15/2025	Serial Coupon	2.890%	2.890%	200,000.00	100.000%	200,000.00
02/15/2026	Serial Coupon	2.940%	2.940%	205,000.00	100.000%	205,000.00
02/15/2027	Serial Coupon	3.040%	3.040%	220,000.00	100.000%	220,000.00
02/15/2028	Serial Coupon	3.140%	3.140%	230,000.00	100.000%	230,000.00
02/15/2029	Serial Coupon	3.240%	3.240%	240,000.00	100.000%	240,000.00
02/15/2030	Serial Coupon	3.340%	3.340%	255,000.00	100.000%	255,000.00
02/15/2031	Serial Coupon	3.440%	3.440%	270,000.00	100.000%	270,000.00
02/15/2037	Term 1 Coupon	3.739%	3.739%	1,575,000.00	100.000%	1,575,000.00
<b>Total</b>	-	-	-	<b>\$3,875,000.00</b>	-	<b>\$3,875,000.00</b>

### Bid Information

Par Amount of Bonds	\$3,875,000.00
Gross Production	\$3,875,000.00
Total Underwriter's Discount (0.735%)	\$(28,498.90)
Bid (99.265%)	3,846,501.10
Total Purchase Price	\$3,846,501.10
Bond Year Dollars	\$49,776.53
Average Life	12.846 Years
Average Coupon	3.4407770%
Net Interest Cost (NIC)	3.4980307%
True Interest Cost (TIC)	3.4874120%

## City of Lago Vista, Texas

### Limited Tax Note, Taxable Series 2015

(Prepayable at Par on or after 02/15/2017)

## Total Refunded Debt Service

Date	Principal	Coupon	Interest	Total P+I
02/15/2017	-	-	59,247.30	59,247.30
02/15/2018	704,000.00	3.170%	118,494.60	822,494.60
02/15/2019	725,000.00	3.170%	96,177.80	821,177.80
02/15/2020	747,000.00	3.170%	73,195.30	820,195.30
02/15/2021	769,000.00	3.170%	49,515.40	818,515.40
02/15/2022	793,000.00	3.170%	25,138.10	818,138.10
<b>Total</b>	<b>\$3,738,000.00</b>	<b>-</b>	<b>\$421,768.50</b>	<b>\$4,159,768.50</b>

### Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	12/01/2016
Average Life	3.265 Years
Average Coupon	3.1700000%
Weighted Average Maturity (Par Basis)	3.265 Years

### Refunding Bond Information

Refunding Dated Date	12/01/2016
Refunding Delivery Date	12/01/2016



**AGENDA ITEM**

**City of Lago Vista**

**To:** Mayor & City Council Council Meeting: September 1, 2016

**From:** Melissa Byrne Vossmer, City Manager

**Subject:** Consideration of Ordinance No. \_\_\_\_, An Ordinance Authorizing the Issuance of City of Lago Vista, Texas General Obligation Refunding bonds in a Tax-Exempt and Taxable Series; Establishing Procedures and Delegating Authority for the Sale and Delivery of the Bonds; Levying an Annual Ad Valorem Tax and Providing for the Security for and Payment of Such Bonds; Declaring an Effective Date and Authorizing and Enacting Other Matters and Provisions Relating to the Subject.

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

**EXECUTIVE SUMMARY:**

As Council will recall, direction was received at the August 4, 2016 City Council Meeting through the adoption of Resolution No. 16-1660 to post required notices for a public hearing regarding the possible issuance of General Obligation Refunding bonds. These public notices were published on August 11th, 18th and 25th in The Hill Country News. The Public Hearing is also on the agenda this evening.

As outlined above, Ordinance No. \_\_\_\_, authorizes the City's financial team to move forward with the refunding of \$6.1M in taxable and tax-exempt bonds. Through the adoption of this Ordinance, the City is authorizing the Pricing Officer (City Manager) to sell and deliver the bonds based on the sale meeting the defined "criteria" found in Section 2(a) of the attached ordinance. These "criteria" are as follows:

- (i) The aggregate original principal amount of the Tax-Exempt Bonds and the Taxable Bonds shall not exceed \$6,100,000;
- (ii) The net present value cost of refunding the Tax-Exempt Refunded Obligations and the Taxable Refunded Obligations shall not exceed 3.00% of the aggregate principal amount of the Tax-Exempt Bonds and the Taxable Bonds;
- (iii) The true interest cost of the Tax-Exempt Bonds shall not exceed 3.25% per annum provided that the net effective interest rate on the Tax-Exempt Bonds shall not exceed the maximum rate set forth in Chapter 1204, Texas Government Code, as amended;

**(iv) The true interest cost of the Taxable Bonds shall not exceed 4.50% per annum provided that the net effective interest rate on the Taxable Bonds shall not exceed the maximum rate set forth in Chapter 1204, Texas Government Code, as amended;**

**(v) The final maturity of the Tax-Exempt Bonds and the Taxable Bonds may not be later than twenty-five years from the date of issuance of the Bonds; and**

**(vi) The delegation made hereby shall expire if not exercised by the Pricing Officer on or before March 1, 2017.**

**The bonds will not be refunded if we are unable to meet these "criteria". It should be noted that while the City Manager is the Authorized Pricing Officer, the City will be guided by Tom Lawrence, Financial Advisor; Jana Edwards, Bond Counsel; and Barbara Boulware-Wells, City Attorney to make sure that all conditions and criteria are met. The City Council will be kept in the loop as this process moves forward.**

**Attached is the August 4 presentation by Tom Lawrence, Ordinance No. \_\_\_\_ and memorandum prepared by Jana Edwards.**

**Impact if Approved:**

**The City of Lago Vista positions itself to refund existing debt at a lower rate thereby providing savings to the City.**

**Impact if Denied:**

**The City of Lago Vista does not position itself to move forward with the refunding of existing debt which impacts the future I & S rate and won't provide for the restructuring of the City's outstanding ad valorem tax debt in order to provide more level debt service and impacts future operations of the City and capital improvement projects.**

**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:**

**Enact Ordinance**

**Motion to:**

**Motion to:**

**Known As:**

**An Ordinance Authorizing the Issuance of City of Lago Vista, Texas General Obligation Refunding bonds in a Tax-Exempt and Taxable Series; Establishing Procedures and Delegating Authority for the Sale and Delivery of the Bonds; Levying an Annual Ad Valorem Tax and Providing for the Security for and Payment of Such Bonds; Declaring an Effective Date and Authorizing and Enacting Other Matters and Provisions Relating to the Subject.**

**Agenda Item Approved by City Manager**

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**AGENDA ITEM**

City of Lago Vista

**To:** Mayor & City Council Council Meeting: November 3, 2016

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

**Subject:** Workshop to provide input and information concerning proposed new electronic City sign.

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

**EXECUTIVE SUMMARY:**

**This is a project that I volunteered for due to my previous experiences with reviewing and permitting signs. To broaden input on the sign designs and locations an internal sign committee consisting of myself and other City staff associated with Public Works and Library convened several times to finalize proposed location and basic sign design. This consisted of locations along Lohman Ford Rd. and 1431.**

**Initial locations for the Lohman Ford road sign where near the intersection of Boggy Ford Rd. and Lohman Ford Rd., intersection of Dawn Dr. and Lohman Ford Rd., and near the chosen Mojo's site. The proposed location for the Lohman Ford sign would be located in the City owned ROW next to the old Mojo's site. This site was chosen due to the relative straightness and flatness of the roadway in this area and the ability to tie into electrical lines. Material and fundamental design were chosen by the Committee and has been incorporated into this proposed sign.**

**Staff has highlighted the overall costs and design of the sign. This would be a 12' tall and 12' wide sign structure (however estimate is for a 10.6' tall sign at 12' wide). It will consist of limestone base and caps with stucco. The electronic reader board is 10' x 3' for 30 sq. ft in size. Sign letters/icon would be mounted no more than 2" from facade and consist of reverse lit channel letters (halo illumination) with similar lighting pattern to the "Montechino" sign. Max sign icon height appears to be 3' in height. Initial costs for the sign are \$70,000; this cost doesn't factor wiring electrical into the sign or any PEC related costs for metering it. Due to the cost associated with the sign this project may need to be bid.**

**Another location considered for a sign is at near the intersection of 1431 and Dodge Trail on private property either to be purchased or placement of an easement. This would reach future traffic not accessing the Lohman Ford corridor and be able to access electrical lines. Other locations looked at included near the CEFCO station on 1431, intersection of Bar K Ranch Rd., and 1431 but this site was chosen as it would not block other signs and would have the second highest amount of traffic near it. This sign has not been designed at this time, however it would be similar in nature to the Lohman Ford sign.**

**Impact if Approved:**

N/A

**Impact if Denied:**

N/A

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

**Indicate Funding Source:**

Hotel Occupancy Tax

**Suggested Motion/Recommendation/Action**

**Motion to:**

Approve Item

**Motion to:**

Deny Item

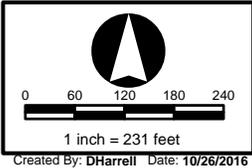
**Motion to:**

Table Item

**Known As:**

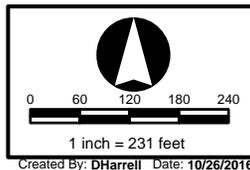
N/A

# Lohman Ford Sign Location



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No responsibility is assumed by the City of Lago Vista or the author for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.

# FM 1431 & Dodge Trail Intersection Sign Location



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No responsibility is assumed by the City of Lago Vista or the author for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.

# LARGE MONUMENT



## GENERAL DETAILS:

12'-0" TALL, 12'-0" WIDE MONUMENT ATOP NICOTINE-COLORED LIMESTONE BASE w/ LIMESTONE CAPSTONES.  
BASE: 1st TIER 3ft DEEP, 12ft WIDE, 2ft TALL. 2nd TIER 2ft-4in DEEP, 12ft WIDE, 2ft TALL.  
SIGN FACE: 8ft TALL, 11ft-6in WIDE, 1ft-6in DEEP ALUMINUM SIGN CABINET W/ STUCCO FINISH. DOUBLE SIDED.  
REVERSE-LIT CHANNEL LETTERS SPACED OFF ALUMINUM CABINET,  
MOUNTED ABOVE 3' x 10' FULL-COLOR LED DISPLAYS.

Texas Custom  
SIGNS

2007 Windy Terrace, Suite A  
Cedar Park, Texas 78613  
Ph: 512-401-6500 Fax: 512-401-6502  
www.texascustomsigns.com



TSCL# 18361



Signs will be manufactured with 120 Volts A/C. All Primary electrical service to the sign is the responsibility of the buyer. This sign is intended to be installed in accordance with the requirements of Article 600 of the NEC and/or other applicable local codes. All bonding & grounding must be done by a qualified, licensed electrician and in accordance with UL Article 600 of the National Electrical Code (NEC).

This is an original un-published drawing created by Texas Custom Signs, unless otherwise indicated. It is submitted for your personal use in regards to the project being considered. You are not to show these drawings to anyone outside your organization, nor can you use, reproduce, copy, or otherwise exhibit them in any fashion not directly related to the project being planned and produced by Texas Custom Signs.

Client Name: **City of Lago Vista**

Address: **Lohman Rd**

Start Date: **5.19.16**

Last Revision: **7.26.16**

Revision #: **R 2**

Filename: **LagoVista\_MON.pdf**

Page: **1 of 1**

Project Manager:

*Keith Bruneman*

*keith@texascustomsigns.com*

Client Approval

Date

\*Production will not begin without authorized signature from client.

