

## 1. Agenda

Documents:

[AGENDA-CC-FEB24-SCM.PDF](#)

[AGENDA-CC-FEB24-SCM PAK.PDF](#)



Mayor  
Ed Tidwell

Mayor Pro-Tem  
Paul Prince



Council Members

Gage Hunt  
Kevin Sullivan  
Rob Durbin  
Chelaine Marion  
Paul Roberts

**AGENDA  
CITY COUNCIL  
SPECIAL CALLED MEETING**

**NOTICE IS HEREBY GIVEN** that the Lago Vista City Council will hold a special called meeting on Friday, February 24, 2023, from 9:00 a.m. to 5:00 p.m., as prescribed by Government Code Section §551.041 to consider the following agenda items.

**THIS MEETING WILL BE HELD IN CITY COUNCIL CHAMBERS AT 5803 THUNDERBIRD, LAGO VISTA TEXAS AND UTILIZING THE GOTOMEETING VIDEOCONFERENCING TOOL.**

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

<https://meet.goto.com/795140741>

You can also dial in using your phone.

(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (646) 749-3122

- One-touch: <tel:+16467493122,,795140741#>

**Access Code: 795-140-741**

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

**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.

**WORK SESSION**

Strategic Planning workshop to discuss the Fiscal Year 2023 Work Plan and the Fiscal Year 2024 Work Plan.

**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 5:36 p.m. on the 16th day of February 2023.

*Lucy Aldrich*

Lucy Aldrich, 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.**



Mayor  
Ed Tidwell

Mayor Pro-Tem  
Paul Prince



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# Strategic Planning

February 24 - 25, 2023



# Objectives

- Review Work Plan Goals
- Discuss FY 2023-2024 objectives and action items
- Determine projects for Certificate of Obligation Bonds
- Discuss FY23-24 budget considerations



# Work Plan Goals

1. Enhance the quality of life for Lago Vista residents
2. Continue collaborative efforts
3. Maintain a safe, clean, and attractive community
4. Maintain a quality workplace for employees
5. Maintain transparency
6. Enhance marketing, communication, and economic development for Lago Vista
7. Sustainability to include social equality, environmental protection, conservation and smart growth
8. Enhance efficiency and effectiveness of the organization



# Emergency Management

- Radios
- CADRMS
- Outdoor sirens
- Evacuation routes





# Comprehensive Plan Update

- Comprehensive Plan RFQs
- Growth Management Discussion
  - Density
  - Dormant PDDs
  - Subdivision Ordinance
    - Tree Ordinance





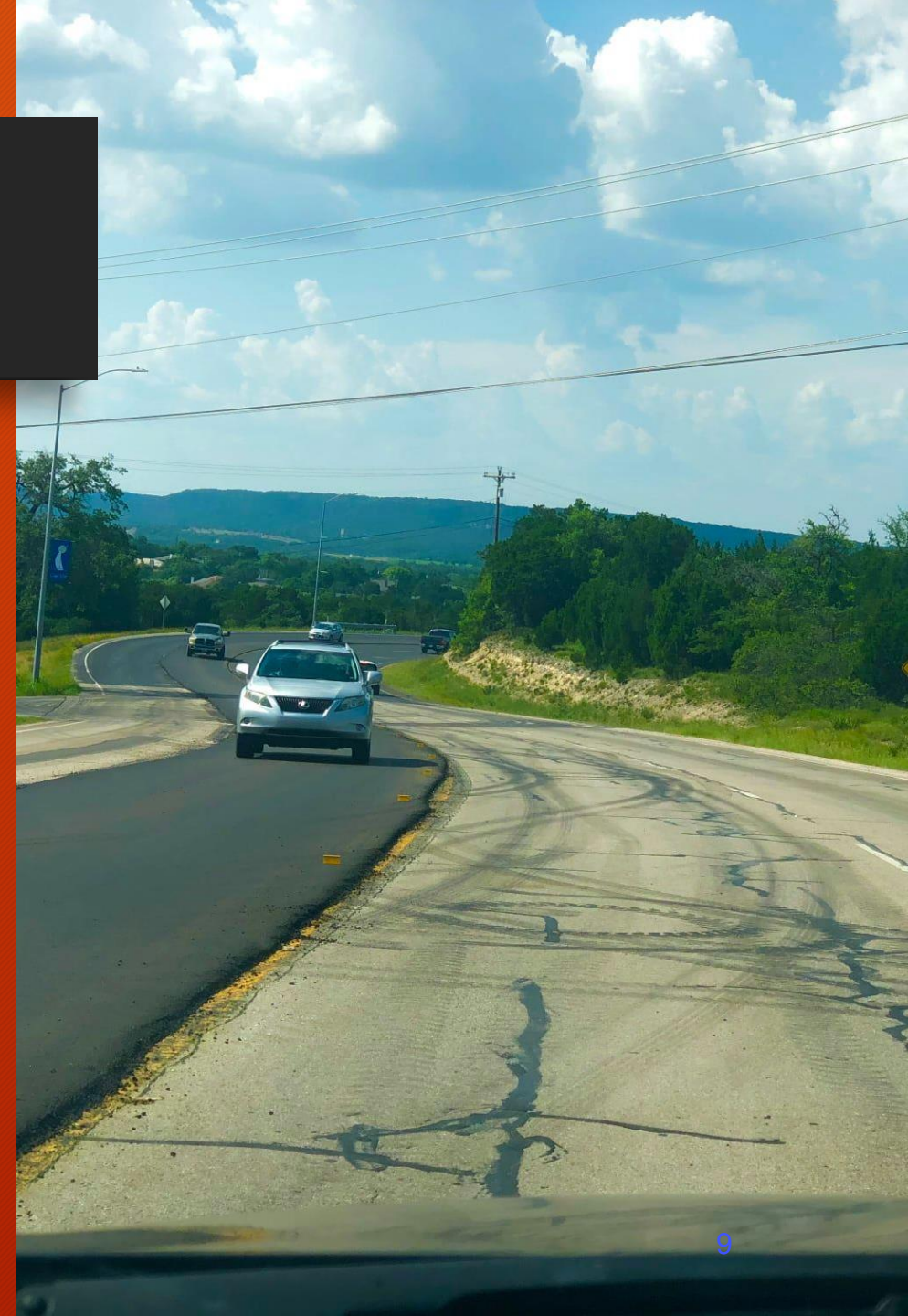
# Certificate of Obligation Bonds

- Street Rehabilitation Program
  - New Street Analysis
  - Prioritization of streets
- Effluent Water
  - 3 Scenarios
- Park Amenities and Swimming Pool



# Streets

- Criteria for re-evaluating 2019 Street Rehabilitation Fund
- Prioritization of streets
- Cost and number of streets based on last street bid





# Effluent Water

- **Scenario 1**
  - Clean, reline, and install two weir walls at the current effluent pond
  - Estimated cost \$7.6 - 10.0 million
- **Scenario 2**
  - Switch from Type 2 to Type 1 Effluent
  - Estimated cost \$13.8 - \$18.0 million
- **Scenario 3**
  - Switch from Type 2 to Type 1 Effluent while increasing capacity to 1.5 MGD
  - Estimated cost \$20.0 - \$24.0 million





# Parks

- Park Master Plan
- Pocket Parks
- Park Amenities and Swimming Pool





# General Obligation Bonds

- Municipal Building
- Library Expansion
- Golf Course
- Airport



# Rusty Allen Airport

- Maintenance Agreement
- Exemption Letter
- Residential Through the Fence Agreement
- Commercial Through the Fence Agreement





# Budget Considerations

- Fleet Management
- Animal Control
- Stabilization Fund
- Grant Administrator
- Others



Thank you!







# COMPREHENSIVE PLAN UPDATE

PREPARED FOR THE CITY OF LAGO VISTA  
RFO NO. 23-02 PRIMARY COMPREHENSIVE PLANNING CONSULTANT  
JANUARY 18, 2023

**DESIGNWORKSHOP**



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Design Workshop, Inc.  
Landscape Architecture  
Planning  
Urban Design  
Strategic Services

812 San Antonio Street  
Suite 401  
Austin, TX 78701  
512.499.0222

[designworkshop.com](http://designworkshop.com)

Kurt Culbertson  
Principal-in-Charge  
kculbertson@  
designworkshop.com  
970.315.3993

Claire Hempel  
Project Manager  
Austin Studio Principal  
chempel@  
designworkshop.com  
512.647.2371

January 18, 2023

Tracie Hlavinka  
City Manager, City of Lago Vista  
P.O. Box 4727  
Lago Vista, TX 78645

Re: RFQ No. 23-02 Primary Comprehensive Planning Consultant

Dear Ms. Hlavinka and Selection Committee,

As the leading place to live on the north shore of Lake Travis, Lago Vista is poised to reaffirm a unified vision for how it wants to grow in the face of regional development pressures. Lago Vista enjoys cherished elements that attach people to place: scenic Hill Country views, crystal clear waters, prestigious schools and neighborhoods, civic pride and leadership, commitment to the arts and stewardship of the precious natural gems of the community.

We recognize the significance of this Comprehensive Plan update to affect the lives of over 10,000 people—and the delicate balancing act of finding common ground amongst stakeholders of all ages. The Future Land Use Plan Element update must proceed with a high degree of sensitivity toward the wishes of community businesses, civic leaders, special interests, long-time residents that are invested in the community and new residents that have found their voice in the community. All stakeholders should be heard before any plans or policies are created.

Design Workshop (lead firm, planning, outreach, urban design), James Lima Planning + Development (economics), and Alliance Transportation Group (transportation planning/policy and code) can help create for the City of Lago Vista a document that is clear in its actions, is user friendly, and earns the support of community partners. Design Workshop is nationally recognized for leading successful public outreach and place-based planning but is located in the heart of the Hill Country. Alliance Transportation Group brings vast knowledge of the community from their work with Lago Vista and across Texas. James Lima P+D has helped hundreds of clients understand emerging market potential, create economic development strategies, revitalize corridors and downtowns to achieve their vision.

Together our team can bring to the table the passionate voices that make up the community and create informed consensus around questions such as:

- What are the economic implications of various growth scenarios?
- How can future growth support our character?
- How can we balance the community needs from different groups?
- In what form and pattern should acceptable growth take and how does our image manifest itself in the design of our streets, buildings, parks and open spaces?
- What are the appropriate and acceptable tools, plans and policies to ensure we grow toward our vision and aspirations?

If we can provide more information, please do not hesitate to contact me or the Principal-in-Charge, Kurt Culbertson, at the contact information listed at the left. Design Workshop welcomes the opportunity to meet with you on this very exciting project and greatly appreciates your consideration.

Sincerely,



Claire Hempel, AICP-CUD, PLA, LEED Green Associate  
Project Manager, Austin Studio Principal









# FIRM STRUCTURE



# Meet Our Team

## Design Workshop

**Planning, Economic  
Development, Urban  
Design**

### Years in Business

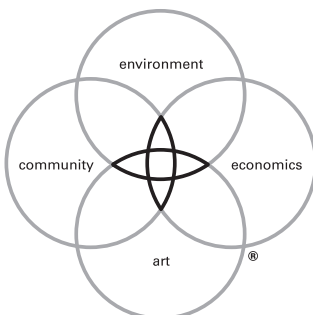
52 Years

### Services

Master Planning  
Land Planning  
Strategic Services  
Landscape Architecture  
Urban Design  
Lighting Design  
Signage & Wayfinding

### DW Legacy Design®

represents our commitment to design projects that outlast us and contribute to a healthier world. Our methodology develops a sustainable plan for each project that balances economic, social, environmental, and artistic goals and empirically measures the benefits.



**535+**  
AWARDS

**12** PERFORMANCE-BASED  
DESIGN CASE STUDIES

**Design Workshop is dedicated to creating Legacy projects for our clients, society and the well-being of our planet. Our firm has over 50 years of experience working with communities to create general plans that guide them toward a successful future.**

Design Workshop is an international design studio integrating the fields of landscape architecture, urban design, planning, economics and engagement. Since the first “Workshop” in 1969, the firm continues to innovate with each generation, informed by changing economic context and the natural systems impacting our communities.

A community of designers, landscape architects, planners and strategists, we share a deep commitment to improving social equity and environmental justice through design. As our methods evolve in response to new, complex challenges, our conviction to value-based design remains constant.

We design for people—not just today but for future generations. Whether designing a private garden, a campus within a fragile ecosystem, or developing the vision for a 21st century park, we strive to foster connections between people while creating meaningful, distinctive places.

## DESIGN WORKSHOP

### Board of Directors

Becky Zimmermann, Jim MacRae, Jeff Zimmermann, Mark Feldmann, Mike Albert, Robb Berg, Stephanie Grigsby, Aimee Duffy, Emily McCoy

### CEO

Becky Zimmermann

### President

Robb Berg

Aspen Austin Chicago Denver Houston Lake Tahoe Los Angeles Raleigh



## Firm Approach

### Statement of Qualification

The Design Workshop team is made up of passionate individuals – those who are driven to make the places in which we work the best they can be. The Travis County area – the northern part in particular – is experiencing incredible growth because of the desirable Hill Country landscape, pace of life, and quality of amenities.

Lago Vista is in the thick of this growth, and the City is keeping up with the growth by adding new staff positions and increasing property taxes to keep top quality of service to its citizens. Despite this, a comprehensive plan needs to not just be reactionary, but instead lead the vision for the city over the next decade. Some of the issues that we intend to tackle in the planning process include addressing growth and conservation; providing solutions for connectivity for multiple modes of transportation while ensuring traffic safety for all; ensuring parks and open spaces are preserved while finding places where growth and density should occur and strengthening the connection between the heart of Lago Vista and the lake and to the Balcones Canyonlands National Wildlife Refuge.