# Estimate



**Texas Custom SIGNS**  
 2007 Windy Terrace Suite A  
 Cedar Park, TX 78613  
 ph. (512) 401-6500  
 fax (512) 401-6502  
 email: info@texascustomsigns.com

Estimate: **16 14392**

Printed 8/30/2016 12:19:09AM

Description: **City Entrance ID Monument with LED**

Prepared For: David Harrell

ph: (512) 527-3540

Company: City of Lago Vista

fax: (512) 267-5265

Estimate Date: 8/10/2016 2:29:03PM

email: dharrell@lago-vista.org

Product	Font	Qty	Sides	Height	Width	Unit Cost	Install	Item Total
1 Monument Signs		1	2	12	12	\$37,562.00	\$675.00	\$38,237.00

**Color:**

**Description:** 10' 6" tall, 12' wide monument utilizing stone block base with TX limestone capstone body. Double-Sided. Reverse Lit Channel Letters spaced off cabinet, mounted above 3' x 10' full color LED Display.

**Text:**

Product	Font	Qty	Sides	Height	Width	Unit Cost	Install	Item Total
2 LED Sign		1	2	3	10	\$29,741.00	\$1,625.00	\$31,366.00

**Color:** RGB

**Description:** LED Color: 1R1G1B Full Color Total Weight: 393.40 Lbs  
 Pixel Pitch: 19mm  
 Display Configuration: Double Sided Ventilation: Fan-Less  
 Total Square Feet (per face): 30 Frames Per Second: 60  
 Display Dimensions: 3 feet tall x 10 feet wide Dimming: Scheduled, or Manual  
 Viewing Area: 3 feet tall x 10 feet wide Viewing Angle: 160° Horizontal / 90° Vertical  
 Display Matrix: 48 x 160 Estimated LED Lifetime: 100,000  
 Warranty: 5 Years  
 Average Continuous Power: 604.10 watts  
 Max Power @ 110V: 16.02 amps  
 Max Power @ 220V: 8.01 amps  
 Input Voltage 90V - 260V  
 Cloud-based- Program with iPad or Lap top  
 UL Listed  
 Install in Lago Vista, TX  
 Customer to provide electrician and power. (2) circuits required for LED (1) 220V 20A for the 19mm LED DF a (1) 120V 20A circuit for the sign header. Grounding rod may be required as well.  
 Install on new pole in new monument

**Text:**

Product	Font	Qty	Sides	Height	Width	Unit Cost	Install	Item Total
3 Sign Permit		1	1	0	0	\$0.00	\$0.00	\$0.00

**Color:**

**Description:** Customer to provide permit

**Text:**

Product	Font	Qty	Sides	Height	Width	Unit Cost	Install	Item Total
4 Engineering		1	1	1	1	\$350.00	\$0.00	\$350.00

**Color:** White

**Description:**

**Text:**

# Estimate



**Texas Custom SIGNS**  
2007 Windy Terrace Suite A  
Cedar Park, TX 78613  
ph. (512) 401-6500  
fax (512) 401-6502  
email: info@texascustomsigns.com

Estimate: **16 14392**

Printed 8/30/2016 12:19:09AM

**Notes:**

\*\*Additional charges will apply for unforeseen obstructions behind the wall & underground. Any damage that occurs while drilling shall be repaired by customer at customer's expense. Note: Electrical Hook Up From Primary Source To Sign Not Included. All electrical signs manufactured by this company are warranted against defective parts, material and workmanship with the exception of incandescent and fluorescent lamps, for a period of 90 days from the date of installation. For the next 275 days after the expiration of the 90 day period, any defective parts and material with the exception of lamps will be replaced at no cost to the buyer for such parts and material. However, the cost of the labor for installing such parts and material will be charged at regular hourly rates. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER SU WARRANTIES WITH RESPECT TO SUCH ELECTRICAL SIGNS BEING HEREBY EXPRESS EXCLUDED. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Texas Custom Signs, 2007 Windy Terrace, Suite A, Cedar Park, TX 78613. 512-401-6500, TSCL 18361. Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599; website:www.license.state.tx.us/complaints. All electrical wiring and transformers or ballasts must be installed correctly in the raceway for this install. Additional charges will apply for additional electrical work outside the scope of install.

Line Item Total:	<b>\$69,953.00</b>
Tax Exempt Amt:	<b>\$69,953.00</b>
Subtotal:	<b>\$69,953.00</b>
Taxes:	<b>\$0.00</b>
<b>Total:</b>	<b>\$69,953.00</b>

Deposit Required: **\$34,976.50**

Company: City of Lago Vista  
P.O. Box 4727  
Lago Vista, TX 78645

Received/Accepted By: \_\_\_\_\_ / /



**AGENDA ITEM**

City of Lago Vista

To: Mayor & City Council Council Meeting: November 3, 2016

From: David Harrell, AICP, Director

Subject: Workshop to provide input and information concerning proposed code changes to the Sign Code.

Request: Business Item Legal Document: Other Legal Review:

**EXECUTIVE SUMMARY:**

Citizens and businesses have asked the City to look into allowing some temporary off premise signage within the ROW for some businesses in the City on a one day temporary basis. Below are the current regulations that prohibit these types of signs in the ROW:

**Sec. 4.801 Definitions**

**Bandit Sign.** Any sign posted on a utility pole, street sign, street furniture, or sign posted in the right-of-way, of any size, including signs with wood or wire framing, post or stakes. No sign owned or placed by the city, county, state, or a public utility shall be considered a bandit sign. (Ordinance 11-09-15-02, sec. 1, adopted 9/15/11).

**Sec. 4.803 Compliance Required**

A person may not erect, place, maintain, alter, or relocate a sign within the city or its extraterritorial jurisdiction except in compliance with the provisions of this article.

**Sec. 4.812 Enforcement**

**(b) Bandit Signs.**

- (1) Bandit signs are hereby declared to be abandoned trash at the time of posting and may be removed and discarded without notice.**
- (2) Any citizen removing a bandit sign or other sign in the right-of-way shall do so at his or her own risk, and neither the city, nor any public utility exercising control of the right-of-way, pole, or fixture shall be liable for damage, loss or injury due to such independent acts.**
- (3) Nothing within this section shall be interpreted or applied so as to prohibit a**

property owner or that owner's agent from removing or authorizing the removal of sign-age on that owner's property.

Our codes do allow for exceptions to the bandit sign standards for open house and garage sale signs in the ROW so long as they meet certain requirements. In conducting research with our neighboring cities, the modification of these regulations to allow for these exemptions would be unique in regards to our neighboring cities. Please see below regarding exceptions for prohibited signs in the ROW.

**Cedar Park – Prohibited in ROW except human signs no closer than 5' from travel lane, civic signs, garage sales, open house.**

**Leander – Prohibited in ROW except banners can extend into US 183 ROW only**

**Marble Falls – Prohibited in ROW except sandwich board signs in Main St. District**

**Recommendation:**

In order to allow for one day (weekend) signs an option would be to allow an exemption for all temporary directional signs in the ROW based on a certain number and size. The number and sizes would limit placement and excessive signage in the ROW. We would have to establish standards on which roads to place these signs and actually create the framework for a "temporary directional signs".

**Discussion:**

Staff is asking for your input and guidance on the matter and will provide additional input at the Council Meeting.

**Impact if Approved:**

N/A

**Impact if Denied:**

N/A

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

**Indicate Funding Source:**

N/A



**AGENDA ITEM**

City of Lago Vista

**To:** Mayor & City Council Council Meeting: November 3, 2016

**From:** Melissa Byrne Vossmer, City Manager

**Subject:** Discussion Concerning Establishment of a City of Lago Vista Economic Development Committee

**Request:** Report Legal Document: Other Legal Review:

**EXECUTIVE SUMMARY:**

The City of Lago Vista currently does not have a committee dedicated to economic development in support of existing and new businesses. The Council had directed this item to come forward this fall after the budget was completed. As such, this item is on the agenda for Council discussion and direction.

In terms of background, the City at one time, had an active Economic Development Committee comprised of elected officials and community volunteers. They were successful in bringing to Lago Vista CVS Pharmacy as well as what is now Lowe's and Ace Hardware. In addition, they were able to bring the first health clinic as well. The group stopped functioning several years ago. Since that time, I am not aware of any organized effort to support economic development activities.

The concept of the need to re-create a City of Lago Vista Economic Development Committee has been discussed by Council twice over the last eight months. First in April when Council wanted to begin to look at developing an incentives package in support of businesses and again in May when a Council Economic Development Committee was discussed. A copy of the Council's agenda items are attached. Also attached is the updated Policy for the Council Economic Development Committee which was developed based on the May discussion.

There are any number of configurations of how an Economic Development Committee can be structured and is dependent on the needs and goals of the community. It can be a Council or community based committee or a combination of both. Added to the discussion is the possible development of a Type B Community Development

**Corporation, also known as Proposition 3 on the November 8, 2016 ballot which can provide funding in support of economic development activities and has a structure specified by State Statute. If approved, is this the right structure? There is also our Chamber of Commerce which should be a strong partner in any economic development activity, continuing to compliment the relationship current in place.**

**When the discussion of the Council Economic Committee was first brought up, it was intended among other things to be a committee that could develop appropriate strategies and work with the community to define and develop a 5-year economic development plan for the City; meet and confer with the City Manager on possible economic activities and be available to provide input and guidance. As Council knows from my updates, I tend to meet with parties interested in Lago Vista on a fairly regular basis.**

**In addition, the development of an appropriate incentives program as well the 5-year plan and including it on the City's website was meant to reflect Lago Vista was and is open for business. As we have found out over the last year, the City has not had a presence in the Austin area which we have been working to reverse.**

**Depending on the city, there are a whole host of possible programs and activities which support several goals including 1) existing businesses; 2) filling retail / commercial / service industry gaps; and 3) specific, targeted business such as businesses that are considered light and environmentally friendly production. Given Lago Vista is located on the North Shore of Lake Travis, it also makes sense to develop goals that build on our proximity to the lake and the Refuge as well as developing a better of understanding of our tourism market and looking for ways to expand those opportunities.**

**Possibly a first step consider, after the Council is seated in November, establishing a Council Committee to initiate a community dialogue as a foundation for going forward.**

**Impact if Approved:**

**Direction Only.**

**Impact if Denied:**

**Direction Only**

**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:**

**Discussion Concerning Establishment of a City of Lago Vista Economic Development Committee**

**Agenda Item Approved by City Manager**



AGENDA ITEM

City of Lago Vista

To:  Council Meeting:

From:

Subject:

Request:  Legal Document:  Legal Review:

**EXECUTIVE SUMMARY:**

Like so many cities in the Austin area, Lago Vista is enjoying growth in new home construction with new families moving here, additional commercial development and the construction of Anadomine. The City, through a series of partnerships, is now actively recruiting new commercial and retail to locate here based on work done by Buxton. A Farmer's Market is now available on Friday's and the broker for Lago Vista Village is somewhat optimistic about their ability to bring tenants. In short, the economic development environment is very strong right now.

From a historical perspective, in previous years, the City of Lago Vista utilized an economic development committee to recruit new business. There was quite a bit of success with the CVS Pharmacy and what is now Ace Hardware and Lowes (Super S) Market. That effort tapered off a few years ago and since that time there has not been a coordinated City effort for recruitment of new businesses until the Buxton project was initiated in the summer of 2015.

Part of the success in getting Super S to locate in Lago Vista was an agreement, copy attached, to provide some financial support in the form of a sales tax rebate. As you can see, the agreement required a level of investment and timeline for opening, among other things, as conditions for approving the rebate. This is standard in economic development incentives.

The sales tax rebate is just one form of a possible economic development incentive that a City can offer. Given the development going on in Lago Vista, Councilman Shoumaker asked that this item be added to the agenda as it seems like an appropriate

time to begin to discuss and identify what incentives the City may wish to offer. Once determined along with guidelines and performance requirements, this information can be included on the City's website as well as made available through a handout material as well.