Our team has provided comprehensive planning services for communities across the globe for over 50 years. The common denominator in our work is to start with listening to the community, blending our expertise and direction from the City leadership with the voices of those who live and work in the city. Sometimes our work is focused on a corridor, or a downtown. Sometimes we work on the private side to solve development challenges. What makes our team different is that we not only plan places, but we also implement them.

DW, working with the City, will create and lead public engagement process to build participation, and gather input. DW believes that using a variety of in-person activities such as surveys, planning exercises, discussions, presentations, and workshops is a priority that enables us to elicit raw data points from the community at-large from which the policy of the Comprehensive Plan.

To create an implementable plan, we will conduct a thorough analysis of existing conditions, including population growth trends, economic development, natural resources, transportation, utility services, historic character, urban design and placemaking, cultural resources, equity, housing and existing land use patterns. We will also, as part of the process, identify the community's vision, objectives, and community goals, based on the community and stakeholder process and community needs and opportunities analysis.

The final product of the Comprehensive Plan, including the future land use map, will be an implementable plan for the next ten years with metrics for work to be completed and timelines to follow for completion of the plan's goals.

### Firm Capacity

Design Workshop employs an open and transparent process that cycles between input, analysis, and creative inspiration. We are fierce believers in the community process, and work in a bottom-up fashion to create plans that express the visions of the community and stakeholders we work with. We believe in strong project management and creating accountability within the process so that our clients are left satisfied with the level of effort and expertise they received from us.

The availability of the key personnel can be found in the table below. The primary personnel include Kurt Clubertson as Principal-in-Charge (8%), Claire Hempel as Project Manager (25%), and Sonny Sin as the Planner (30%). The bulk of personnel availability will be with the consultants (63%) to coordinate support and planning efforts.

Role	Name	Availability
<b>Principal-in-Charge</b>	Kurt Culbertson	8%
<b>Project Manager</b>	Claire Hempel	25%
<b>Planner</b>	Sonny Sin	30%
<b>Consultants</b>	JLP+D and ATG	63%









# TEAM OVERVIEW



## Project Team

### Design Workshop

#### Planning, Urban Design and Landscape Architecture

**Design Workshop has successfully led several comprehensive plans that have created meaningful impact in their communities, resulting in measurable and implementable outcomes. We understand the importance of adequately managing city growth while preserving natural beauty and historic character. Updating the existing comprehensive plan to meet and exceed expectations will help facilitate future growth.**

As an international design studio, we've learned the value of building communities across cultures, geographies and economies. Whether designing a restorative private garden, reimagining an underperforming downtown center or developing the vision for a comprehensive plan to promote a city's economic vitality, we are committed to more than design in the conventional sense. We tackle challenges beyond the project site and its mapped boundaries to create places of timeless beauty and meaningful connections.

Our work provides an armature for building communities by considering how people live, economies operate and environments function at a regional scale. Optimizing these systems requires large-scale thinking. Using open space as the primary organizational component, we examine economic and transportation networks to restore urban centers, conserve the natural environment and provide equitable access to parks and open space.

### Alliance Transportation Group

#### Transportation Planning, Policy and Code

Alliance Transportation Group, Inc., (ATG) is a full-service engineering and planning consulting services firm. ATG was founded in on strong beliefs of serving the community, developing sustainable relationships, and sharing success. They deliver their services on-time and with consistent high value and attention.

ATG is headquartered in Austin, TX, and has offices in Dallas, TX, San Antonio, TX, Houston, TX, Metairie and Lake Charles, LA. Today, the firm employs more than 75 professional engineers, traffic operations engineers, certified planners, economists, computer technicians, public involvement specialists, and support staff. ATG fosters an entrepreneurial spirit among its professionals encouraging them to develop innovative, value-added processes and procedures to address transportation and other infrastructure-related challenges. With a wide array of experiences and backgrounds, their staff approaches planning from a comprehensive, data-driven perspective to ensure communities are equipped with the best information to foster smart, sustainable growth. Further, their team embraces emerging trends and connectivity between all aspects of planning to encourage projects and policies that meet multiple objectives.





## James Lima Planning + Development

### Economics

James Lima Planning + Development (JLP+D) makes the aspirational attainable. Specializing in the economics of placemaking, JLP+D is an industry leader in urban strategy consulting. JLP+D envisions, develops, and implements transformative initiatives to create more vibrant, equitable and resilient places for all. For public, private, and non-profit clients, JLP+D's expertise in real estate, planning, and economic development helps identify and generate untapped market demand, unlock a location's potential to attract talent and investment, and devise the governance and financing mechanisms to capture the value created, with an aim to maximize public benefits for communities.



Residents viewing park plans, Lafayette, LA





## Design Workshop

### Education

PhD, Edinburgh College of Art

Master of Business Administration  
in Real Estate, Southern Methodist  
University

Bachelor of Landscape Architecture,  
Louisiana State University

### Licensure and Certifications

Licensed Landscape Architect: AL;  
CO; LA; NE; NM; SC; VA

American Institute of Certified  
Planners

CDT Certification

LEED® AP

## Kurt Culbertson FASLA, AICP, LEED®AP PRINCIPAL-IN-CHARGE

Kurt is a recognized leader in the field of evidence-based design and the application of metrics and performance measures to planning and design projects. This cutting edge approach which addresses not only environmental performance but the community, economic and cultural performance of the built environment, has earned notable recognition and accolades from the American Planning Association, Urban Land Institute and the American Society of Landscape Architects. He is a Fellow of the American Society of Landscape Architects, the American Institute of Certified Planners, and the Forum for Urban Design. In 2016, he was awarded the ASLA Medal, the society's highest honor, for lifetime achievements in the profession.

### Selected Project Experience

#### Beaufort County Comprehensive and Greenprint Plan – Beaufort, SC

Kurt was Principal on this Comprehensive and Greenprint Plan. The focus of the Comprehensive Plan and the Greenprint Plan is to marry environmental system planning with growth management planning to ensure the development areas are out of harm's way from flooding, storm surge and to preserve those areas that are prone to flooding and sea level rise as protected open space.

#### Vancouver Parks & Recreation Vision Plan – Vancouver, BC

The Master Plan will envision parks and recreation services that offer equity, reduce barriers, and provide excellent experiences for the public based on population growth, changing demographics and increasing development costs.

#### Hot Springs Comprehensive Plan – Hot Springs, AR

The city is looking to evolve by diversifying its economy and population, and Design Workshop is currently working with City of Hot Springs staff, leaders, and residents to create Envision Hot Springs, an update to the City's Comprehensive Plan. The comprehensive plan will provide a vision for the future of Hot Springs that is both pragmatic and aspirational.

#### Midlothian ParkVision Master Plan – Midlothian, TX

With a population that is expected to double in the next 20 years, the City selected Design Workshop to develop a new Parks, Open Space and Trails Master Plan. Midlothian ParkVision represents the chance to build civic trust while celebrating Midlothian's historic and natural character.





## Design Workshop

### Education

Master of Science in Community and Regional Planning, University of Texas at Austin

Bachelor of Landscape Architecture, Louisiana State University

### Licensure and Certifications

Licensed Landscape Architect: TX

American Institute of Certified Planners

Certified Urban Designer

LEED® Green Associate™

### Professional Affiliations

American Planning Association

Council of Landscape Architectural Registration Boards

Urban Land Institute, Public Development and Infrastructure Council

City of Austin Planning Commissioner, 2019 - 2027

Red Line Parkway Initiative Board Member

# Claire Hempel

PLA, LEED® GA, AICP-CUD  
PROJECT MANAGER

Claire has led several comprehensive community and environmental planning projects throughout Texas. She is a Principal in the Austin office of Design Workshop and brings twenty years of landscape architecture, urban design and land planning experience. Having worked both nationally and internationally in this field, she is a leader in research, programming and design. Claire has led both local and international projects, including urban and regional parks, resort and high-rise design in Dubai and Abu Dhabi. Claire has a passion for creating spaces that people want to be in while also respecting the environment that make that space so enjoyable. The most successful projects strike a balance of interaction, education, and preservation.

## Select Project Experience

### Envision New Braunfels – New Braunfels, TX

New Braunfels is the nation's second-fastest growing city with a population of 50,000 or more. Claire facilitated public engagement meetings, seeking input and collaboration across a wide variety of stakeholders.

### Lakeway Comprehensive Plan – Lakeway, TX

Claire is responsible for the overall quality and thoroughness of the services of the consulting team for a plan based on community input as well as dialogue with Staff and leadership that will create a playbook of items that need to be acted on in the immediate, mid- and long-term.

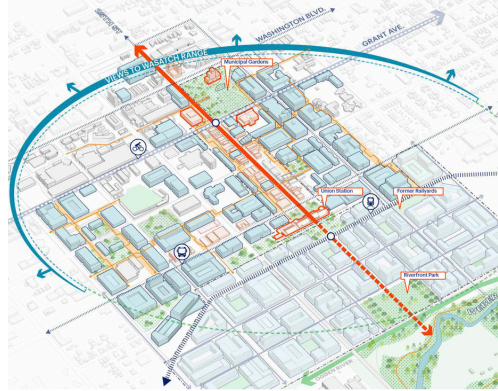
### Mont Belvieu Livable Centers– Cedar Park, TX

The City of Mont Belvieu is the forth fastest growing municipality in the Houston metropolitan area. The City in partnership with the Houston-Galveston Area Council commissioned Design Workshop to prepare a plan for a walkable downtown center and main street that fosters civic pride and provides local amenities for an increasing population.

### Midlothian ParkVision Master Plan – Midlothian, TX

With a population that is expected to double in the next 20 years, the City selected Design Workshop to develop a new Parks, Open Space and Trails Master Plan. Midlothian ParkVision represents the chance to build civic trust while celebrating Midlothian's historic and natural character.





## Design Workshop

### Education

Master of Science in Urban Design,  
The University of Texas at Austin

Bachelor of Architecture, Ewha  
Womans University, South Korea

### Licensure and Certifications

SITES Accredited Professional

American Institute of Certified  
Planners Candidate

### Recent Awards and Honors

Excellence in Urban Design, 2019, The  
University of Texas at Austin

First Prize-Majang part, 2014, Seoul  
Urban Regeneration Idea Competition

### Publications

"21st Century Socialist Country, North  
Korea", 2020, ORO Edition

"21BB—Model Region Berlin-  
Brandenburg Analysis and Visions  
for the 21st Century 21BB—Model  
Region Berlin-Brandenburg Analysis  
and Visions for the 21st Century", Park  
Books · Jan 1, 2020

"Frameworks for placemaking\_  
Alternative futures for the Austin  
convention district", 2019, Center for  
Sustainable Development, School of  
Architecture, The University of Texas  
at Austin

## Sonny Sin AICP PLANNER

Sonny is a urban designer and planner in the Austin, TX office of Design Workshop. She has worked primarily as project manager and project planner for large scale community, district and comprehensive planning efforts, assisting with ecological restoration projects and mixed-use developments.

She believes that research is critical part of design. By researching various areas, a problem solving process becomes more critical, creative, and integrative. With her background in Architecture and Urban Design, she understands the interrelationship in various scales.

### Select Project Experience

#### Montgomery Parks Nature Plan – Montgomery County, MD

Sonny served as Assistant Planner for Montgomery Park Nature Plan of Maryland. The plan is including strategic locations of future nature center according to equity and accessibility.

#### Spicewood Retreat Framework – Travis County, TX

Sonny is Assistant Urban Design for Spicewood Retreat Framework, which is 38-acre. This private project is about strategic site planning considering ecological restoration and conservation.

#### Zilker Park Vision Plan – Austin, TX

Sonny is a Planner for Zilker Park Vision Plan. The plan is to develop a visionary framework to guide the restoration and future development of Zilker Metropolitan Park and its numerous facilities and features through a robust public engagement process.

#### Midlothian Parks, Recreation, Open Space, and Trails Master Plan – Midlothian, TX

Sonny is Assistant Planner for Midlothian PROS Master Plan. The plan provides a strong framework to prioritize park improvements, guide future open space and trail development, deliver programming that meets the needs of a changing community, and increase park access.





**Edwin Elam III,**  
AICP, PTP, PTSCTP,  
TSSP-RAIL  
Director of Planning

ATG

#### Education

Master of Urban and Regional  
Planning, University of New Orleans

Bachelor of Arts, Political Science/  
Public Administration, USC-  
Spartanburg

#### Licensure and Certifications

American Institute of Certified  
Planners

Professional Transportation Planner

Transit Safety & Security Program-Rail

Ed is a professional transportation planner with more than 32 years of experience and expertise in all aspects of urban mobility planning; performance-based prioritization; human services transportation coordination; transit safety and security oversight; public and stakeholder outreach; service planning and environmental analysis; Title VI and federal compliance for States, MPOs, and transit agencies. He began his career as a Metropolitan Planning Organization (MPO) planner and later became the MPO manager for the Lafayette Areawide Planning Commission.

Ed is a respected transportation planner with a demonstrated ability to build consensus among diverse groups, motivate project teams, and identify practical solutions to complex problems. He works hard to bring value to all projects, empower grass-roots decision making and create opportunity for innovation and creativity in all projects in an effort to make lives better.

#### Select Project Experience

Thoroughfare Master Plan – Victoria, TX

Bentonville Master Transportation Plan – Bentonville, AK

Amarillo Multimodal Plan – Amarillo, TX

Temple Mobility Master Plan – Temple, TX



**René Pastorek**  
AICP, ENV SP  
Transportation  
Planning Lead

ATG

#### Education

Master of Urban and Regional  
Planning, University of New Orleans,

Bachelor of Science, Geography,  
University of New Orleans

#### Licensure and Certifications

American Institute of Certified  
Planners

Envision Sustainability Professional

René has eight years of experience as a public sector planner across a wide range of focus areas including policy development, zoning administration, capital project implementation, and public outreach. Most recently, René was the Director of Planning and Zoning for St. John the Baptist Parish, Louisiana.