Attached are several documents for information purposes. These include:

- City of Burnet Economic Development and Geographic Information
- City of Elgin Economic Development Incentives
- City of Buda Economic Development Incentives

The City of Lago Vista does not have an economic development plan. I believe it is time for us to move in that direction. Part of that plan should be the City Council's vision, goals, community geographic information, available incentives and guidelines and possibly a facade program.

The City is somewhat at a disadvantage in that we do not have any sales tax dedicated to a 4B Corporation like many cities in support of quality of life and economic development. We currently do not have the capacity in the sales tax. Staff has put together information about other smaller cities in the area and find that many of them operate under the auspices of a 4B Corporation. These cities include Marble Falls, Burnet, Elgin and Buda. We are putting this material together for you.

While discussion concerning economic development incentives and guidelines are important, possibly it is also time for the City Council to consider reactivating the Economic Development Committee. Among other things, the Committee could be tasked in fleshing out the incentives and guidelines as well as identification of goals for Council consideration.

**Impact if Approved:**

The City of Lago Vista will develop written policy and guidelines and have in place to assist in bringing additional economic development to Lago Vista. This information will be available for anyone to view at any time and will be one more way of marketing ourselves.

**Impact if Denied:**

The City of Lago Vista won't have a written policy and guidelines but could be discussed on a case-by-case basis.

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

Indicate Funding Source:

N/A



AGENDA ITEM

City of Lago Vista

To: Mayor & City Council Council Meeting: May 19, 2016

From: Melissa Byrne Vossmer, City Manager

Subject: Discussion of a City of Lago Vista City Council Economic Development Advisory Committee

Request: Other Legal Document: Other Legal Review:

**EXECUTIVE SUMMARY:**

At the April 7th City Council Meeting an item on the agenda provided the opportunity to discuss and direct Staff concerning the establishment of an Economic Incentive program for the City of Lago Vista. This led to an over arching discussion about the need for an Economic Development Committee.

As a result of this discussion, Staff was tasked with going back and developing a draft Economic Development Committee (EDAC) structure. In Texas, most cities with an economic development program have a dedicated funding source such as a portion of sales tax revenues to utilize for this purpose. Even more cities have a structure allowed by law such as an A or B Economic Development Corporation. Lago Vista does not have a dedicated funding source at this time so the structure for promoting economic development can be determined by the City Council.

The initial conversation implied direction to develop the structure for this Committee somewhat differently than other Council appointed committees. Given that this will be primarily if not completely a Council committee, a resolution or ordinance is not required. What would be appropriate is an Economic Development Committee policy. Once approved, Council can determine membership. It should be noted that during the original discussion, Councilmember Tidwell volunteered to serve as a member as did former Councilman Shoemanker.

Attached is Staff's initial attempt to create such a policy for the City Council to consider and provide direction for changes, additions or deletions. This was first shared with the City Council in early May. Upon discussion and direction, Staff will

then revise for final Council approval.

**Impact if Approved:**

Since this is a new committee, this item is not on for Council approval but simply discussion and to provide direction to Staff to finalize such a policy with changes / deletions.

**Impact if Denied:**

Discussion only.

**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:**

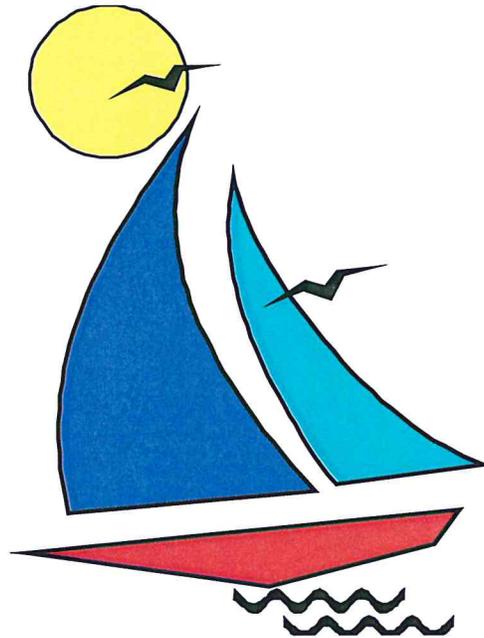
**Known As:**

Discussion of an City of Lago Vista Economic Development Advisory Committee

**Agenda Item Approved by City Manager**

# CITY OF LAGO VISTA

## Policy for the COUNCIL ECONOMIC DEVELOPMENT COMMITTEE



October 2016

## I. Purpose of the Economic Development Committee

The purpose of the Economic Development Committee (EDC) is to provide guidance in the development of public policy and strategies to support economic development initiatives. This EDC is advisory in nature.

The EDC will work to focus on policies and strategies that support the vision of the City of Lago Vista and the economic development goals of the City. To do so, it is necessary to gain input from the City Council, the business community and the general public in order to be working towards common goals. The EDC provides a structure to attain focus, to gain input, advise, oversight and transparency in the City's economic development objectives.

## II. Economic Development Committee Structure

The EDC shall be comprised of the Mayor or Mayor Pro Tem and two (2) Councilmembers, of which the Mayor Pro Tem may be one as well as the City Manager, who shall be non-voting and will act as Staff Liaison. This structure provides for an optimum level of confidentiality in reviewing projects and can be "quick acting" if need be where meetings can be scheduled quickly depending on need and member availability. In addition, a representative from the Chamber of Commerce or a member of the business community may be included when appropriate and at EDC's discretion.

This EDC structure provides for the strongest measure of confidentiality for projects that require sensitivity and also provide for prompt action and direction to City Staff on priority projects.

The EDC will review and recommend on matters which affect the economic development of the City. EDC will develop and review annually the City's economic development strategy and objectives and planned activities and proposed changes as appropriate.

The EDC shall have a Chair and a Vice-Chair that serves as back-up to the Chair. The Vice-Chair should be selected by the Chair. The responsibilities of the EDC Chair are to oversee and guide the work of the Committee. The EDC Chair should be the Mayor or Mayor Pro Tem.

Responsibilities of the EDC Chair include but are not limited to:

- Develop and approve the agenda for meetings and preside of the meetings;
- Ensure that the EDC work is being pursued between meetings;
- Work with EDC members on assigning tasks;
- Serve as the primary liaison between the EDC, city management and the full City Council;
- Provide regular reports to the full City Council on activities of the EDC; and

### III. Role and Responsibilities of Economic Development Committee

The following is a listing of examples of the role and responsibilities that can be assigned to the EDC:

- To prepare, through the coordination of city management and the full City Council, a short-term economic development strategy of 1 – 2 years;
- Initiate a community-wide process with citizen participation to establish a long-term, 5-Year economic development plan for the City;
- Work to develop a City of Lago Vista Economic Development Incentives Policy.
- Provide recommendations and advice to city management and the full City Council on matters regarding economic development programs and business development incentives;
- Provide advice on matters relating to community economic development issues and other specific tasks referred to the EDAC by the full City Council;
- Serve as advocates for activities and procedures to maximize economic development opportunities for the community;
- To meet and confer with city management for the purpose of reviewing, advising on, and providing support to various economic development projects, programs, initiatives and activities as may be pursued by the City;
- Receive regular updates / information from city management on economic development projects and activities;
- Monitor and evaluate economic development performance and provide an annual report to the full City Council; and

- Represent the City at meetings to express the City's economic development vision.
- Interact with parties interested in investing or developing a project in Lago Vista.
- Routinely report to the Council activities of the EDC.

The EDC is not a policy making committee. All recommendations will be made to the full Council for action. The EDC cannot approve projects or expend funds.

EDC member responsibilities include:

- Members should actively participate.
- Members should willingly accept assignments and fulfill them in a timely manner.
- Members should disclose a perceived conflict of interest and recuse on any votes / discussions where it may apply.

The EDC Staff Liaison responsibilities include:

- Assist the Chair in preparing agendas and setting meeting dates;
- Prepares the briefing materials that may be needed for the meetings; and
- Prepares a summary or notes of the previous meeting.

#### IV. Term of Economic Development Committee Members

Members of the EDC will be appointed for a one-year term. After the November elections each year, the City Council will discuss and determine membership of the EDC. The Mayor or Mayor Pro Tem, however, will automatically be a member and Chair.

#### V. Meeting Schedule

The EDC should meet at least monthly. The first meeting will be scheduled to provide for an orientation on projects / developments currently being discussed and planned. The EDC can also solicit and / or attend specialized training and education to enhance their knowledge and effectiveness.

**MEETING DATE:** November 3, 2016

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

**Comments:**

Departmental Report

September Financials

**Motion by:** \_\_\_\_\_

**Seconded by:** \_\_\_\_\_

**Content of Motion:** \_\_\_\_\_

\_\_\_\_\_

**Vote:** \_\_\_\_\_; Sullivan \_\_\_\_\_; Tidwell \_\_\_\_\_; R. Smith \_\_\_\_\_;

Mitchell \_\_\_\_\_; S. Smith \_\_\_\_\_; Bland \_\_\_\_\_

**Motion Carried:** Yes \_\_\_\_\_; No \_\_\_\_\_

CITY OF LAGO VISTA MONTHLY FINANCIAL REPORT -SEPTEMBER 2016

Security Bank:

General Account	\$ 146,314.39
Utility Account	\$ 1,388,152.85
Accounts Payable Account	\$ (139.65)
Payroll Account	\$ -
F-4 Project	\$ 1,191.29

Logic Investments:

Operating Reserves	\$ 1,406,732.15
Interest	\$ 10,909.78
Impact Fees	\$ 670,596.11
Interest	\$ 54,879.86
Debt Service	\$ 78,992.72
Interest	\$ 3,471.31
Retainage	\$ 110,715.00
Interest	\$ 1,923.01
Bed Tax	\$ 339,691.46
Interest	\$ 12,162.98
Customer Deposits	\$ 172,200.10
Interest	\$ 1,947.73
Park Fund	\$ 5,000.00
Interest	\$ 16,583.92
WULA Settlement	\$ -
Interest	\$ -
PID Offsite Utilities	\$ 0.02
Interest	\$ 0.76
Hollows/Centex LOC	\$ -
Interest	\$ -
LVISD Utility Improvements	\$ -
Interest	\$ -
Jonestown/LV/Centex	\$ 228,153.15
Interest	\$ 2,776.33
LCRA Hollows Water	\$ 191,444.64
Interest	\$ 1,800.68
Airport Taxiway	\$ -
Interest	\$ 35.45
Austin Boulevard Paving	\$ 26,456.00
Interest	\$ 161.59
2014 Certificates of Obligatio	\$ -
Interest	\$ 0.01
2015 Tax Note	\$ 1,094,672.24
Interest	\$ 8,684.51
2015 Otwell Land Acquisition	\$ -
Interest	\$ 321.23
<b>TOTAL</b>	<b>\$ 5,975,831.62</b>

	<u>Budgeted</u>	<u>Actual Collected</u>	<u>Percent Collected</u>
2015-16 Taxes	\$ -	\$ 4,354,781	104.53%
Delinquent Taxes	\$ -	\$ 129,997	3.12%
<b>Total</b>	<b>\$ 4,166,251</b>	<b>\$ 4,484,778</b>	<b>107.65%</b>

Revenues for Fiscal Year:

General Fund	\$ 5,569,686.60
Hotel Fund	\$ 83,114.45
Utility Fund	\$ 4,957,919.59
Golf Course Fund	\$ 1,055,219.44
<b><u>\$ 11,665,940.08</u></b>	

Expenditures for Fiscal Year:

General Fund	\$ 5,084,472.14
Hotel Fund	\$ 70,377.50
Utility Fund	\$ 4,184,932.14
Golf Course Fund	\$ 1,650,385.97
<b><u>\$ 10,990,167.75</u></b>	