In this role, he successfully combined various goals such as transportation mobility, economic development, and water management to implement a comprehensive approach to community resilience. As a result, the policies, projects and programs he developed have helped push the Parish towards sustainable growth and development.

#### Select Project Experience

Brownsville Mobility Plan – Brownsville, TX

Regional Campus Mobility Hubs – Dallas, TX

Laplace Multimodal Transportation Center Plan – Laplace, LA\*

LA SAFE Airline and Main Complete Streets – Laplace, LA\*

\*Denotes work with a previous firm



## Team Overview



**James Lima**  
Economic Development  
Lead

**JLP+D**

### Education

Master of Science, Columbia  
University

Bachelor of Arts, Columbia University

JLP+D President James Lima has been actively engaged in complex matters of real estate, economic development and public policy since 1986. James founded JLP+D in 2011 after leading redevelopment strategies for numerous large-scale sites as a partner at a national economic and real estate advisory firm. James has also worked as a real estate developer for Forest City Ratner Companies and Avalon Bay Communities. In the public sector, James served as a senior economic development and housing official for NYC and was former NYC Mayor Michael Bloomberg's appointee as founding President of the public entity overseeing planning, development, and operations of Governors Island in New York Harbor. James has worked closely with a range of clients and collaborators to create innovative real estate and economic strategies that access untapped value, maximize public benefit, and ensure the long-term economic, social, and environmental sustainability of urban regeneration investment.

### Select Project Experience

Austin IH-35 Cap & Stitch Improvements – Austin, TX

Dallas Connected City Challenge: Hyper Density Hyper Landscape – Dallas, TX

East Austin Corridor Redevelopment Framework Plan – Austin, TX



Residents viewing park plans, Colorado Springs, CO





# RELEVANT PROJECTS

Rendering of Downtown Ogden Master Plan, UT





## New Braunfels Comprehensive Plan

New Braunfels, Texas

### Design Workshop

Design Workshop led a multi-disciplinary team to update the city's comprehensive plan, a long range planning document that provides policy guidance for future growth, development, land use, infrastructure and services. A streamlined public outreach initiative ensured a high level of communication throughout the project. The planning process encompassed growth and future land use; urban design; cultural and historic preservation; economic competitiveness; transportation; natural resources and infrastructure; education and youth; facilities; capital improvements.

An expanded scope included the development of an Open Space Strategic Plan with a detailed evaluation of Parks and Recreation programs, events and facilities, including its ability to respond to the recreational needs of the community. The updated Strategic Plan guides the next five to ten years of development and fiscal planning for the city's parks system.

### Client Reference

City of New Braunfels  
Christopher Looney, Planning & Community  
Development Director  
clooney@nbtexas.org  
830.221.4055

### Services Provided

Visioning, Urban Planning, Urban Design, Economic Analysis, Transportation Planning, Parks Planning, Public Facilitation, Custom Website Creation





# Lakeway Comprehensive Plan

Lakeway, Texas

## Design Workshop

Lakeway, a resort community on Lake Travis boasts golf courses, proximity to Austin, spas, the World of Tennis, abundant arts and plenty of outdoor recreation.

Although the area is perceived as having great value, no community is without challenges. Residential growth boomed, resulting in higher costs that now prevents the Lakeway workforce from living within the city. This creates more traffic congestion and longer commute times—which the expansion of RR 620 will further induce. Today Lakeway is largely built, but there are opportunities for infill redevelopment, a city

center, a convention center, and a performing arts center to grow tourism that must be balanced with decreasing water levels in Lake Travis. Design Workshop is led an update to the Lakeway Comprehensive Plan that provided new goals and direction for the community for a timeframe of 20 years.

Lakeway has the assets and connections to promote itself as a desirable destination to visit. But with community members that are reluctant to promote the area to outsiders it's important to strike the right balance and tone to satisfy residents as well as visitors.

## Client Reference

City of Lakeway  
Julie Oakley, Assistant City Manager  
[julieoakley@lakeway-tx.gov](mailto:julieoakley@lakeway-tx.gov)  
512.314.7527

## Services Provided

Public Engagement, Land Use Planning,  
Strategic Planning, Policy Recommendations





## Hot Springs Comprehensive Plan

Hot Springs, Arkansas

### Design Workshop

Considered America's first resort town and home to the oldest National Park in the country, Hot Springs is a remarkably unique place that welcomes over six million visitors annually, yet the city is looking to evolve by diversifying its economy and population. Design Workshop worked with City of Hot Springs staff, leaders, and residents to create Envision Hot Springs, an update to the City's Comprehensive Plan.

The nine-month process to create Envision Hot Springs included a robust engagement strategy in which Design Workshop gathered insights from citizens on what makes Hot Springs such

a special place. The plan guides investment across a wide range of areas, including transportation, parks, utilities, public services, historic preservation and land use guidelines. Prioritized for near-term, mid-term and long-term actions, the plan's recommendations help the City elevate the quality of life and potential for its citizens, while protecting and nurturing the many things that make Hot Springs unique.

### Client Reference

City of Hot Springs  
Kathy Sellman, Planning/Development Director  
ksellman@cityhs.net  
501.321.6855

### Services Provided

Public Engagement, Land Use Planning,  
Strategic Planning, Policy Recommendations





## Midlothian ParkVision Master Plan

Midlothian, Texas

### Design Workshop

Located 25 miles southwest of Dallas, the City of Midlothian has experienced rapid growth over the past decade. With a population that is expected to double in the next 20 years, the City selected Design Workshop to develop a new Parks, Open Space and Trails Master Plan.

Midlothian's existing parks are well loved and recent investments like the new Community Park reflect the City's commitment to providing quality public open space. Still, with considerable new housing development on the way and limited park access in some areas of

the city, opportunities exist to plan for a more robust, equitable, and resilient park system.

Midlothian ParkVision will provide a strong framework to prioritize park improvements, guide future open space and trail development, deliver programming that meets the needs of a changing community, and increase park access. Further, it represents the chance to build civic trust while celebrating Midlothian's historic and natural character, preserving the city's open space heritage for future generations.

### Client Reference

City of Midlothian  
Heather Dowell  
heather.dowell@midlothian.tx.us  
972.775.7159

### Services Provided

Open Space, Parks and Trails Planning, GIS Analysis, Public Engagement and Facilitation





## Georgetown Downtown Master Plan Update

Georgetown, Texas

### Design Workshop

As one of the fastest growing smaller cities in the country, Georgetown has seen exponential change. Like other downtown master plans, Design Workshop strategically focuses on the right balance between growth and community preservation. The master plan consists of a robust public engagement strategy through the design and collaboration-centered approach we've used in so many other communities.

Our approach to the update is two-pronged. The first is a thorough understanding of the urban framework of downtown, including its boundaries, current character districts,

infrastructure, history, and annual community events. The second is a comprehensive understanding of the economic drivers of the downtown district that attract people to live, work, and shop within the heart of Georgetown. We believe these elements are intricately related to the downtown master plan update, as people come to experience a thriving economy and the physical elements of downtown which contribute to that great experience.

### Client Reference

City of Georgetown  
Kim McAuliffe, Downtown & Tourism Director  
kim.mcauliffe@georgetown.org  
512.930.8475

### Services Provided

Public Engagement, Strategic Planning, Urban Planning, Urban Design, Economic Analysis, Transportation Planning





# PROPOSED TIMELINE



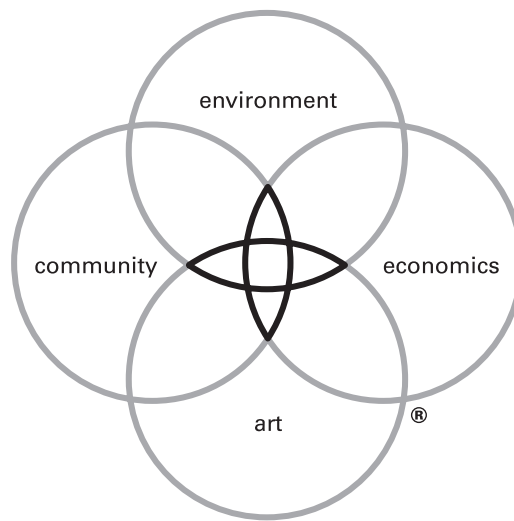
# Proposed Timeline Schedule

	2023				
	March	April	May	June	July
<b>Task 1 : Project Management</b>					
Strategic Kick Off meeting (SKO)	○				
Project Management Plan (PMP)					
<b>Task 2 : Meeting with City Leadership</b>					
Planning & Zoning Commission Meeting 1					
Planning & Zoning Commission Meeting 2					
City Administrator Meeting 1					
City Administrator Meeting 2					
City Council Meeting 1					
City Council Meeting 2					
Check-in calls (bi-weekly)					
<b>Task 3 : Research, Review, and Summary of Existing Data, Standards and Trends</b>					
Baseline Review of Existing Plans and Information					
Data Collection					
Current Action Items Matrix					
Inventory/Assessment of Issues and Opportunities					
<b>Task 4 : Community Snapshot</b>					
Community Snapshot report					
<b>Task 5 : Community Outreach</b>					
Stakeholder Meetings (up to 12 hours)			○		
Community Meeting 1			○		
Community Meeting 2					
Community Branding and Identity					
Project Website					
Novel Community Engagement Strategies					
Social Media					
<b>Task 6 : Visioning &amp; Policy Direction</b>					
Future Land Use Framework Planning					
Fiscal Analysis Component of Comprehensive Plan					
<b>Task 7: Master Thoroughfare Plan</b>					
Plan development and creation					
<b>Task 8: Plan Refinement - Draft the Comprehensive Plan</b>					
Formatting the Comprehensive Plan					
Draft Comprehensive Plan					
<b>Task 9: Preparation and Publication of a Draft Comprehensive Plan</b>					
Adoption Process					
Final Comprehensive Plan Document					
Quality Control Process					
○ Meetings					



40





## DW LEGACY DESIGN®

Legacy Design is the defining element of our practice. It is our commitment to an elevated level of design inquiry to arrive at the optimal solutions for clients. The process ensures that our projects reflect the critical issues facing the built environment and that they deliver measurable benefit to clients and communities.

It is the foundation of the firm's workshop culture and guides all projects.



# CITY OF LAGO VISTA

**RFQ NO. 23-02 PRIMARY COMPREHENSIVE  
PLANNING CONSULTANT**



January 18, 2023



City of Lago Vista  
Tracie Hlavinka, City Manager  
City of Lago Vista  
P.O. Box 4727  
Lago Vista, TX 78645

**RE: RFQ No. 23-02 Primary Comprehensive Planning Consultant**

Dear Ms. Hlavinka and Members of the Evaluation Committee:

**Halff Associates Inc. (Halff)** is excited to present our qualifications and demonstrate our interest and commitment to the development of a comprehensive plan update for the City of Lago Vista. Our leadership team and supporting staff are grounded by their extensive experience in the public sector and understand the complexities and challenges municipal clients face when trying to implement these critically important community plans. Our team brings the following benefits to Lago Vista:

- **Our record of successful planning.** Our planners, urban designers, infrastructure specialists and engineers have been leaders in our partnerships with more than 100 communities across Texas, Oklahoma, New Mexico, Arkansas and Florida to prepare various long range plans for their futures. Our team has the skills and experience in each of the elements that the City of Lago Vista recognizes as priority components of this project. We have assembled a proven team that will partner with you to meet your expectations for your community's future.
- **Our knowledge and understanding of the City of Lago Vista.** Our team understands the growth pressures of Central Texas and the unique challenges communities around Austin are facing. Proximity to the lake and growth within the surrounding Cedar Park and Leander area make Lago Vista a desirable place to live; however, limited land area, transportation and topography pose challenges to the City's potential to thrive. Halff will support Lago Vista in resolving these challenges with our regional knowledge from working with cities such as Cedar Park, Leander and Marble Falls.
- **Our emphasis on effective public outreach.** We know Lago Vista's residents are passionate about what happens in their City. Our planning process will involve all sectors of the community, including longtime residents, youth and new families. We believe in public outreach that extends broadly across the community through methods that are accessible and engaging. We do this by creating a series of public input options such as online opinion surveys, stakeholder conversations, and engaging public meetings. We have seen how critical it is for the success of a planning process to listen and understand citizens' top priorities. The final plan will be reflective of the community's voice and establish a legacy for the future.

Our team is committed to working with the City of Lago Vista to update your comprehensive plan and put the final touches on Lago Vista's build-out as a premiere Central Texas community. Thank you for your consideration of our qualifications and our recommended approach for a visionary and actionable comprehensive plan for Lago Vista. We look forward to building a strong working relationship with you and your community. Should you have any questions, please do not hesitate to contact us.

Sincerely,

**Halff Associates, Inc.**

A handwritten signature in blue ink, appearing to read "Chelsea Kirby".

Chelsea Kirby, AICP  
Project Manager (Authorized Representative)  
(512) 942-6230 | kirby@halff.com

**HALFF ASSOCIATES, INC.**

13620 BRIARWICK DRIVE TEL (512) 777-4600  
BUILDING C, STE 100 FAX (512) 252-8141  
AUSTIN, TEXAS 78729-1102 WWW.HALFF.COM

A handwritten signature in blue ink, appearing to read "Jordan Maddox".