SEPTEMBER Interest Rates - Logic Accounts - Average = 0.7248%  
 SEPTEMBER ECR Interest Rates - Security Bank Accounts = 0.5000%  
 SEPTEMBER Pledged Securities - Security State Bank - \$3,255,745.65

## CITY OF LAGO VISTA MONTHLY FINANCIAL REPORT

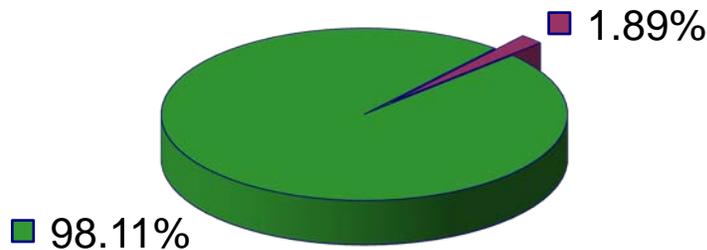
SEPTEMBER 30, 2016 - FISCAL YEAR END SEPTEMBER 30, 2016 - Ad Valorem Taxes

### Ad Valorem Taxes

A 0.65 tax rate and anticipated collection rate of 100% equates to anticipated collection: \$4,464,961.26

Current Taxes for Year 2015 - Billed by Travis County Tax Office:	\$	4,464,961.26
Tax Adjustments for Year 2015 from Travis County Tax Office:	\$	46,273.32
Current Taxes for Year 2015 after adjustments:	\$	4,418,687.94
Base Tax Amount Collected by Travis County Tax Office for 2015:	\$	4,349,907.39
Base Tax Reversals for Year 2015 by Travis County Tax Office:	\$	14,771.68
Net Base Tax Collected for Year 2015 by Travis County:	\$	4,335,135.71
Percentage Collected:		98.11%
Amount Still Due for 2015 Taxes:	\$	83,552.23
Penalty and Interest Collected for 2015	\$	19,312.05
Penalty and Interest Reversals for 2015	\$	(333.47)
Net Penalty and Interest Collected for 2015 by Travis County:	\$	19,645.52
Total Amount paid to City of Lago Vista for 2015 Taxes:	\$	4,354,781.23

### Taxes Collected Year to Date

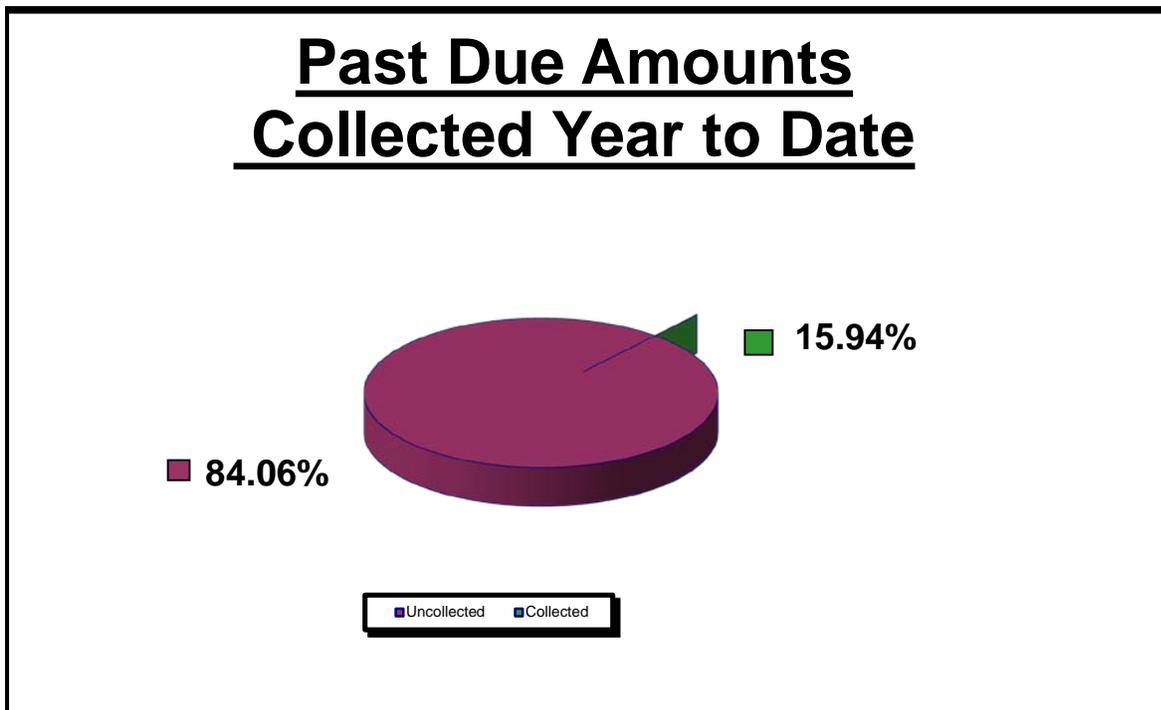


■ Uncollected    ■ Collected

**CITY OF LAGO VISTA MONTHLY FINANCIAL REPORT**

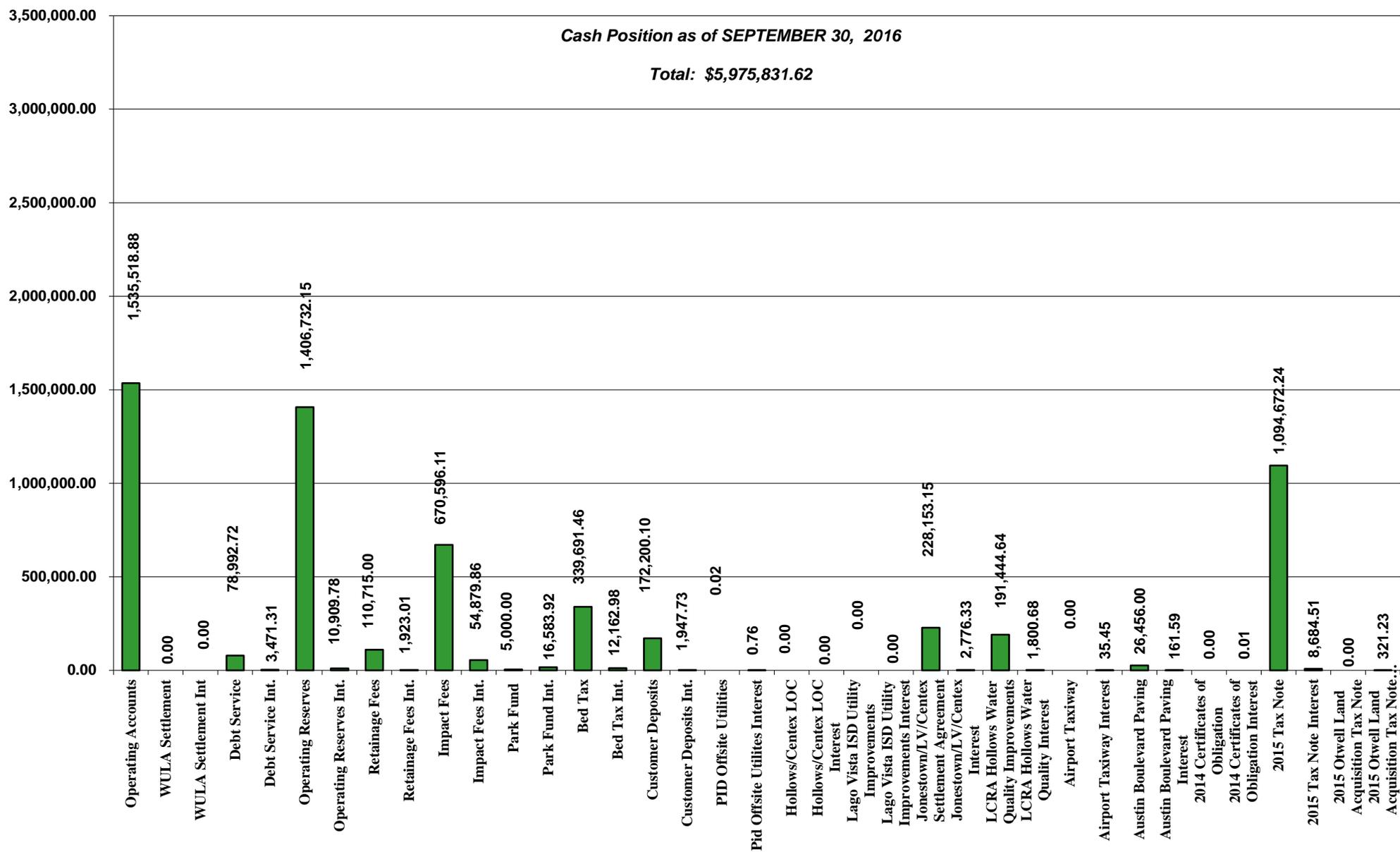
**As of SEPTEMBER 30, 2016 - Ad Valorem Taxes Past Due from Previous Years**

Past Due Taxes from 1973 - 2014	\$	545,976.34
Tax Adjustments from Travis County Tax Office:	\$	17,464.40
Past Due Taxes after adjustments:	\$	528,511.94
Base Tax Amount Collected by Travis County Tax Office:	\$	86,795.60
Base Tax Reversals for Past Due by Travis County Tax Office:	\$	2,524.53
Net Base Tax Collected for Past Due by Travis County:	\$	84,271.07
Percentage Collected:		15.94%
Amount Still Due for Past Due Taxes:	\$	444,240.87
Penalty and Interest Collected for Past Due Amounts:	\$	45,799.52
Penalty and Interest Reversals for Past Due Amounts:	\$	73.42
Net Penalty and Interest Collected by Travis County:	\$	45,726.10
Total Amount paid to City of Lago Vista for Past Due Taxes:	\$	129,997.17