Jordan Maddox, AICP  
Principal-in-Charge | Director of Planning (Authorized Representative)  
(512) 777-4616 | jmaddox@halff.com





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# 1. FIRM INFORMATION

Halff was founded in Dallas in 1950 by Albert H. Halff, PhD-Eng., PE. Today, Halff preserves Dr. Halff's legacy of integrity, dedication to client service and commitment to quality. Halff provides services throughout the Southwest and Southeast from 28 offices in Texas, Oklahoma, Arkansas, Louisiana and Florida. Halff employs more than 1,350 people who can augment the leadership team's attendance at project events and activities as necessary.

Because comprehensive planning is a major focus of what we do, Halff has an extraordinarily deep pool of planning resources. We have 83 planners and landscape architects, with 19+ located in our Austin office. Halff has an established reputation for delivering our projects on schedule, and we are timely in our work and responses to our clients and the public. The core team we have designated for the City of Lago Vista is

available and ready to serve you by providing consistent and highly experienced project leadership.

## HALFF PLANNING AND LANDSCAPE ARCHITECTURE CORE VALUES

Tomorrow's future begins as an idea today. We believe in the power of ideas and strive to imagine, plan and design a future where great ideas lead to enduring places. Our focus is on the interrelationship between the built environment, the landscapes that surround them, the people who use them, and the prosperity it creates today and for future generations.

Truly enduring planning and design is best realized where there is an interrelationship and balance between people, planet, prosperity, and place. As planners and designers, we are stewards of each of these four pillars and they form the foundation for all that we do.

**We improve lives and communities by turning ideas into reality.**







## EXPERIENCED KEY LEADERSHIP

The experience and commitment of a planning process' leadership is the single most important contributor to the success of that plan. **Halff's leadership team, presented here from our Austin office, will work with you** from the beginning to the end of your plan update. They bring extraordinary experience working with similar destination communities from across Texas.

📍 **Halff Austin Office:** 13620 Briarwick Drive, Building C, Ste 100, Austin, Texas 78729-1102



Project Manager and Central Texas native, **Chelsea Irby, AICP**, has managed more than 15 planning efforts in small- to medium-sized Texas communities. Her decade of combined private and public sector experience gives her a full range of knowledge from long range planning to day-to-day planning administration. Chelsea excels at assisting communities prepare for their future vision with achievable and realistic plans.

✉ : [clrby@halff.com](mailto:clrby@halff.com) 📞 : (512) 942-6230



Deputy Project Manager, **Nathalie Booth, AICP**, has five years of experience in public and private sector comprehensive planning, trail and park design, economic development and analysis, community engagement and visioning. The bulk of Nathalie's experience has been working with small, rural Texas towns, typically under 10,000 people, making her an expert on small town issues and strengths.

✉ : [nBooth@halff.com](mailto:nBooth@halff.com) 📞 : (737) 270-8703



Principal-in-Charge, **Jordan Maddox, AICP**, has more than 17 years of local public and private sector experience including leading and implementing planning efforts for several growing Central Texas communities and facilitating private development projects. Jordan is a south-Central Texas native. He is adept at understanding the balance needed to successfully build communities, including smart infrastructure planning, collaborative partnerships, and community buy-in.

✉ : [jMaddox@halff.com](mailto:jMaddox@halff.com) 📞 : (512) 777-4616



## UNIQUE QUALIFICATIONS

Halff's staff of more than 83 planners, urban designers, landscape architects, and graphics experts give the City of Lago Vista extraordinary resources and capabilities to develop a great vision for the future. Our 10 principal-level planners alone bring a combined 175 years of community planning experience, including work on more than 50 community and regional comprehensive plans from across the country.

We are committed to shaping and revitalizing communities as well as generating economic growth through creative, sustainable, and implementable planning solutions. Our plans provide visionary guidance for the community's future and a clear road map of actions that can be readily implemented. **By weaving together culture, identity and space, Halff's planning, urban design and landscape architecture professionals continue the community planning and design legacy that our firm began more than 30 years ago.**

## ALL SERVICES UNDER ONE ROOF

Halff is a unique regional consulting firm that has provided full-service planning, urban design/placemaking, engineering and related services for decades. The following are other in-house services and expertise Halff performs:

- Planning
- Landscape Architecture
- Architecture
- Construction services
- Environmental
- Energy
- Federal
- Geographic information systems
- Intelligent transportation systems
- Land and site development
- Mechanical/electrical/plumbing engineering
- Public works
- Right of way acquisition
- Software development
- Structural engineering
- Subsurface utility engineering/utility coordination
- Surveying
- Transportation
- Visualization
- Water resources
- Water utilities

## HALFF PLANNING AWARDS in the last 5 years

### Temple Comprehensive Plan

2021 Central Texas Section, American Planning Association, Texas Chapter

### Broken Arrow NEXT Comprehensive Plan

2020 Outstanding Plan Award, American Planning Association, Oklahoma Chapter

### Elevate Las Cruces Comprehensive Plan

2020 Long Range Planning Award, American Planning Association, New Mexico Chapter

### Boerne Comprehensive Plan, Boerne, Texas

2019 Comprehensive Plan of the Year Award, American Planning Association, Texas Chapter

### Bastrop Comprehensive Plan, Bastrop, Texas

2017 Comprehensive Planning Award, American Planning Association, Texas Chapter Central Texas Section

### Marble Falls Comprehensive Plan Update, Marble Falls, Texas

2016 Comprehensive Planning Award, American Planning Assoc., Texas Chapter

2016 Comprehensive Plan of the Year Award, American Planning Association, Texas Chapter Central Texas Section

### City of Baytown Parks and Recreation Department Master Plan

2022 Planning Excellence Award, Texas Recreation and Park Society (TRAPS)

2021 Houston-Galveston Area Council Parks and Natural Areas Award, Special Recognition

### Pearland Multi-Modal Master Plan

2021 Transportation Planning Achievement Award (Gold), American Planning Association (APA)-Texas Chapter

### Walter E. Long Park Vision Plan

2021 Unrealized Projects, Merit Award, Texas Chapter of the American Society of Landscape Architects

### University Avenue Corridor Study, Bryan/College Station, Texas

2020 Honor Award for Designed-Unrealized, American Society of Landscape Architects, Texas Chapter

### Llano Parks Master Plan, Llano, Texas

2020 Hard Fought Battle, American Planning Association, Central Texas

### Recreation and Open Space Master Plan, Sugar Land, Texas

2018 H-GAC Parks and Natural Areas Planning Award, City of Sugar Land Parks

### Bay City Parks Master Plan, Bay City, Texas

2018 Special Recognition, H-GAC Parks & Natural Areas

### Apodaca Blueprint, Apodaca, New Mexico

2018 Innovations in Planning, American Planning Association, New Mexico Chapter



## 2. OWNERSHIP STRUCTURE

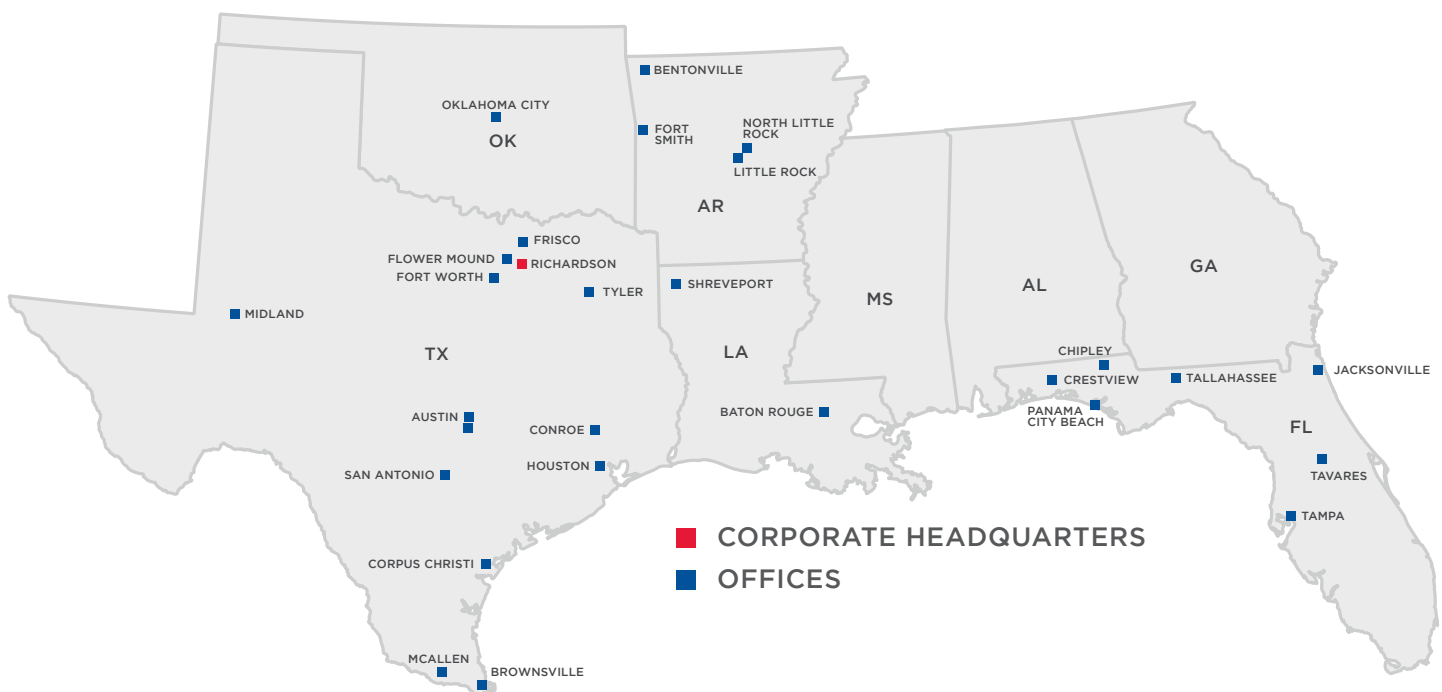
**Halff Associates, Inc.** is a Texas Corporation with ownership held by the firm's full-time employees. Currently, 370 employees own stock shares in the firm. No one employee owns more than 3% of company stock shares, which contributes to the stability of the firm. In addition to individual stock share ownership, each employee completing one year of service automatically becomes part of Halff's Employee Stock Ownership Plan program, which contains company stock.

The upper-level Leadership Group of Halff includes the President/Chief Executive Officer (CEO), Chief Operating Officer (COO), Chief Strategy Officer (CSO), Chief Financial Officer (CFO) and Chief Marketing Officer (CMO). The Leadership Team's focus is strategic direction, company culture, and growth of our people. The Operations Team, led by the Chief Operating Officer, was added to the corporate structure in 2020 to focus solely on production operations management and oversight, guiding the day-to-day operations of production teams to confirm successful project delivery and client relationships.

Our corporate officers, Mark Edwards, PG (President/CEO), Todd Jackson, PE (COO), Russell Zapalac PE (CSO), Joseph Sagel PE (CFO) and Jessica Baker Daily, PE, CFM, PMP (CMO) share the responsibility to oversee all Halff projects. Corporate authorities **Jordan Maddox, AICP** (PIC), and **Chelsea Irby, AICP** (PM), will be responsible for verifying work provided by the Halff Team to Lago Vista.

“We live in dynamic times and change is very dynamic. It's not often that one gets the opportunity to come up with a comprehensive plan that has uniqueness, has something that other comprehensive plans don't provide... you have done that. **You have come up with a plan that has a unique quality, has a point of difference that other plans don't have. And I can't thank you enough as a City staff member and a resident of New Mexico.** This is going to be a hallmark plan.”

**Larry Nichols**, Las Cruces Community Development Director





ORGANIZATIONAL CHART

Halff has assembled a team of experts in comprehensive planning for Lago Vista. Several members of our team have previously served on the client side as City Planners and City Engineers for various Texas communities similar to yours. We understand the issues you face and believe in having a core group of highly experienced professionals who can be with you throughout the process from beginning to end.

Our planning team is prepared to dedicate our time and efforts to confirm that the City of Lago Vista's comprehensive plan update is an exceptional plan for you and your community. Resumes for our proposed team members have been included in our Statement of Qualifications beginning on page 14.

PROJECT LEADERSHIP

Principal-in-Charge



JORDAN MADDOX, AICP

Project Manager



CHELSEA IRBY, AICP

Deputy Project Manager



NATHLIE BOOTH, AICP

PROJECT SPECIALISTS

Placemaking



MATT BUCCHIN, AICP,  
LEED GREEN ASSOC.

Planning/GIS



JULIAN SALAS-PORRAS

Conservation



TROY DORMAN, PhD,  
PE, CFM

Infrastructure



RJ ENDSLEY, PE,  
CNU-A, LGPP



# 3. STATEMENT OF QUALIFICATIONS

Halff understands successful implementation of your updated comprehensive plan can only occur if your residents, business owners and community members are broadly represented, have been sufficiently engaged in the planning process, and have had a truly meaningful opportunity to develop Lago Vista's collective vision, guiding principles and goals.

At Halff, we believe in the power of ideas and imagine, plan and design a future where great ideas lead to enduring places. **Halff's comprehensive planning process will work with the City of Lago Vista to provide a plan that addresses the state of your city, creates a holistic vision, defines your community's blueprint and is clear and actionable.**



## COMPREHENSIVE PLANNING PHASES IN LAGO VISTA





## PLAN ELEMENTS

Below is Halff's approach to addressing possible plan elements outlined in the Request for Qualifications.