**Cash Position as of SEPTEMBER 30, 2016**

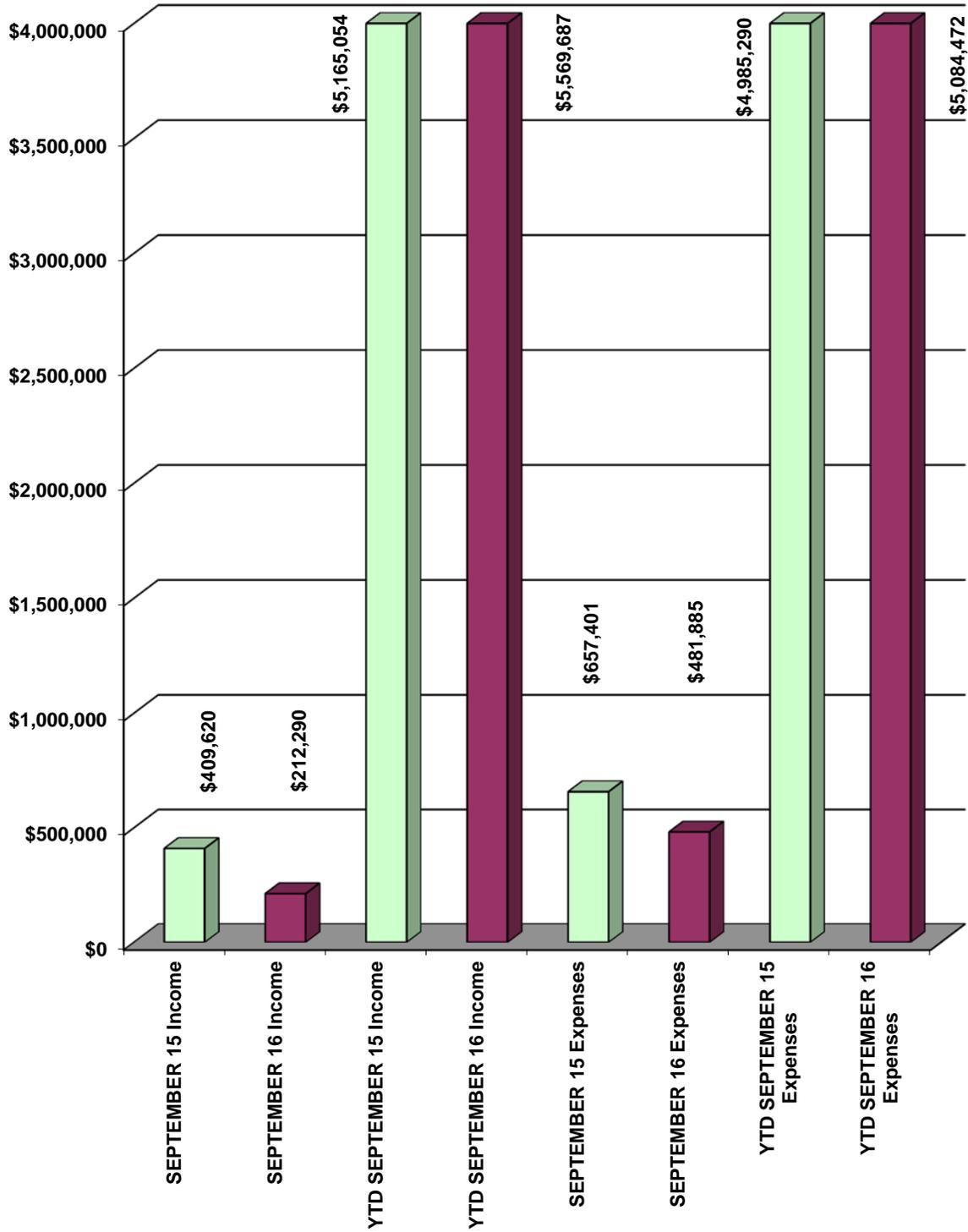
**Total: \$5,975,831.62**



**General Fund Monthly Income and Expense  
By: Month (this Year vs Last Year)  
Year to Date (this Year vs Last Year)**

2014 - 2015

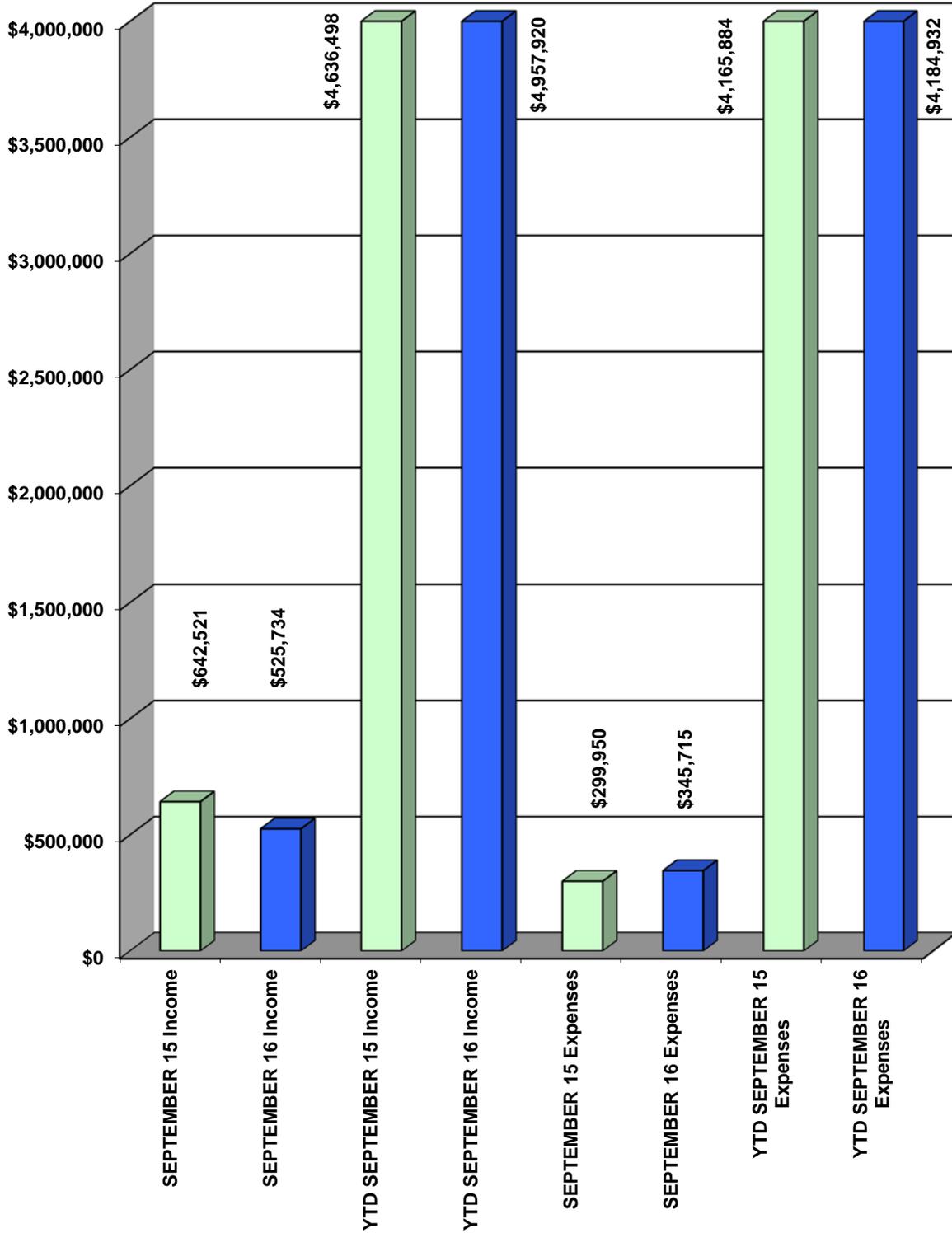
2015 - 2016



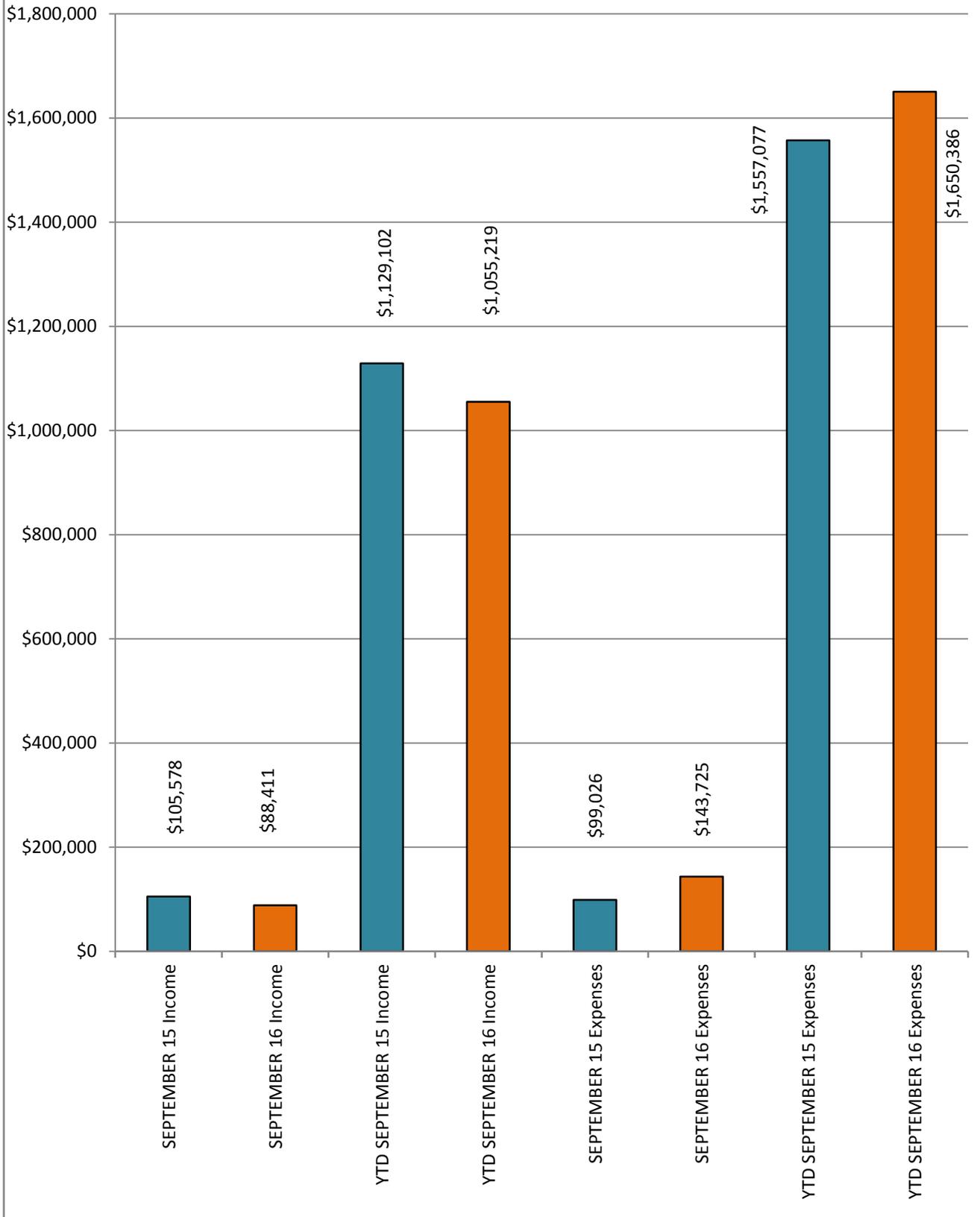
2014 - 2015

2015 - 2016

### Utility Fund Monthly Income and Expenses By: Month (this year vs last year) Year to Date (this year vs last year)

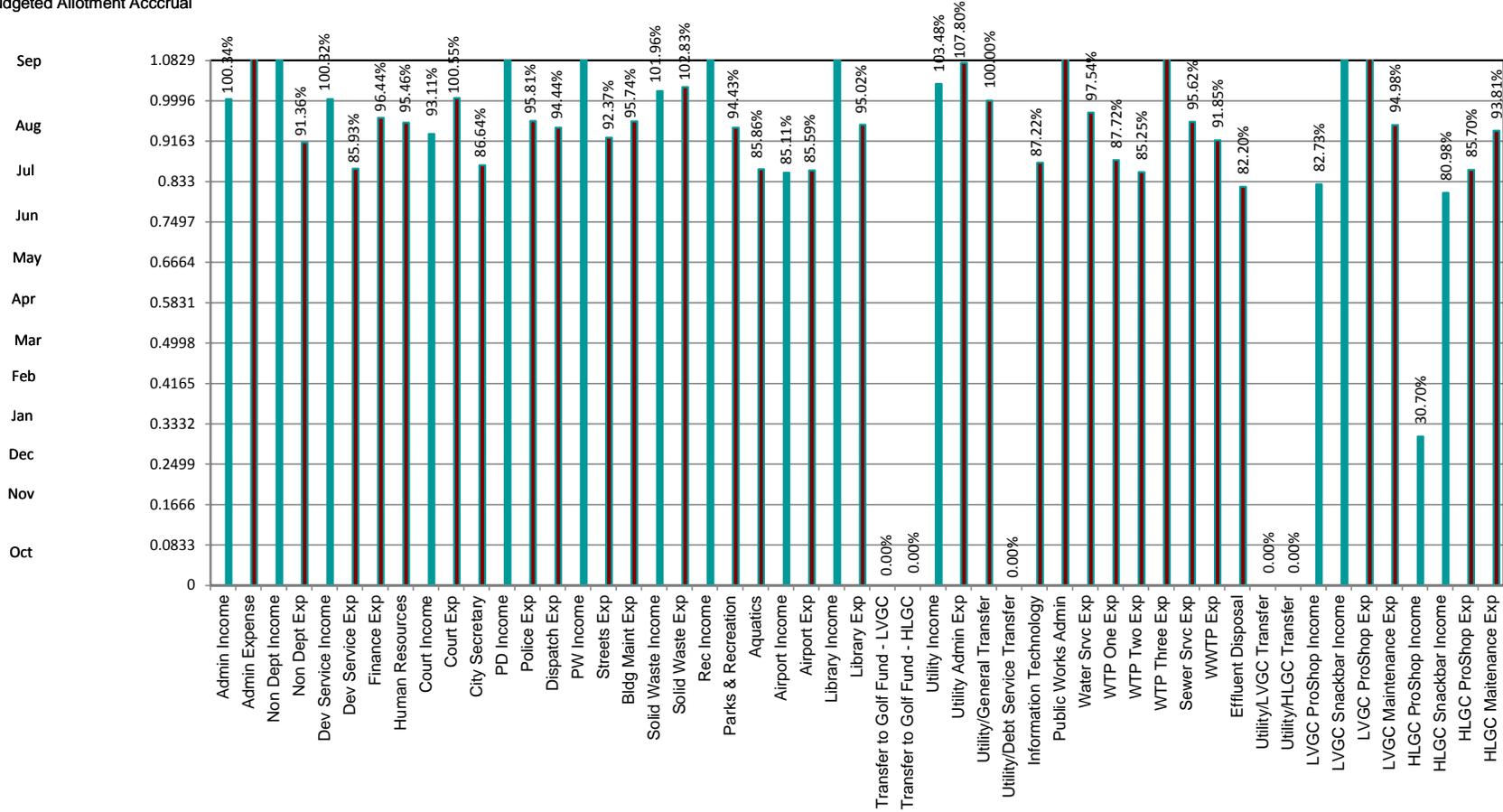


Golf Course Fund Income and Expenses  
 By Month (this year vs last year)  
 YTD (this year vs last year)



Income and Expenses  
Budgeted vs. Actual  
2015 - 2016

Budgeted Allotment Accrual



**INCOME**  
**EXPENSE**

CITY OF LAGO VISTA  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: SEPTEMBER 30TH, 2016

10 -GENERAL FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
10-ADMINISTRATION	4,412,815	135,786.20	4,427,900.44	0.00 (	15,085.44)	100.34
11-NON DEPARTMENTAL	17,500	0.00	21,944.24	0.00 (	4,444.24)	125.40
12-DEVELOPMENT SERVICES	187,219	10,881.30	187,813.07	0.00 (	594.07)	100.32
15-MUNICIPAL COURT	109,474	4,120.33	101,934.31	0.00	7,539.69	93.11
20-POLICE DEPARTMENT	11,542	796.93	15,363.81	0.00 (	3,821.81)	133.11
30-PUBLIC WORKS/BUILDING	43,725	520.80	53,190.78	0.00 (	9,465.78)	121.65
31-SOLID WASTE	684,912	59,296.87	698,302.98	0.00 (	13,390.98)	101.96
35-RECREATION DEPARTMENT	10,050	125.50	35,970.45	0.00 (	25,920.45)	357.91
40-AVIATION DEPARTMENT	23,500	0.00	20,000.00	0.00	3,500.00	85.11
45-LIBRARY DEPARTMENT	4,800	762.54	7,266.52	0.00 (	2,466.52)	151.39
TOTAL REVENUES	5,505,537	212,290.47	5,569,686.60	0.00 (	64,149.60)	101.17
EXPENDITURE SUMMARY						
10-ADMINISTRATION						
PERSONNEL SERVICES	135,020	15,024.36	139,305.61	0.00 (	4,285.96)	103.17
OPERATIONS & MAINTENANCE	54,682	1,178.35	30,697.28	0.00	23,984.72	56.14
SUPPLIES	5,395	196.12	4,282.70	0.00	1,112.30	79.38
SERVICES	188,000	18,104.56	262,982.62	0.00 (	74,982.62)	139.88
FIXED ASSETS	0	0.00	6,500.00	0.00 (	6,500.00)	0.00
TOTAL 10-ADMINISTRATION	383,097	34,503.39	443,768.21	0.00 (	60,671.56)	115.84
11-NON DEPARTMENTAL						
OPERATIONS & MAINTENANCE	12,000	0.00	35,719.76	0.00 (	23,719.76)	297.66
SERVICES	82,500	725.00	50,615.70	0.00	31,884.30	61.35
TOTAL 11-NON DEPARTMENTAL	94,500	725.00	86,335.46	0.00	8,164.54	91.36
12-DEVELOPMENT SERVICES						
PERSONNEL SERVICES	327,125	33,340.12	337,009.78	0.00 (	9,885.26)	103.02
OPERATIONS & MAINTENANCE	68,340	4,009.94	35,646.25	0.00	32,693.75	52.16
SUPPLIES	6,800	331.01	5,357.22	0.00	1,442.78	78.78
SERVICES	163,300	17,399.47	127,418.83	0.00	35,881.17	78.03
FIXED ASSETS	36,146	0.00	11,597.58	0.00	24,548.42	32.09
TOTAL 12-DEVELOPMENT SERVICES	601,711	55,080.54	517,029.66	0.00	84,680.86	85.93
13-FINANCE						
PERSONNEL SERVICES	134,365	13,925.92	133,873.12	0.00	491.76	99.63
OPERATIONS & MAINTENANCE	18,000	50.20	13,127.45	0.00	4,872.55	72.93
SUPPLIES	4,600	23.98	2,919.06	0.00	1,680.94	63.46
SERVICES	50,200	5,910.48	50,345.14	0.00 (	145.14)	100.29
FIXED ASSETS	500	0.00	0.00	0.00	500.00	0.00
TOTAL 13-FINANCE	207,665	19,910.58	200,264.77	0.00	7,400.11	96.44

CITY OF LAGO VISTA  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: SEPTEMBER 30TH, 2016

10 -GENERAL FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<b>14-HUMAN RESOURCES</b>						
PERSONNEL SERVICES	71,813	7,454.16	74,390.08	0.00 (	2,577.47)	103.59
OPERATIONS & MAINTENANCE	13,160	774.00	9,319.81	0.00	3,840.19	70.82
SUPPLIES	2,000	39.71	917.76	0.00	1,082.24	45.89
SERVICES	3,363	0.00	2,083.21	0.00	1,279.79	61.94
FIXED ASSETS	500	0.00	0.00	0.00	500.00	0.00
TOTAL 14-HUMAN RESOURCES	90,836	8,267.87	86,710.86	0.00	4,124.75	95.46
<b>15-MUNICIPAL COURT</b>						
PERSONNEL SERVICES	55,339	5,453.33	56,319.86	0.00 (	980.58)	101.77
OPERATIONS & MAINTENANCE	8,950 (	727.10)	5,626.24	0.00	3,323.76	62.86
SUPPLIES	4,250	27.78	1,771.06	0.00	2,478.94	41.67
SERVICES	32,355	2,773.56	37,736.20	0.00 (	5,381.20)	116.63
FIXED ASSETS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 15-MUNICIPAL COURT	100,894	7,527.57	101,453.36	0.00 (	559.08)	100.55
<b>16-CITY SECRETARY</b>						
PERSONNEL SERVICES	75,114	8,141.24	80,235.10	0.00 (	5,121.51)	106.82
OPERATIONS & MAINTENANCE	27,400	1,735.13	22,253.03	0.00	5,146.97	81.22
SUPPLIES	2,100	207.08	902.73	0.00	1,197.27	42.99
SERVICES	22,500	0.00	6,746.25	0.00	15,753.75	29.98
TOTAL 16-CITY SECRETARY	127,114	10,083.45	110,137.11	0.00	16,976.48	86.64
<b>20-POLICE DEPARTMENT</b>						
PERSONNEL SERVICES	1,287,106	132,607.20	1,286,190.03	0.00	916.06	99.93
OPERATIONS & MAINTENANCE	139,439	9,485.71	104,078.25	19.99	35,340.76	74.66
SUPPLIES	63,745	4,729.30	41,917.39	205.03	21,622.58	66.08
SERVICES	25,989	390.75	18,296.23	0.00	7,692.77	70.40
FIXED ASSETS	56,204	10,153.93	55,877.34	0.00	326.66	99.42
TOTAL 20-POLICE DEPARTMENT	1,572,483	157,366.89	1,506,359.24	225.02	65,898.83	95.81
<b>25-DISPATCHING</b>						
PERSONNEL SERVICES	280,115	24,680.79	276,248.50	0.00	3,866.62	98.62
OPERATIONS & MAINTENANCE	6,754	810.92	3,436.59	0.00	3,317.41	50.88
SUPPLIES	1,300	159.09	753.10	0.00	546.90	57.93
SERVICES	42,247	281.00	33,873.21	0.00	8,373.79	80.18
FIXED ASSETS	2,400	0.00	0.00	0.00	2,400.00	0.00
TOTAL 25-DISPATCHING	332,816	25,931.80	314,311.40	0.00	18,504.72	94.44
<b>30-PUBLIC WORKS STREETS</b>						
PERSONNEL SERVICES	461,958	43,180.74	484,727.50	0.00 (	22,769.55)	104.93
OPERATIONS & MAINTENANCE	144,801	8,310.55	115,730.12	0.00	29,070.88	79.92
SUPPLIES	94,741	1,952.44	55,781.95	3,014.50	35,944.55	62.06
SERVICES	13,740	0.00	3,827.56	0.00	9,912.44	27.86
FIXED ASSETS	76,316	0.00	68,069.29	0.00	8,246.71	89.19
TOTAL 30-PUBLIC WORKS STREETS	791,556	53,443.73	728,136.42	3,014.50	60,405.03	92.37

CITY OF LAGO VISTA  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: SEPTEMBER 30TH, 2016