### PUBLIC INVOLVEMENT

Public engagement is important for the future of Lago Vista because it is a process that allows the community to weigh in on the long-term vision of the City. The process informs the development of the plan, while at the same time educates and connects the community. There is not a "one size fits all" approach to public engagement. Residents should have multiple methods to provide input and in ways that they feel most comfortable. We share the City's desire to involve the broadest possible cross-section of Lago Vista's residents, property owners, business owners, investors and public officials. Our team has a large toolkit of public engagement techniques. The techniques below are the ones that seem like a solid fit for Lago Vista. Many of these techniques can be used throughout the entire process, while some are standalone.

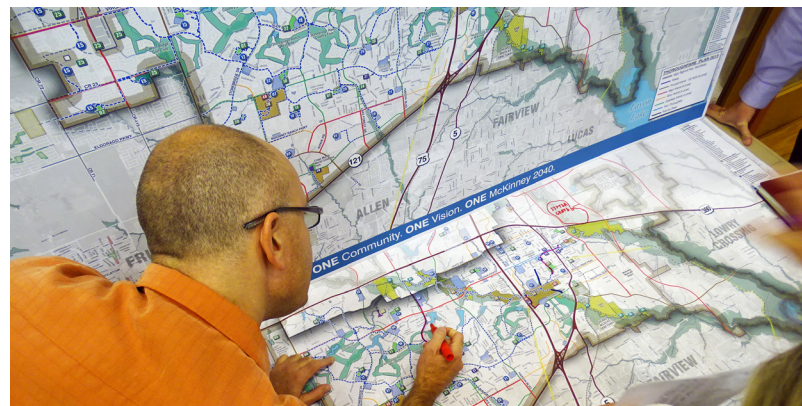
### DIGITAL ENGAGEMENT

- The comprehensive plan can be assigned its own **PROJECT WEBPAGE** on the City's website to serve as a digital project "hub." Content can include: a project overview, maps, project schedule, contact information, calendar, materials from past meetings, online input tools and any interim deliverables ready for public comment.
- Our team values **COMMUNICATION**. It is critical that our team works in coordination with staff to prepare and distribute social media and e-mail blasts throughout the project duration. These digital materials can be tailored to printable graphics to generate direct mailings through postcards or utility bill inserts.
- **ONLINE SURVEYS** can be distributed to gauge the public's attitude on vision and plan recommendations. A series of short surveys throughout the process keeps the public engaged and keeps the consultant team in check with reality. Survey initiatives may include **ONLINE MAPPING TOOLS** that allow individuals to pinpoint areas and describe growth, land use and development, or transportation issues/preferences.



### HALFF'S UNIQUE ADVANTAGE PUBLIC INVOLVEMENT

We are prepared to develop a robust public participation for Lago Vista that incorporates in-person and digital engagement techniques, so that all members of the community can have the same opportunities to participate in the process. Public involvement is very important to the development of the comprehensive plan but can also be maximized by city staff to gain public input for other city initiatives or projects. In the past, Halff has worked with city staff members to combine on-going efforts into the comprehensive plan public involvement process to minimize the amount of times the public is solicited for input. **All public input is captured and summarized so that it can be used by city staff as a basis for future initiatives.**





### 3. | STATEMENT OF QUALIFICATIONS

#### PERSONAL ENGAGEMENT

- A group made up of members of the public, known as a **STEERING COMMITTEE**, can guide the development of the Comprehensive Plan process. This committee would serve as a sounding board for the consultant team and will help recommendations be grounded.
- **STAKEHOLDER INTERVIEWS** can be used to gather groups of key stakeholders in the community. These are people who contribute significant energy, time and investment – professionally or personally – into Lago Vista. These interviews can provide the project team with valuable insight into the community for existing conditions and vision.
- The residents can come together in series of **COMMUNITY EVENTS** to give input at various points in the process. These events can take place in the community – a neighborhood center or school – and allow residents to have face-to-face time with the consultant team to share their vision for Lago Vista. These events can also be integrated with any existing community events.

**A public participation program is not successful if the information is not used effectively in the creation of the plan recommendations and final deliverables.**

Our team will utilize the input from the public in the following ways:

- To inform elected officials and staff of the public's desires for the community.
- As a basis for the development of recommendations. Grouping the public's input into themes and carrying those themes into all recommendations which helps to verify that the public's vision is being incorporated into the plan.
- To guide the direction of the steering committee.
- As a sounding board for recommendations created out of technical analysis.





# HALFF'S LATEST INNOVATIONS IN PUBLIC INVOLVEMENT

## INCREASING LEVELS OF PARTICIPATION DURING CHANGING TIMES

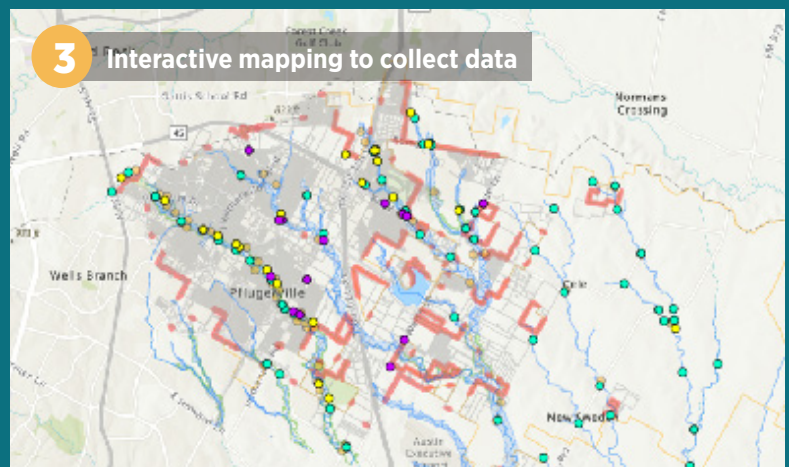
Halff has been able to increase the level of public involvement in communities while utilizing staff and consultant resources efficiently through the use of the following:



1 Design charrettes live feed



2 Survey QR code in high traffic areas



3 Interactive mapping to collect data



4 Virtual open houses in lieu of or in conjunction with in-person meetings

Virtual public engagement rooms allow for more people to learn about the planning process and provide input than traditional public meetings. They require less of a time commitment for residents and can be viewed from the comfort of their home. Options for recorded videos and live meeting links allow residents to connect with real people.



## 1. INFRASTRUCTURE

Infrastructure is important for the future of Lago Vista because it can facilitate development in strategic areas but also serves the needs of existing residents. Analyzing infrastructure considerations during the comprehensive planning process will help to make the updated Future Land Use map more realistic by aligning the assumptions for land use and population projections. This combination will lead to more robust recommendations with realistic actions. Our team can analyze the capacities of potable water, wastewater treatment, and storm drainage infrastructure to support the current population, and any future population, from redevelopment or infill.

## 2. FUTURE LAND USE

All development decisions in Lago Vista should be centered around future land use. In order for future development to match the vision for Lago Vista, a Future Development Map will be updated to reflect new development trends and community vision. The Future Development Map and associated plan is the community's long-term vision for how tracts of land should develop and redevelop. In addition, it should support the land use character that the Lago Vista community desires. It is developed based off a mix of public input, projected infrastructure and technical analysis. The Future Development Plan should consider input from residents, the development community, elected and appointed officials and City staff. Our team will start the update to the plan by seeking to understand how the current plan has worked and where it needs to be improved.



### HALFF'S UNIQUE ADVANTAGE

Halff has many engineers who are former city engineers for various communities in the Central Texas region. **Our engineers are available to assist the comprehensive plan team on a wide variety of technical matters.** Our team has experience working on infrastructure projects and communities with similar characteristics of Lago Vista including Marble Falls, Llano, Kerrville, Boerne, Bulverde, West Travis County PUA, and Canyon Lake WSC.



### HALFF'S UNIQUE ADVANTAGE

The Halff team, including the proposed Project Manager, have been on all sides of the development table. Our team members have been city planners for Central Texas communities and have worked with developers to implement the community's preferred land use pattern. **Our team understands the importance of long-range, forward-thinking planning that is mixed with the realities of the public and the development community.** When carefully coordinated, all of these realities can work together for the good of the community.







### 3. FACILITIES

Community facilities are important for the future of Lago Vista because they are critical to serve the needs of existing and future residents. Community facilities include library, community center, pools, golf course, airport, athletic fields and courts, and other City facilities based on population projections. As the City continues to grow, City facilities (and services) also grow. What does the community of Lago Vista want and what should be prioritized? After our team reviews and analyzes the needs for community facilities, we will create recommendations and strategies to help City leaders to plan for community facilities before they are needed, so as the population grows, the City is well-positioned to act on constructing or repurposing facilities.



#### HALFF'S UNIQUE ADVANTAGE

Our proposed Project Manager and Planning Team have experience working with small communities to analyze existing facilities, project future growth and needs and develop practical recommendations to guide decision-making as future facilities are needed.

### 4. ECONOMIC DEVELOPMENT

Economic development is the core of a prosperous community. It is not only about attracting businesses, but creating a place for them to flourish. Our land use recommendations and strategies will tie directly to the type of non-residential uses that Lago Vista wants and needs. Lago Vista's regional context, room to grow, and small town charm makes it a prime location for growth as more people are seeking to live outside of Austin's metro areas. Additionally, Halff has relationships with many specialty discipline firms, such as alternative fiscal analysis, we could include if needed.



#### HALFF'S UNIQUE ADVANTAGE

Halff works in both the public and private sectors. Both are equally important in creating great communities. **Our team understands regional development trends and factors** and can assist Lago Vista in utilizing a new comprehensive plan to attract a variety of residential and non-residential development types.



## 5. CONSERVATION

Conservation must be integrated into every plan element. Future infrastructure recommendations for Lago Vista should incorporate elements of green infrastructure and low impact design for stormwater management in order to accommodate future growth and make Lago Vista ecologically resilient. Sustainable land use planning promotes walkable, equitable neighborhoods which reduce greenhouse gas emissions, protect the natural environment, balance the job/housing ratio, and support cleaner mobility choices for local residents and businesses. Creating build-out scenarios based on sustainable land patterns and future population projections can help Lago Vista to plan for more economically and environmentally sustainable future.

## 6. PLAN IMPLEMENTATION

The plan must be simple to use and understand. We will structure the plan document in a manner that is best suited for Lago Vista. It is important that plan is able to be understood and used by everyone - elected officials, staff, developers, builders, and residents. Additionally, the plan will include robust graphics to translate complex planning issues and concepts into an easily understandable, graphic language. This will include maps, illustrations, concept diagrams and infographics to illustrate the plan's sustainable growth vision and strategies.

One suggested structure for the plan document is a summary plan with technical appendices. This format enables the development of an intentionally slimmer document, designed to provide immediate focus on the future and quick access to recommendations and implementation strategies. The technical appendices are detailed memorandums that can be utilized as a "playbook" by staff and elected officials, while the summary plan is a highly-graphic document intended to be public facing. It can also be used as a marketing piece to attract development.

Implementation is much more than a pretty and easy-to-use document. The plan will include a solid implementation strategy that focuses on realistic actions for Lago Vista. The implementation strategy will have multiple categories, such as actions items, policies and regulations, warrant for additional planning, operational changes, partnerships, and capital-projects.

### HALFF'S UNIQUE ADVANTAGE

Our Placemaking Project Specialist, Matt Bucchin, has taken leadership roles for several American Planning Association (APA) sustainability initiatives including being the current Division Chair for the APA's Sustainable Communities Division, APA's Smart Cities and Sustainability Initiative (2014 and on-going), and Rebuilding America Green Infrastructure Sub-Task Force (2011). Our Conservation Task Leader, Troy Dorman, specializes in developing green infrastructure, an increasingly important area in the region today, including the adoption of infrastructure codes and guidelines.

This is definitely not a 'cookie cutter' plan. It is written in a straightforward way and covers all of our key community qualities, including our downtown area. **I feel that our current plan would be an especially good prototype for any smaller community that might not have the resources of a larger community, but that nonetheless aspires to have a very high level of planning expertise.** Our plan certainly delivers that.

**Ron Fletcher**, former City Council Member, referencing the Buda Comprehensive Plan



## PROJECT MANAGEMENT

This planning effort will be a product of collaboration. Nobody knows Lago Vista better than the residents and those who serve the City daily. We recognize that our role in the Lago Vista Comprehensive Plan is to serve the City as trusted advisors throughout a process led by City staff; however, a successful comprehensive planning process requires that Halff, City team members and the public conduct themselves as equal partners in plan development.

Getting a plan completed within budget and on time requires a combination of strong leadership, open communication and partnership between the client and consultant. Accordingly, Halff's project management encompasses three critical steps which are combined to lead to successful client outcomes.

- Working with you to develop a clear scope of work and schedule that meets your needs.
- A real partnership and daily communication throughout the process.
- Detailed monthly progress reports that can be shared with council members, staff, and the community.

## BUDGET AND COST CONTROL

The ability to provide services to our clients within established budgets has been a trademark of Halff throughout our history. Our success in maintaining budgets is evidenced most readily by our ability to deliver projects within their budgets, and if necessary, to recommend solutions which will reduce the cost while still providing a highly functional project.

One way cost effectiveness is achieved is maximizing our time when we visit Lago Vista. We strive to coordinate staff meeting, public engagement events, and project meetings on the same day to minimize

travel costs. Additionally, regular staff meetings and stakeholder interviews can be conducted virtually.

We will stay in close contact with City staff to confirm that the project is proceeding toward the intended goals and that the team's directives are clear, focused and within budget.

## SCHEDULE CONTROL

Halff has a history of successfully delivering projects and understands numerous factors can affect a planning process. We also know the significance of a game plan that is developed early in the project schedule. Chelsea will work with the City's PM to develop a project schedule identifying critical path task items and milestones. That schedule will be maintained and updated throughout the planning process to track forecasted versus actual progress. **Chelsea Irby** will provide monthly progress reports outlining previous and upcoming tasks. These reports can be easily shared with city staff and officials for regular updates on the planning process.