10 -GENERAL FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<b>31-SOLID WASTE</b>						
OPERATIONS & MAINTENANCE	3,577	98.99	1,675.33	0.00	1,901.67	46.84
SUPPLIES	4,000	1,375.82	3,186.88	0.00	813.12	79.67
SERVICES	540,605	45,979.80	558,858.55	0.00 (	18,253.55)	103.38
FIXED ASSETS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 31-SOLID WASTE	548,182	47,454.61	563,720.76	0.00 (	15,538.76)	102.83
<b>32-BUILDING MAINTENANCE</b>						
OPERATIONS & MAINTENANCE	25,410	1,439.75	28,020.74	0.00 (	2,610.74)	110.27
SUPPLIES	2,450	205.12	2,325.04	0.00	124.96	94.90
SERVICES	25,037	6,530.00	20,297.40	0.00	4,739.60	81.07
TOTAL 32-BUILDING MAINTENANCE	52,897	8,174.87	50,643.18	0.00	2,253.82	95.74
<b>34-PARK &amp; RECREATION</b>						
PERSONNEL SERVICES	45,245	4,322.05	44,619.14	0.00	625.92	98.62
OPERATIONS & MAINTENANCE	28,147	3,916.56	32,494.55	0.00 (	4,347.55)	115.45
SUPPLIES	11,500	362.26	8,819.27	0.00	2,680.73	76.69
SERVICES	5,500	0.00	3,409.00	0.00	2,091.00	61.98
FIXED ASSETS	17,931	0.00	12,948.44	0.00	4,982.56	72.21
TOTAL 34-PARK & RECREATION	108,323	8,600.87	102,290.40	0.00	6,032.66	94.43
<b>35-AQUATICS</b>						
PERSONNEL SERVICES	500	0.00	0.00	0.00	500.00	0.00
OPERATIONS & MAINTENANCE	17,440	1,418.16	22,086.08	2,200.00 (	6,846.08)	139.26
SUPPLIES	2,500	42.21	1,244.81	0.00	1,255.19	49.79
SERVICES	74,555	15,517.00	57,409.25	0.00	17,145.75	77.00
FIXED ASSETS	1,600	0.00	0.00	0.00	1,600.00	0.00
TOTAL 35-AQUATICS	96,595	16,977.37	80,740.14	2,200.00	13,654.86	85.86
<b>40-AVIATION DEPARTMENT</b>						
PERSONNEL SERVICES	1,891	168.14	1,924.23	0.00 (	33.23)	101.76
OPERATIONS & MAINTENANCE	11,203	319.87	9,804.15	0.00	1,398.85	87.51
SUPPLIES	100	0.00	40.64	0.00	59.36	40.64
SERVICES	16,466	6,076.00	13,617.20	0.00	2,848.80	82.70
FIXED ASSETS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 40-AVIATION DEPARTMENT	29,660	6,564.01	25,386.22	0.00	4,273.78	85.59
<b>45-LIBRARY DEPARTMENT</b>						
PERSONNEL SERVICES	135,292	14,065.19	136,653.88	0.00 (	1,361.63)	101.01
OPERATIONS & MAINTENANCE	11,868	417.13	13,240.77	0.00 (	1,372.77)	111.57
SUPPLIES	8,174	1,001.04	6,566.97	0.00	1,607.03	80.34
SERVICES	13,890	350.00	5,283.81	0.00	8,606.19	38.04
FIXED ASSETS	1,000	0.00	0.00	0.00	1,000.00	0.00
TOTAL 45-LIBRARY DEPARTMENT	170,224	15,833.36	161,745.43	0.00	8,478.82	95.02

CITY OF LAGO VISTA  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: SEPTEMBER 30TH, 2016

10 -GENERAL FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<hr/>						
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	5,308,552	476,445.91	5,079,032.62	5,439.52	224,079.86	95.78
REVENUE OVER/(UNDER) EXPENDITURES	196,985 (	264,155.44)	490,653.98 (	5,439.52) (	288,229.46)	246.32

CITY OF LAGO VISTA  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: SEPTEMBER 30TH, 2016

11 -HOTEL FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
11-HOTEL	140,260	210.17	83,114.45	0.00	57,145.55	59.26
TOTAL REVENUES	140,260	210.17	83,114.45	0.00	57,145.55	59.26
EXPENDITURE SUMMARY						
11-HOTEL						
SUPPLIES	0	0.00	215.00	0.00 (	215.00)	0.00
SERVICES	0	810.00	8,240.00	0.00 (	8,240.00)	0.00
Hotel Fund Expenses	113,500	3,000.00	61,922.50	0.00	51,577.50	54.56
FIXED ASSETS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 11-HOTEL	113,500	3,810.00	70,377.50	0.00	43,122.50	62.01
TOTAL EXPENDITURES	113,500	3,810.00	70,377.50	0.00	43,122.50	62.01
REVENUE OVER/ (UNDER) EXPENDITURES	26,760 (	3,599.83)	12,736.95	0.00	14,023.05	47.60

CITY OF LAGO VISTA  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: SEPTEMBER 30TH, 2016

15 -MUNICIPAL GOLF COURSE

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<b>REVENUE SUMMARY</b>						
10 - LVGC PRO SHOP	777,580	54,749.44	643,299.77	0.00	134,280.23	82.73
20 - LVGC SNACK BAR	98,000	13,294.93	150,071.29	0.00 (	52,071.29)	153.13
30 - LVGC MAINTENANCE	0	0.00	0.00	0.00	0.00	0.00
40 - HLGC PRO SHOP	675,170	16,485.88	207,266.88	0.00	467,903.12	30.70
50 - HLGC SNACK BAR	67,400	3,881.22	54,581.50	0.00	12,818.50	80.98
60 - HLGC MAINTENANCE	0	0.00	0.00	0.00	0.00	0.00
<b>TOTAL REVENUES</b>	<b>1,618,150</b>	<b>88,411.47</b>	<b>1,055,219.44</b>	<b>0.00</b>	<b>562,930.56</b>	<b>65.21</b>
<b>EXPENDITURE SUMMARY</b>						
<b>LVGC PRO SHOP/SNACK BAR</b>						
PERSONNEL SERVICES	207,666	19,116.13	211,725.99	0.00 (	4,060.43)	101.96
OPERATIONS & MAINTENANCE	92,462	9,893.73	108,976.43	0.00 (	16,514.43)	117.86
SUPPLIES	73,500	10,622.94	125,476.11	0.00 (	51,976.11)	170.72
SERVICES	16,050	14,061.37	95,178.57	0.00 (	79,128.57)	593.01
FIXED ASSETS	0	0.00	0.00	0.00	0.00	0.00
<b>TOTAL LVGC PRO SHOP/SNACK BAR</b>	<b>389,678</b>	<b>53,694.17</b>	<b>541,357.10</b>	<b>0.00 (</b>	<b>151,679.54)</b>	<b>138.92</b>
<b>HLGC PRO SHOP/SNACK BAR</b>						
PERSONNEL SERVICES	139,359	13,101.86	126,043.54	0.00	13,315.47	90.45
OPERATIONS & MAINTENANCE	79,166	3,947.23	74,240.93	0.00	4,925.07	93.78
SUPPLIES	45,300	1,122.86	26,307.46	250.00	18,742.54	58.63
SERVICES	14,750	3,257.00	11,900.11	0.00	2,849.89	80.68
<b>TOTAL HLGC PRO SHOP/SNACK BAR</b>	<b>278,575</b>	<b>21,428.95</b>	<b>238,492.04</b>	<b>250.00</b>	<b>39,832.97</b>	<b>85.70</b>
<b>LVGC MAINTENANCE</b>						
PERSONNEL SERVICES	259,170	28,990.21	261,625.06	0.00 (	2,455.30)	100.95
OPERATIONS & MAINTENANCE	77,077	4,121.43	106,106.75	0.00 (	29,029.75)	137.66
SUPPLIES	102,583	4,942.78	76,732.91	0.00	25,850.09	74.80
SERVICES	32,400	0.00	3,087.01	0.00	29,312.99	9.53
FIXED ASSETS	0	0.00	0.00	0.00	0.00	0.00
<b>TOTAL LVGC MAINTENANCE</b>	<b>471,230</b>	<b>38,054.42</b>	<b>447,551.73</b>	<b>0.00</b>	<b>23,678.03</b>	<b>94.98</b>
<b>HLGC MAINTENANCE</b>						
PERSONNEL SERVICES	251,374	19,301.42	251,165.75	0.00	208.42	99.92
OPERATIONS & MAINTENANCE	87,977	4,394.80	103,339.32	0.00 (	15,362.32)	117.46
SUPPLIES	68,868	4,596.04	54,078.08	0.00	14,789.92	78.52
SERVICES	42,400	2,005.57	14,151.95	0.00	28,248.05	33.38
<b>TOTAL HLGC MAINTENANCE</b>	<b>450,619</b>	<b>30,297.83</b>	<b>422,735.10</b>	<b>0.00</b>	<b>27,884.07</b>	<b>93.81</b>

CITY OF LAGO VISTA  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: SEPTEMBER 30TH, 2016

15 -MUNICIPAL GOLF COURSE  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<hr/>						
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
<hr/>						
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
<hr/>						
TOTAL EXPENDITURES	1,590,102	143,475.37	1,650,135.97	250.00 (	60,284.47)	103.79
REVENUE OVER/(UNDER) EXPENDITURES	28,049 (	55,063.90) (	594,916.53) (	250.00)	623,215.03	2,121.92-

CITY OF LAGO VISTA  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: SEPTEMBER 30TH, 2016

20 -CAP IMPROVEMENT GEN BONDS  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	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: SEPTEMBER 30TH, 2016

30 -UTILITY FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	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	52,119	3,997.04	40,414.89	0.00	11,704.11	77.54
60-WATER SERVICES	2,924,710	351,097.64	2,933,440.49	0.00 (	8,730.49)	100.30
70-SEWER SERVICES	1,814,586	170,638.93	1,984,064.21	0.00 (	169,478.21)	109.34
80-CAPITAL IMPROVEMENT	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	4,791,415	525,733.61	4,957,919.59	0.00 (	166,504.59)	103.48
EXPENDITURE SUMMARY						
55-UTILITIES ADMINISTRATI						
PERSONNEL SERVICES	124,329	16,445.45	132,947.73	0.00 (	8,618.26)	106.93
OPERATIONS & MAINTENANCE	20,100	1,578.10	17,370.25	0.00	2,729.75	86.42
SUPPLIES	22,000	2,115.56	19,323.09	0.00	2,676.91	87.83
SERVICES	31,500	4,338.38	44,798.62	0.00 (	13,298.62)	142.22
FIXED ASSETS	1,000	0.00	0.00	0.00	1,000.00	0.00
TOTAL 55-UTILITIES ADMINISTRATI	198,929	24,477.49	214,439.69	0.00 (	15,510.22)	107.80
56-GENERAL FUND TRANSFER						
FIXED ASSETS	1,000,000	83,333.37	1,000,000.00	0.00	0.00	100.00
TOTAL 56-GENERAL FUND TRANSFER	1,000,000	83,333.37	1,000,000.00	0.00	0.00	100.00
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	77,655	8,135.16	80,219.87	0.00 (	2,565.19)	103.30
OPERATIONS & MAINTENANCE	99,473	5,187.85	73,466.38	0.00	26,006.62	73.86
SUPPLIES	500	0.00	0.00	0.00	500.00	0.00
SERVICES	50,090	3,545.24	38,014.16	5,700.00	6,375.84	87.27
FIXED ASSETS	14,502	0.00	13,853.64	0.00	648.36	95.53
TOTAL 58-INFO TECHNOLOGY	242,220	16,868.25	205,554.05	5,700.00	30,965.63	87.22
59-PUBLIC WORKS ADMIN						
PERSONNEL SERVICES	139,875	14,102.86	143,331.31	0.00 (	3,455.96)	102.47
OPERATIONS & MAINTENANCE	25,642	85.31	23,310.79	0.00	2,331.21	90.91
SUPPLIES	4,100	41.12	1,512.95	0.00	2,587.05	36.90
SERVICES	71,000	9,600.00	140,100.00	0.00 (	69,100.00)	197.32
FIXED ASSETS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 59-PUBLIC WORKS ADMIN	240,617	23,829.29	308,255.05	0.00 (	67,637.70)	128.11

AS OF: SEPTEMBER 30TH, 2016

30 -UTILITY FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<b>60-WATER SERVICES</b>						
PERSONNEL SERVICES	456,412	45,810.45	451,511.73	0.00	4,899.95	98.93
OPERATIONS & MAINTENANCE	179,921	38,657.47	205,940.34	6,840.89 (	32,860.23)	118.26
SUPPLIES	55,361	1,551.82	30,964.60	0.00	24,396.40	55.93
SERVICES	44,127	0.00	17,157.76	0.00	26,969.24	38.88
FIXED ASSETS	36,782	0.00	41,175.39	0.00 (	4,393.39)	111.94
TOTAL 60-WATER SERVICES	772,603	86,019.74	746,749.82	6,840.89	19,011.97	97.54
<b>65-WATER PLANT ONE</b>						
PERSONNEL SERVICES	61,663	6,482.00	63,755.72	0.00 (	2,092.45)	103.39
OPERATIONS & MAINTENANCE	160,487	5,059.34	131,091.42	618.04	28,777.54	82.07
SUPPLIES	78,429	572.50	65,773.63	3,343.05	9,312.32	88.13
SERVICES	224,651	15,928.87	196,801.66	0.00	27,849.34	87.60
FIXED ASSETS	750	0.00	0.00	0.00	750.00	0.00
TOTAL 65-WATER PLANT ONE	525,980	28,042.71	457,422.43	3,961.09	64,596.75	87.72
<b>67-WATER PLANT TWO</b>						
PERSONNEL SERVICES	63,245	6,627.99	69,733.69	0.00 (	6,488.69)	110.26
OPERATIONS & MAINTENANCE	89,807	6,032.89	79,958.46	0.00	9,848.54	89.03
SUPPLIES	25,873	639.81	12,137.02	0.00	13,735.98	46.91
SERVICES	83,249	6,709.68	68,204.70	0.00	15,044.30	81.93
FIXED ASSETS	8,078	0.00	351.57	0.00	7,726.43	4.35
TOTAL 67-WATER PLANT TWO	270,252	20,010.37	230,385.44	0.00	39,866.56	85.25
<b>69-WATER PLANT THREE</b>						
PERSONNEL SERVICES	0	0.00	0.00	0.00	0.00	0.00
OPERATIONS & MAINTENANCE	2,750	4,344.81	12,560.93	0.00 (	9,810.93)	456.76
SUPPLIES	0	1,077.11	14,030.89	0.00 (	14,030.89)	0.00
SERVICES	0 (	34,089.00)	574.00	0.00 (	574.00)	0.00
FIXED ASSETS	8,161	0.00	8,160.88	0.00	0.12	100.00
TOTAL 69-WATER PLANT THREE	10,911 (	28,667.08)	35,326.70	0.00 (	24,415.70)	323.77
<b>70-SEWER SERVICES</b>						
PERSONNEL SERVICES	153,157	14,203.91	152,332.68	0.00	824.54	99.46
OPERATIONS & MAINTENANCE	192,170	6,390.06	210,441.24	8,941.00 (	27,212.24)	114.16
SUPPLIES	62,900	719.36	24,604.70	0.00	38,295.30	39.12
SERVICES	25,119	0.00	18,111.89	0.00	7,007.11	72.10
FIXED ASSETS	23,244	0.00	22,142.78	0.00	1,101.22	95.26
TOTAL 70-SEWER SERVICES	456,590	21,313.33	427,633.29	8,941.00	20,015.93	95.62
<b>75-SEWER PLANT</b>						
PERSONNEL SERVICES	131,211	13,061.47	135,329.07	0.00 (	4,117.87)	103.14
OPERATIONS & MAINTENANCE	108,908	6,097.24	111,070.54	0.00 (	2,162.54)	101.99
SUPPLIES	18,641	1,210.66	20,413.42	460.00 (	2,232.42)	111.98
SERVICES	65,853	918.00	39,185.24	0.00	26,667.76	59.50
FIXED ASSETS	9,025	0.00	0.00	0.00	9,025.00	0.00
TOTAL 75-SEWER PLANT	333,638	21,287.37	305,998.27	460.00	27,179.93	91.85

CITY OF LAGO VISTA  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: SEPTEMBER 30TH, 2016

30 -UTILITY FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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77-EFFLUENT DISPOSAL						
PERSONNEL SERVICES	133,193	15,927.23	142,085.13	0.00 (	8,892.50)	106.68
OPERATIONS & MAINTENANCE	103,815	3,399.92	54,980.95	3,000.00	45,834.05	55.85
SUPPLIES	15,500	634.38	4,925.44	0.00	10,574.56	31.78
SERVICES	15,250	336.00	13,670.23	0.00	1,579.77	89.64
FIXED ASSETS	8,733	0.00	8,602.67	0.00	130.33	98.51
TOTAL 77-EFFLUENT DISPOSAL	276,491	20,297.53	224,264.42	3,000.00	49,226.21	82.20
79-UTILITY FUND TRANSFER						
catg 3 not used	305,000	0.00	0.00	0.00	305,000.00	0.00
FIXED ASSETS	35,000	0.00	0.00	0.00	35,000.00	0.00
TOTAL 79-UTILITY FUND TRANSFER	340,000	0.00	0.00	0.00	340,000.00	0.00
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
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TOTAL EXPENDITURES	4,668,232	316,812.37	4,156,029.16	28,902.98	483,299.36	89.65
REVENUE OVER/ (UNDER) EXPENDITURES	123,184	208,921.24	801,890.43 (	28,902.98) (	649,803.95)	627.51

CITY OF LAGO VISTA  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: SEPTEMBER 30TH, 2016

40 -CAP IMPROVEMENT UTL BONDS  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
80-CAPITAL IMPROVEMENT	0	70,730.03	3,856,309.00	0.00 ( 3,856,309.00)		0.00
TOTAL REVENUES	0	70,730.03	3,856,309.00	0.00 ( 3,856,309.00)		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	4,229,869	125,865.63	6,462,921.87	43,155.56 ( 2,276,208.43)		153.81
TOTAL 80-CAPITAL IMPROVEMENT	4,229,869	125,865.63	6,462,921.87	43,155.56 ( 2,276,208.43)		153.81
TOTAL EXPENDITURES	4,229,869	125,865.63	6,462,921.87	43,155.56 ( 2,276,208.43)		153.81
REVENUE OVER/(UNDER) EXPENDITURES	( 4,229,869)	( 55,135.60)	( 2,606,612.87)	( 43,155.56)	( 1,580,100.57)	62.64

CITY OF LAGO VISTA  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: SEPTEMBER 30TH, 2016

42 -IMPACT FEE FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
50- INVESTMENT INTEREST	0	397.22	2,513.77	0.00 (	2,513.77)	0.00
60-WATER IMPACT REVENUE	0	27,000.00	363,015.44	0.00 (	363,015.44)	0.00
70-SEWER IMPACT REVENUE	0	19,035.00	251,340.00	0.00 (	251,340.00)	0.00
TOTAL REVENUES	0	46,432.22	616,869.21	0.00 (	616,869.21)	0.00
EXPENDITURE SUMMARY						
10-IMPACT FEE ADMIN						
SERVICES	553,354	0.00	553,354.00	0.00	0.00	100.00
TOTAL 10-IMPACT FEE ADMIN	553,354	0.00	553,354.00	0.00	0.00	100.00
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	553,354	0.00	553,354.00	0.00	0.00	100.00
REVENUE OVER/ (UNDER) EXPENDITURES	( 553,354)	46,432.22	63,515.21	0.00 (	616,869.21)	11.48-

CITY OF LAGO VISTA  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: SEPTEMBER 30TH, 2016

43 -PARKLAND FEE FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
43 PARK FUND	0	12.85	99.48	0.00 (	99.48)	0.00
TOTAL REVENUES	0	12.85	99.48	0.00 (	99.48)	0.00
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	0	12.85	99.48	0.00 (	99.48)	0.00

CITY OF LAGO VISTA  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: SEPTEMBER 30TH, 2016

46 -THE HOLLOWS-CENTEX DESTIN  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	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: SEPTEMBER 30TH, 2016

50 -DEBT SERVICE  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
80-ACCUMULATED INTEREST	553,354	46.65	555,494.23	0.00 (	2,140.23)	100.39
85-AD VALOREM & OTHER	1,771,754	11,431.34	1,778,214.63	0.00 (	6,460.63)	100.36
TOTAL REVENUES	2,325,108	11,477.99	2,333,708.86	0.00 (	8,600.86)	100.37
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	4,000	400.00	1,900.00	0.00	2,100.00	47.50
LEASE PURCHASE	0	0.00	0.00	0.00	0.00	0.00
AUDITOR ADJ	0	0.00 (	3,738.00)	0.00	3,738.00	0.00
FIXED ASSETS	2,321,109	0.00	2,321,107.52	0.00	1.48	100.00
TOTAL 85-AD VALOREM & OTHER	2,325,109	400.00	2,319,269.52	0.00	5,839.48	99.75
TOTAL EXPENDITURES	2,325,109	400.00	2,319,269.52	0.00	5,839.48	99.75
REVENUE OVER/ (UNDER) EXPENDITURES	( 1)	11,077.99	14,439.34	0.00 (	14,440.34)	3,934.00-

CITY OF LAGO VISTA  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: SEPTEMBER 30TH, 2016

90 -GENERAL FIXED ASSETS  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	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: SEPTEMBER 30TH, 2016

95 -GENERAL LONG-TERM DEBT  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	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: SEPTEMBER 30TH, 2016

98 -PAYROLL CLEARING ACCOUNT  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	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: SEPTEMBER 30TH, 2016

99 -DISBURSEMENT ACCOUNT  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	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

**MEETING DATE:** November 3, 2016

**AGENDA ITEM:** Consider schedule and items for future Council meetings.

**Comments:**

**Motion by:** \_\_\_\_\_

**Seconded by:** \_\_\_\_\_

**Content of Motion:** \_\_\_\_\_

\_\_\_\_\_

**Vote:** \_\_\_\_\_; Sullivan \_\_\_\_\_; Tidwell \_\_\_\_\_; R. Smith \_\_\_\_\_;

Mitchell \_\_\_\_\_; S. Smith \_\_\_\_\_; Bland \_\_\_\_\_

**Motion Carried:** Yes \_\_\_\_\_; No \_\_\_\_\_

**MEETING DATE: November 3, 2016**

**AGENDA ITEM: EXECUTIVE SESSION**

**Comments:**

- A. Consultation with legal counsel regarding LVISD subsequent user fees and questions related to payment thereof.
- B. Consultation with legal counsel regarding Rusty Allen Airport plans and possible revisions thereto.
- C. Consultation with legal counsel regarding Economic Analysis of golf facilities within the City.
- D. Consultation with legal counsel regarding Walters Wedding and Real Property issues and questions related to acquisition, sale or lease.
- E. Consultation with legal counsel regarding claims or possible claims or contractual claims or possible claims or charges, and issues and questions related thereto.

**Motion by:** \_\_\_\_\_

**Seconded by:** \_\_\_\_\_

**Content of Motion:** \_\_\_\_\_

\_\_\_\_\_

**Vote:** \_\_\_\_\_; Sullivan \_\_\_\_\_; Tidwell \_\_\_\_\_; R. Smith \_\_\_\_\_;

Mitchell \_\_\_\_\_; S. Smith \_\_\_\_\_; Cox \_\_\_\_\_

**Motion Carried:** Yes \_\_\_\_\_; No \_\_\_\_\_

**MEETING DATE: November 3, 2016**

**AGENDA ITEM: RECONVENE FROM EXECUTIVE SESSION**

**Comments:**

- A. Consultation with legal counsel regarding LVISD subsequent user fees and questions related to payment thereof.
- B. Consultation with legal counsel regarding Rusty Allen Airport plans and possible revisions thereto.
- C. Consultation with legal counsel regarding Economic Analysis of golf facilities within the City.
- D. Consultation with legal counsel regarding Walters Wedding and Real Property issues and questions related to acquisition, sale or lease.
- E. Consultation with legal counsel regarding claims or possible claims or contractual claims or possible claims or charges, and issues and questions related thereto.

**Motion by:** \_\_\_\_\_

**Seconded by:** \_\_\_\_\_

**Content of Motion:** \_\_\_\_\_

**Vote:** \_\_\_\_\_; Sullivan \_\_\_\_\_; Tidwell \_\_\_\_\_; R Smith \_\_\_\_\_;

Mitchell \_\_\_\_\_; S. Smith \_\_\_\_\_; Cox \_\_\_\_\_

**Motion Carried:** Yes \_\_\_\_\_; No \_\_\_\_\_