## CONTRACT DELIVERABLES

Our final deliverables are created to reflect the unique communities we work in. They are graphic, easy to understand and easy to view and share online. We create highly graphic plan summaries to provide citizens and decision makers with instant access to key recommendations. Our team also uses mapping to communicate many elements of the plan.

## INTERNAL/EXTERNAL COORDINATION

Chelsea will serve as Project Manager and be responsible for the day-to-day project coordination with the City's PM. She will be available for communication and meetings with the City. The Halff Team will report to Chelsea, as she will verify their quality of work and oversee project deliverables.





## KEY STAFF QUALIFICATIONS

**ROLE**

Project Manager

**EXPERIENCE**

11 years

**EDUCATION**

Master of City and Regional  
Planning, University of Texas at  
Arlington

Bachelor of International Studies,  
University of North Texas

**REGISTRATION**

Certified Planner,  
AICP No. 33183

Chelsea is one of the best planners I have had the chance to work with and know. **She understands and is able to balance different realities while striving to reach common goals.** Her ability to break down planning terms and concepts so they are easily understood by all, and ease to connect with people, bring consensus and build relationships has always made her one of the most valuable members of a team.

**Andreina Davila-Quintero, AICP**  
City of Cedar Park

## Chelsea Irby, AICP

Chelsea is a Project Manager and the Austin office Planning Team Leader with 11 years of experience. Prior to Halff, she served as the Senior Planner for the City of Georgetown managing development cases, leading code amendments and facilitating development meetings. With her experience on the client side, she understands your needs and has your best interest in mind. She has both public and private experience managing long-range planning projects across Texas. Her strengths are comprehensive planning, visioning, public involvement, and code revisions. Chelsea's public and private sector experience has given her the ability to balance long-range planning considerations with the development and political reality, which uniquely positions her to seek pragmatic solutions to complex challenges.

**REPRESENTATIVE PROJECT EXPERIENCE**

**Jarrell Comprehensive Plan, Jarrell, TX.** Project Manager responsible for the first comprehensive plan for the City of Jarrell. Jarrell is experiencing significant growth pressures as the Austin metro market pushes north. The plan provides guidance for the physical development, redevelopment, and future direction of growth and governance within Jarrell's planning area. This planning process and the resulting policies are critical to the City's ability to promote and manage growth, protect and enhance key areas of importance while accommodating future trends. This includes identifying unique features, establishing the future vision of Jarrell, and determining how Jarrell achieves that vision through ongoing execution of the implementation action plan.

**Leander Comprehensive Plan, Leander, TX.** Senior Planner for the update to the Leander Comprehensive Plan. This involved working in a high-growth community to prepare a largely bedroom community for a new direction for community identity, employment and industry, quality of life elements, and destination activities. The new comprehensive plan will provide a community-based direction for diversified commercial growth, mix of housing, community character and fiscal health.

**Sherman Comprehensive Plan and Trails Master Plan, Sherman, TX.** Project Manager responsible for leading the comprehensive plan and trails master plan for the City of Sherman. Sherman is experiencing significant growth pressures from the Dallas-Fort Worth Metroplex as well as incoming manufacturing developments. The Comprehensive Plan and Trails Master Plan were developed simultaneously to utilize a combined community engagement effort and coordinate trail planning with overall comprehensive planning.

**OTHER REPRESENTATIVE EXPERIENCE**

- Fredericksburg Comprehensive & Park Plan, Fredericksburg, TX
- Buda Comprehensive Plan, Downtown Plan, and Corridor Study, Buda, TX
- Bastrop On-Call Planning Services, Bastrop, TX
- Killeen Parks Master Plan, Killeen, TX
- Salado Creek Vision Plan, San Antonio River Authority, San Antonio, TX





## Nathalie Booth, AICP

Nathalie is a Senior Planner/Project Manager with Halff, located in the Austin office. Her experience includes comprehensive planning, trail planning and design, park master planning, economic development and analysis, community engagement, and visioning. Nathalie has a keen understanding of the intricacies and nuances of planning in small, rural towns. Nathalie's background in Environmental Sciences gives her a unique perspective on planning and design concepts. She is passionate about creating sustainable environments which promote health and interaction between humans and urban ecosystems.

### ROLE

Deputy Project Manager

### EXPERIENCE

5 years

### EDUCATION

Master of Science, Community and  
Regional Planning,  
University of Texas at Austin

Master of Science,  
Sustainable Design,  
University of Texas at Austin

Bachelor of Science,  
Environmental Science,  
University of Texas at San Antonio

### REGISTRATION

Certified Planner,  
AICP No. 333221

### REPRESENTATIVE PROJECT EXPERIENCE

**Texas Trail Study, Texas Parks and Wildlife, TX.** Project Manager responsible for coordinating and creating the Texas Trail Study, a document which fulfills the requirements of a legislative mandate of Rider 40. The document studies the potential for historic, scenic, and/or recreational trails to be created in Texas and to identify potential partners to promote local and regional preservation efforts related to the trails studied. This study will provide support for coordinated efforts from various state agencies, local municipalities and trail development organizations to coordinate efforts on regional or statewide trail connectivity.

**Jarrell Comprehensive Plan, Jarrell, TX.** QA/QC Manager responsible for the first comprehensive plan for the City of Jarrell. Currently a small community, Jarrell is experiencing significant growth pressures as the Austin metro market pushes north. The plan provides guidance for the physical development, redevelopment, and future direction of growth and governance within Jarrell's planning area. Plan elements include identifying unique features, establishing the future vision of Jarrell, and determining how Jarrell achieves that vision through ongoing execution of the implementation action plan.

**Sherman Comprehensive Plan and Trails Master Plan, Sherman, TX.** Deputy Project Manager responsible for coordinating and creating the comprehensive plan and trails master plan for the City of Sherman. Sherman is experiencing significant growth pressures from the Dallas-Fort Worth Metroplex as well as incoming manufacturing developments. This planning process and the resulting policies are critical to the City's ability to promote and manage growth, protect and enhance key areas of importance while accommodating future trends. The Comprehensive Plan and Trails Master Plan were developed simultaneously to utilize a combined community engagement effort and coordinate trail planning with overall comprehensive planning.

### OTHER REPRESENTATIVE EXPERIENCE

- Lancaster Development Standards, Lancaster, TX
- Bastrop On-Call Planning Services, Bastrop, TX
- San Marcos Platinum Planning Study, CAMPO, San Marcos, TX
- Del City Comprehensive Plan, Del City, OK
- Fredericksburg Comprehensive & Park Plan, Fredericksburg, TX
- Marble Falls Comprehensive Plan Update, Marble Falls, TX





## Jordan Maddox, AICP

Jordan brings 17 years of experience in municipal planning, much of which has been focused on community and development planning, citizen participation, long-range planning and project management. Jordan has gained a keen understanding and sensitivity to the culture and uniqueness of local communities. He has practiced advanced planning for private sector clients creating quality, sustainable planned developments in various communities. He has been integral in the crafting of strategic plans and development regulations for client communities, bringing valuable plan formulation perspective from his experience on the implementation side of those directives.

### ROLE

Principal-in-Charge

### EXPERIENCE

17 years

### EDUCATION

Master of Urban Planning, Texas  
A&M University

Bachelor of Arts, Political  
Science, Baylor University

### REGISTRATION

Certified Planner,  
AICP No. 023119

Jordan is an excellent planner with a great understanding of how individual present day actions can have implications in the future. He is excellent at balancing **good planning practice with political and economic realities and comes up with creative solutions.** He is a real asset.

**Andrew Spurgin, AICP**  
City of Westminster, CO

### REPRESENTATIVE PROJECT EXPERIENCE

**Leander Comprehensive Plan, Leander, TX.** Project Manager for the update to the Leander Comprehensive Plan. This involved working in a high-growth community to prepare a largely bedroom community for a new direction for community identity, employment and industry, quality of life elements, and destination activities. The new comprehensive plan will provide a community-based direction for diversified commercial growth, mix of housing, community character and fiscal health.

**Marble Falls Comprehensive Plan & Zoning Code Update, Marble Falls, TX.** Planner responsible for drafting new land development regulations to implement the City's newly adopted comprehensive plan. As part of the process, a Comprehensive Evaluation and Proposed Approach (CEPA) Memorandum was drafted to examine the relationship of the existing regulations to the policy directions of the comprehensive plan, as well as the practices and preferences of the community and its leadership.

**Temple Comprehensive Plan, Temple, TX.** Deputy Project Manager responsible for developing an updated future land use and transportation plan with a parks and trails plan that focused on community assets and desired growth areas. Integrated prior City initiatives such as downtown plans, utility master plans, and TIRZ-financed improvements projects that point toward a bright future for Temple.

### OTHER REPRESENTATIVE EXPERIENCE

- Jarrell Comprehensive Plan, Jarrell, TX
- Sherman Comprehensive Plan and Trails Master Plan, Sherman, TX
- Fredericksburg Comprehensive & Park Plan, Fredericksburg, TX
- Uniquely Boerne: The Boerne Comprehensive Plan, Boerne, TX
- Buda Parks Master Plan, Buda TX
- Leander Comprehensive Plan, Leander, TX
- Williamson County Parks Master Plan, Williamson County, TX





**Matt Bucchin,  
AICP, LEED GA**

**ROLE:** Placemaking

**EDUCATION:** M. Environmental Planning, Arizona State University; BS, Pennsylvania State University

**REGISTRATION:** Certified Planner, AICP No. 022097; LEED Green Associate No. 10572028

Matt is the Director of Planning at Halff with 27 years of public and private sector experience at the city, state, and special district levels of government. **Matt has served many Texas communities on comprehensive, solution-oriented plans that are tailored to each city's unique characteristics.** The combination of these past experiences has provided him with extensive expertise in drafting plans and code that reflect good planning principles, while at the same time being sensitive to local political culture and imperatives.

- Marble Falls Comprehensive Plan Update, Marble Falls, TX
- Uniquely Boerne: The Boerne Comprehensive Plan, Boerne, TX
- Vision 2030 Lake Dallas Comprehensive Plan, Lake Dallas, TX
- Lampasas Comprehensive Plan, Lampasas, TX
- Tomball Comprehensive Plan, Tomball, TX
- NEXT Broken Arrow Comprehensive Plan, Broken Arrow, OK
- RENEW Texarkana Comprehensive Plan, Texarkana, TX
- Cibolo Comprehensive Master Plan, Cibolo, TX



**Julian  
Salas-Porras**

**ROLE:** Planning/GIS

**EDUCATION:** BS, Community and Regional Planning Texas State University

Julian has worked on multiple types of projects in and around Central Texas and is highly proficient at developing mapping, infographics and other plan components that help communicate the intent of the planning effort. His projects have included municipal comprehensive plans and private master plan updates. Julian's understanding of the importance of public engagement, long-range planning and land use has helped him develop a great understanding of the built and natural environment.

- Fredericksburg Comprehensive & Park Plan, Fredericksburg, TX
- Lampasas Comprehensive Plan, Lampasas, TX
- Leander Comprehensive Plan, Leander, TX
- Temple Comprehensive Plan, Temple, TX
- Laredo Parks, Recreation, Open Space Master Plan, Laredo, TX
- Palm Valley Lutheran Church Master Plan, Round Rock, TX
- Temple Parks and Trails Plan, Temple, TX
- Llano Parks Master Plan, Llano, TX
- Buda Parks Master Plan, Buda, TX
- Bay City Parks Master Plan Update, Bay City, TX





**Troy Dorman,  
PhD, PE, CFM**

**ROLE:** Conservation

**EDUCATION:** PhD, Water Resources & Environmental Engineering, Texas Tech University, MS, Civil Engineering, Texas Tech University, BS, Hydrology, Tarleton State University

**REGISTRATION:** Professional Engineer, Texas – No. 92722, CFM No. 1915-10N

Dr. Dorman has 24 years of civil/environmental engineering experience in water resources engineering, stormwater management, low impact development (LID) techniques, water quality BMPs, watershed master planning, land use planning, utility coordination, surface and groundwater hydrologic modeling, hydraulic design, and erosion control. Dr. Dorman's roles have included client development, project management, engineering design/review, and team leadership for clients ranging from the U.S. Army Corps of Engineers (USACE) to state, county, and local agencies.

- San Antonio Regional Storm Water Program Update, San Antonio, TX
- Shared Parking LID Conceptual Design, San Antonio, TX
- SARA, San Antonio River Watershed Master Plan, San Antonio, TX
- Integrated Stormwater Management Development Code Update, Boerne, TX
- Santa Fe Stormwater Master Planning, Santa Fe, NM
- Infrastructure and Economic Development Action Plan, Houston, TX
- Public Works Maintenance Facility FEMA Flood Mitigation Analysis, Bellaire, TX
- Storm Water Improvement Plan, Weslaco, TX
- Bulverde Engineering Services, Bulverde, TX



**Randal 'RJ'  
Endsley, PE,  
CNU-A, LGPP**

**ROLE:** Infrastructure

**EDUCATION:** BS, Civil Engineering, University of Texas at San Antonio

**REGISTRATION:** Professional Engineer, Texas – No. 127573; CNU-A; Local Government Project Procedures

RJ specializes in providing holistic solutions in the built environment. Through the development of various projects, from complete street roadway designs and pedestrian and cycling infrastructure, he has continued to build an understanding of the way people move and interact. During his time at Halff, RJ has also designed water, wastewater, and stormwater infrastructure, as well as understood the land development side of the industry, aiding in the overall development process.

- Metro Drive Extension, Leander, TX
- Brushy Street Streetscape Improvements, Leander, TX
- Austin Airport Boulevard Schematic, Austin, TX
- Urban Trails at N. Walnut Creek, Austin, TX
- Gills Branch Flood Mitigation, Bastrop, TX
- YBC Urban Trail, Austin, TX
- Cesar Chavez Promenade, Austin, TX
- Brazos Park East Riverwalk Extension, Waco, TX
- Garey Park, Georgetown, TX
- Waco Riverwalk Extension, Waco, TX
- Fort Hood Regional Trail, Segment 3, Killeen, TX
- Adult Sports Complex, Round Rock, TX
- Heritage Trail West, Round Rock, TX
- Old RR 12, Bike-Pedestrian Widening, San Marcos, TX



# 4. CAPACITY OF THE FIRM & AVAILABILITY

## CURRENT WORKLOAD

Based on anticipated workloads, Project Manager, Chelsea Irby, will commit 50% of her weekly schedule to this effort. We do not foresee any concurrent projects that may interfere with our proposed timeline for Lago Vista.

The chart below illustrates that our key staff are nearing completion on other projects and are free to designate significant attention to your comprehensive planning effort. Our staff are available and committed to Lago Vista.

## STAFF WORKLOAD & ABILITY TO PERFORM SERVICES

The Halff Team has an established reputation for delivering our projects within budget and on schedule, and we are timely in our work and responses to our clients and the public. We have designated a core team

for the Lago Vista Comprehensive Plan, as indicated in our organizational chart. Current staff workloads allow ample time for the identified project personnel to execute task orders for each category of service listed.

**Our design team availability at the time of any contract award will range from 20% to 50%.** Projected workload for the next year will not change the availability of our design teams. This core team stands ready to serve the City of Lago Vista by providing consistent project leadership, a key element to project success.

**Additional team members will be incorporated as necessary to meet your expectations.** With more than sufficient project management and support staff availability and an Austin base of operations, we are able to place your comprehensive plan as one of our highest priorities. Our team is prepared to dedicate our time and efforts to deliver an exceptional product.

### Key Personnel Availability & Current Projects

Personnel	Current Projects	Percent Complete	Availability
Chelsea Irby, AICP	Buda Comprehensive Plan; Fredericksburg Comprehensive & Park Plan	30%; 50%	50%
Nathlie Booth, AICP	Fredericksburg Comprehensive & Park Plan; San Marcos Land Management Plan;	50%; 80%	50%
Jordan Maddox, AICP	Buda Comprehensive Plan; Fredericksburg Comprehensive & Park Plan	30%; 50%	20%
Matt Bucchin, AICP, LEED GA	San Marcos Land Management Plan; Marble Falls Comprehensive Plan Update	80%; 10%	20%
Julian Salas-Porras	Buda Comprehensive Plan; Fredericksburg Comprehensive & Park Plan	30%; 50%	50%
Troy Dorman, PhD, PE, CFM	City of San Antonio UDC Amendments; San Antonio River Basin Regional Flood Plan	99%; 70%	30%
RJ Endsley, PE, CNU-A, LGPP	Austin Airport Boulevard Schematic Urban Trails at N. Walnut Creek	65%; 35%	30%



# 5. PROJECT EXPERIENCE

## RECENT COMPREHENSIVE PLANNING EXPERIENCE

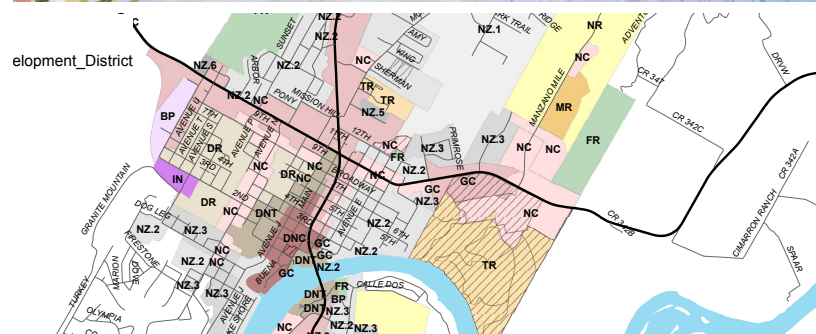
Our approach to comprehensive planning combines our team members' cumulative experience developing high quality comprehensive plans with our additional broad experience in developing more than 150 special area plans and revitalization programs. Beyond planning and design, we assist our clients with focusing on implementation, through drafting land development incentives and regulations, design guidelines and covenants, capital improvement programs and funding applications. From project initiation and scoping through planning and implementation, Halff provides a full range of services geared to addressing the challenges and opportunities facing your community.

Relevant Planning Experience	Population Size	Visioning Exercises	Online & Social Media	Citywide Opinion Surveys	Open Houses/Design Charrettes	Future Land Use & Character	Growth Capacity & Infrastructure	Mobility & Thoroughfares	Parks & Trails	Economic, Mktg, or Fiscal Analysis	Integrated Special District/Catalyst Area Planning	Integrated Sub-Plans	Urban Design, Placemaking & Branding	Implementation Action Plan	Regulations and Ordinances	CIP and Cost Projections	Retained for Follow-Up Services
Marble Falls Comprehensive Plan, Marble Falls, TX	10k	●	●	●	●	●	●	●	●		●	●	●	●	●		●
Uniquely Boerne! Comprehensive Plan, Boerne, TX	17k	●		●	●	●	●	●	●				●	●			●
Jarrell Comprehensive Plan, Jarrell, TX	2k	●	●	●	●	●	●	●		●		●	●	●	●		●
Leander Comprehensive Plan, Leander, TX	53k	●	●	●	●	●	●	●			●			●			
Lake Dallas Comprehensive Plan, Lake Dallas, TX	8k	●		●	●	●		●	●		●	●	●	●			●
Bastrop Comprehensive Plan, Bastrop, TX	9k	●	●	●	●	●	●	●	●	●	●			●	●	●	●
Lampasas Comprehensive Plan, Lampasas, TX	7k	●		●	●	●	●	●						●			
Temple Comprehensive Plan, Temple, TX	76k	●	●	●	●	●	●	●	●	●			●	●			●
Tomball Comprehensive Plan, Tomball, TX	12k	●	●	●		●	●	●	●					●			
Texarkana Visioning Plan, Texarkana, TX	38k	●	●	●	●	●	●	●	●				●	●			
Cibolo Comprehensive Master Plan, Cibolo, TX	28k	●		●	●	●	●	●	●	●	●	●		●		●	●
Mustang Comprehensive Plan, Mustang, OK	21k	●	●	●	●	●	●	●	●		●		●	●			
Ennis Comprehensive Plan, Ennis, TX	20k	●	●	●	●	●	●	●	●	●	●		●	●			
Snyder Comprehensive Plan, Snyder, TX	12k	●		●	●	●	●	●	●	●	●			●			
Forward Fate Comprehensive Plan, Fate, TX	12k	●	●	●	●	●	●	●	●	●	●	●	●	●	●		●
Abilene Comprehensive Plan 2040, Abilene, TX	124k	●	●	●	●	●	●	●	●	●	●	●					



# Marble Falls Comprehensive Plan & Zoning Code Update

Marble Falls, Texas



## ✓ COMPLETED

Comprehensive Plan Adopted 2016  
Zoning Code Update 2018

## ✂ SERVICES PROVIDED

Planning, Landscape Architecture,  
Code Writing

## ☎ REFERENCE

Caleb Kraenzel, Assistant City Manager  
City of Marble Falls  
(830) 639-3615  
ckraenzel@ci.marble-falls.tx.us

## 👥 STAFF

**Project Manager:** Matt Bucchin  
**Code Writing:** Jordan Maddox

The Marble Falls 2016 Comprehensive Plan update produced by City staff and Halff Associates is a masterful example of **capturing the community's vision for the future** and providing steps to accomplish that vision.

*Brian Shirley, Chairman, Marble Falls  
Comprehensive Plan Advisory Committee*

With significant new growth resulting from the opening of a new regional hospital and major area roadway improvements, the City looked to update its 2009 Comprehensive Plan and other long-range guiding documents. Halff worked with a strong core committee of community leaders and citizens to develop a vision balancing areas of new growth, while enhancing the City's downtown central core area. As part of the planning process, a future thoroughfare plan identified a realistic citywide and regionally connected thoroughfare network, but also introduced new concepts for traffic calming and bicycle and pedestrian movement in the City's core area.

A revised future land use plan provided guidance on differing areas of character within the City. These tied in with the new Parks Master Plan developed by Halff, which developed improved concepts for a downtown lakeside park. The new plan is direct and easily understood yet provides extensive day-to-day guidance for City staff. Additionally, Halff drafted new zoning and land development codes and ordinances. A Comprehensive Evaluation and Proposed Approach (CEPA) memorandum was drafted to examine the relationship of the existing regulations to the policy directions of the comprehensive plan, and the preferences of the community and its leadership. Drafting of the regulations included a comprehensive update to the City's zoning regulations, establishment authority and procedural responsibilities for a newly constituted board of zoning adjustment, and a non-substantive integration of the City's land use regulations into a new unified development code.

**Comprehensive Plan:** <https://bit.ly/3dCj4yb>

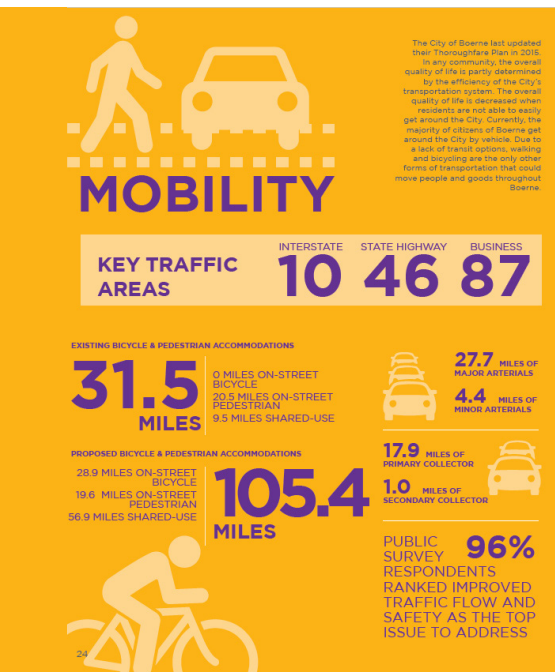
**Transportation Plan:** <https://bit.ly/2Vm77GE>

**Zoning Code:** <https://bit.ly/3rTajZN>



# Uniquely Boerne! Comprehensive Plan

Boerne, Texas



Boerne is a community nestled in the heart of the Texas Hill Country surrounded by scenic natural areas. It is located just fifteen miles northwest of San Antonio. Boerne has a charming and historic Main Street that serves as the heart of the community. Due to its proximity to San Antonio and location along I-35, Boerne has been undergoing a series of growth pressures.

Halff was asked to update their existing 2006 Boerne Comprehensive Plan to help provide a new vision and action strategy for moving forward. As part of the assessment process, Halff prepared a cost of services analysis and three alternative potential development scenarios.

A preferred scenario was chosen and Halff developed a new future land use plan based on differing areas of character. The framework created a predictable and more flexible connection to the City's future development outcomes. The plan was prepared in two volumes: one highly technical, containing all background and in-depth information and the other was a highly graphic summary plan that allows community leaders and residents to more closely focus on implementation and market the community as a destination.

**Summary Graphic Plan:** <https://bit.ly/39G1drl>

**Technical Plan:** <https://bit.ly/3pJah4e>

## ✓ COMPLETED

Adopted 2018

## ✂ SCOPE

Existing conditions assessment, needs assessment, visioning, robust engagement process, goal setting, implementation strategy

## 📞 REFERENCE

Laura Talley, Planning and Community Development Director  
City of Boerne  
(803) 248-1528  
[ltalley@ci.boerne.tx.us](mailto:ltalley@ci.boerne.tx.us)

## 👥 STAFF

**Project Manager:** Matt Bucchin  
**Senior Planner:** Jordan Maddox



# Jarrell Comprehensive Plan

Jarrell, Texas



**✓ COMPLETED**  
Adopted 2021

**✂ SERVICES PROVIDED**  
Planning, Landscape  
Architecture, Engineering

**☎ REFERENCE**  
Vanessa Shrauner, City Manager  
City of Jarrell  
(512) 746-4593, ext. 121  
v.shrauner@cityofjarrell.com

**👥 STAFF**  
**Project Manager:** Chelsea Irby  
**Principal-in-Charge:**  
Jordan Maddox  
**QA/QC:** Matt Bucchin

Led by our proposed Project Manager, Chelsea Irby, Halff prepared the first comprehensive plan, including branding and engineering services, for the City of Jarrell. Currently a small community of around 2,000 residents, Jarrell is experiencing significant growth pressures as the Austin metro market pushes north. Municipal Utility Districts are growing in the ETJ and creating a demand for services, while the City has little control over their development. The plan provides guidance for the physical development, redevelopment, and future direction of growth and governance within Jarrell's planning area.

This planning process and the resulting policies will be critical to the City's ability to promote and manage growth and protect and enhance key areas of importance while accommodating future trends. This includes identifying what makes the City of Jarrell unique, establishing the vision of what Jarrell wants to become in the future, and determining how Jarrell achieves that vision through ongoing execution of the implementation action plan. In addition to the comprehensive plan, the Halff team are performing other services in conjunction with the planning process to help facilitate faster implementation of the plan. Services include: development code assessment, city-wide branding plan, IH 35 gateway sign design and construction documents, water master plan, water and wastewater impact fee study, and MS4 permitting.

**Link:** <https://www.cityofjarrell.com/city-of-jarrell-comprehensive-plan/>



## Leander Comprehensive Plan

Leander, Texas



Halff prepared the Comprehensive Plan for the City of Leander. The City is in the Austin area and is 25 miles northwest of the capital of Texas. Leander is a burgeoning suburb boasting a rapidly increasing residential population and expanding economic base. An analysis of the current conditions in Leander was conducted to better understand the existing conditions of the community. The Plan also contains data collection and analysis, mapping, the creation of a community survey and open house materials, public interaction and presentations, plan development and writing. A key element of the plan was a complete update to the Future Land Use Map to address rapid residential growth.

The vision of the City was created from the extensive public engagement and analysis. The plan was shaped through the involvement of a highly engaged community including community leaders and city staff; community members, landowners, business owners; and, additional governmental and non-governmental partners. The collective community vision identified in the Leander Comprehensive Plan is supported by policies and actions that will be implemented in the future. The vision will be implemented through various actions that are specified in the plan and were tailored to Leander. The project concentrated on displaying these actions that will be implemented in the future to improve the City.

**Link:** <https://www.leandertx.gov/planning/page/2020-leander-comprehensive-plan>

### ✓ COMPLETION

Adopted 2021

### ✂ SERVICES PROVIDED

Existing conditions assessment, public engagement, visioning, goal setting, implementation strategy

### 📞 REFERENCE

Robin Griffin, AICP, Planning Director  
City of Leander  
(512)528-2763  
[rgriffin@leandertx.gov](mailto:rgriffin@leandertx.gov)

### 👥 STAFF

**Project Manager:** Jordan Maddox

**QA/QC:** Matt Bucchin

**Senior Planner:** Chelsea Irby



# Lake Dallas Vision 2030 Comprehensive Plan

Lake Dallas, Texas



## ✓ COMPLETED 2018

### ✂ SERVICES PROVIDED

Comprehensive plan, existing baseline, public engagement, quality of life recommendations, implementation strategies

### 📞 REFERENCE

Jeremy Tennant  
Former Director of  
Development Services  
City of Lake Dallas  
(214) 670-4193  
jeremy.tennant@dallascityhall.com

### 👥 STAFF

**Project Manager:** Matt Bucchin

Lake Dallas is a lakeside community in the Dallas/Fort Worth area that has tremendous opportunity to expand economic development and increase the city's sales tax base. Halff worked with the city to develop an update to their 2000 comprehensive plan called Vision 2030. Despite the community's small size, there are a variety of assets often found in larger cities such as a lake, marina, private airport, commuter rail line, and interstate highway. Lake Dallas doesn't have room to grow, but city leaders recognized the value of a visionary plan to capitalize on these assets and revitalize the community.

The overall vision for the plan is to "make Lake Dallas a unique destination city in the DFW Metroplex while focusing on creating a diverse, high quality community for residents and capitalizing on location and natural amenities."

Alternative development scenarios related to spurring economic development, creating neighborhood connections, and enhancing tourism/entertainment were created to give the community options for redevelopment in the primarily built-out community.

The resulting future land use plan added flexibility to encourage the continued redevelopment of downtown and the addition of higher quality commercial along the major corridors.

Citizens, stakeholders, staff, and community leaders were engaged throughout the plan development process. A total of three public workshops, stakeholder interviews, online community survey, and multiple presentations to the Planning & Zoning Commission and City Council were held to seek input and gather feedback on preliminary recommendations.

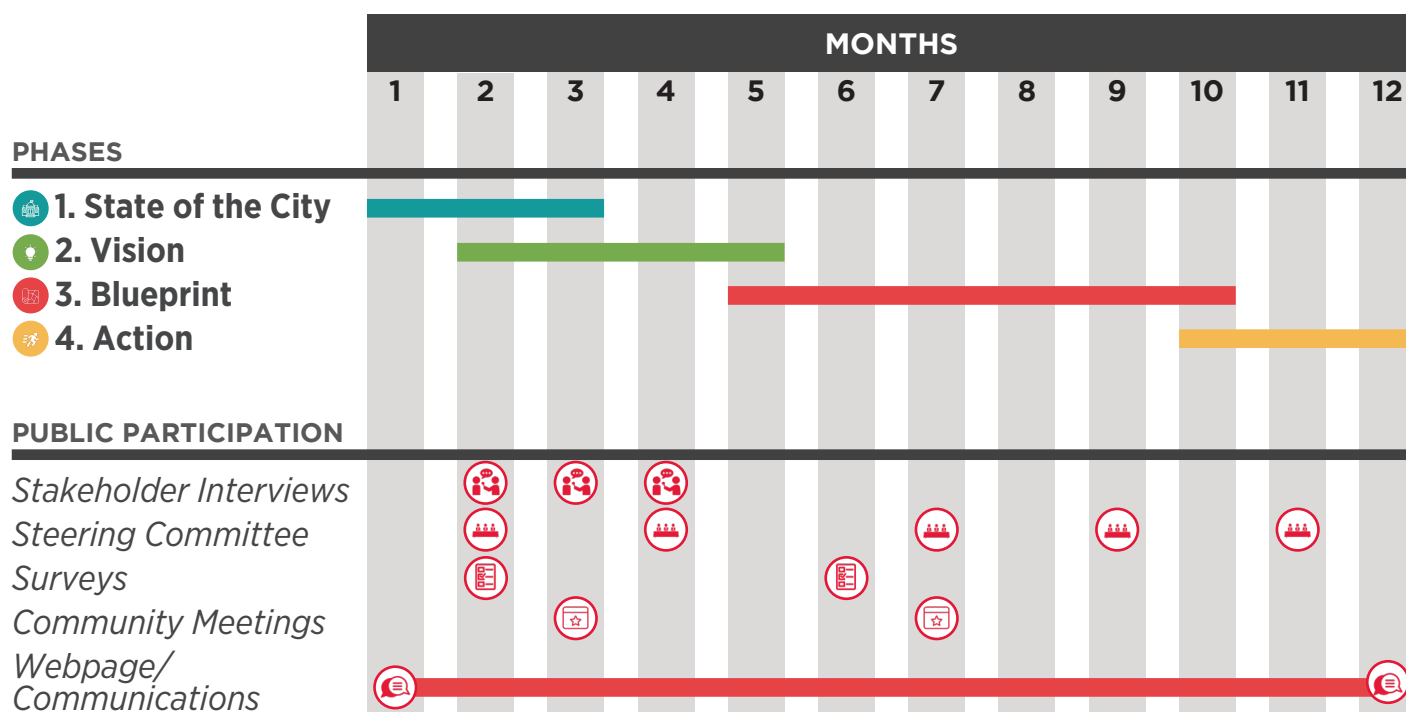


# 6. TIMELINE

## Estimated Completion Dates

The estimated completion dates below illustrate the anticipated flow of project tasks during the planning period and how they relate to the four main phases of our project planning phases outlined on page 6.

Major public engagement milestones, which will be further defined at the initiation of the projects, are also illustrated. The schedule assumes that many tasks and activities will occur concurrently and that work on the plan commences on the date of contract execution.



I know it has taken a lot of time and a lot of public meetings, a lot of input from residents, lots of charts, lots of graphic design that looks beautiful by the way. This report, **I'm so impressed with the quality of the work that Halff Associates and staff were able to produce** for this. Definitely makes me proud to have this product.

**Councilor Gabriel Vasquez**  
City of Las Cruces



## COMPREHENSIVE PLANNING PHASES IN LAGO VISTA

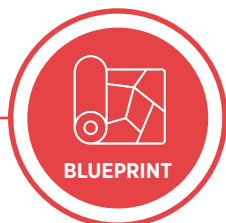
THE LAGO VISTA COMPREHENSIVE PLAN WILL BUILD ON PAST AND ONGOING EFFORTS. WE WILL WORK WITH YOU TO EVALUATE HOW CLOSELY RECENT PRIVATE INVESTMENTS AND PUBLIC INITIATIVES ALIGN WITH THE COMMUNITY'S ADOPTED PLANS.



WITH AN UNDERSTANDING OF RECENT ACCOMPLISHMENTS AND ONGOING CHALLENGES, WE WILL TEAM WITH YOUR RESIDENTS, PROPERTY OWNERS, BUSINESS OWNERS, CITY OFFICIALS AND KEY STAKEHOLDERS TO DEVELOP A VISION FOR COMMUNITY TRANSFORMATION.



UNDER YOUR OVERSIGHT, WE WILL UPDATE THE COMMUNITY'S PLAN FOR GROWTH AND DEVELOPMENT AND PREPARE A CORRESPONDING ACTION PLAN THAT IS FISCALLY SUSTAINABLE, PROMOTES ECONOMIC PROSPERITY AND PRESERVES LAGO VISTA'S COMMUNITY CHARACTER.



THE APPLICATION OF THE BLUEPRINT DEVELOPED THROUGH THE PLANNING PROCESS REQUIRES CLEAR INSTRUCTIONS TO CONFIRM THE CITY CAN MEET THE PLAN'S NEW COMMITMENTS TO THE COMMUNITY. WE PROVIDE THOROUGH STRATEGY TO TURN THE COMMUNITY'S VISION FOR THE COMMUNITY INTO A REALITY.





# 7. SUPPLEMENTAL SERVICES

## VALUE-ADDED ELEMENTS

In addition to the comprehensive plan elements outlined in the preceding pages, our team brings a broad skill set that we can include, enhancing the comprehensive planning process. In our team's opinion, this project can create maximum value by scoping a comprehensive plan with foundational elements and the potential for one or more of the following services.

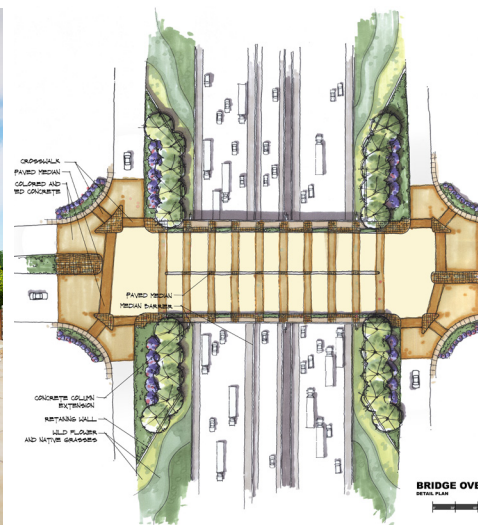
### CODE ASSESSMENT

Our team understands that staff desires to update the development codes, particularly the zoning ordinance, as subdivision adjustments may already be underway. Comprehensive planning efforts generally result in necessary code updates to align and implement the vision of the new plan. Since our core team has worked as public sector planners and code consultants as well,

we know how the plan informs the development code in its daily usage. We have the ability to perform an assessment of the current development code to identify deficiencies and necessary updates that will realize the comprehensive plan vision. This is a precursor to a larger future code amendment process, which we can also assist with.

### CONCEPTUAL PLANS

Our team is able to prepare conceptual plans to demonstrate how areas of the community could be developed. This can include parks, small areas, corridors, downtown, and/or catalytic sites. These conceptual plans can be used to generate excitement in the community and as a tool for encouraging private development. They can be illustrative in a way that shows intent without detail or regulatory impact.



*Concepts for strategic assets take advantage of the ongoing dialogue with your residents while serving to build excitement and support for funding strategies. From simple sketches to perspectives showing what the proposed design could look like, Halff can quickly prepare concepts for master plans of all types and sizes.*





### CAPITAL IMPROVEMENTS PROGRAM (CIP)

A report that documents the process used to generate the Five-year Capital Improvement Plan. The CIP serves as a procedural template for preparing Capital Improvement Plan updates in subsequent fiscal years. It will include program parameters, project categories, ranking criteria, project prioritization steps, annual CIP timeline, CIP oversight, project nomination, funding options, etc.

### SUB-AREA PLANNING

As a follow-up to the Comprehensive Plan, Halff could undertake the development of a sub-area planning framework to which the city begins to create area plans at the more localized level and begin to address issues, concerns, and challenges within neighborhoods, corridors, nodes, or places. Sub-area plans solidify the boundaries of a planning area (neighborhood, corridor, or other special places) and create specific implementation actions that align with the guiding principles and goals of the Comprehensive Plan.

### INFRASTRUCTURE

Infrastructure planning is critical for growing communities, and CIP alignment with the plan is vital. It is critical for cities to continuously plan for adequate raw water, long-range master planning, treatment and distribution, and development impact fees to recover costs. Halff can lead a utility master planning process subsequently or concurrently with the plan and aligns the CIP according to the long-range planning efforts.

### SPANISH TRANSLATION

Key online public outreach tools – including project websites, online surveys, and online mapping tools – will be provided in English and Spanish. In consultation with the City, public meetings and open houses staffed by members of our team will include at least one Spanish-speaking staff member. Spanish translation services at public meetings may alternatively be provided by the City or by a vendor.

### GRANT WRITING

As a follow-up to the comprehensive plan, Halff could offer a variety of services to support funding identification for prioritized projects. Once the plan is complete, Halff can help bring projects to life with an experienced team of funding resources specialists to identify funding for design and construction. Halff's funding resources team can identify the most relevant grant programs, provide information about funding cycles and requirements, and help the City plan and pre-position projects for grant funding. Halff's team has years of experience winning grants, from funding agencies at the local, state and federal levels, and can work with City staff to identify how to phase projects for funding according to competitive project elements, grant specifications and City funding constraints. Halff has the ability to develop grant applications turn-key, or provide guidance and support to City staff applying for funding in-house. Halff can also assist the City with post-award administration, including quarterly reporting and funding regulation compliance, taking the burden of managing grant dollars off of City staff.



**"WE IMPROVE LIVES AND  
COMMUNITIES BY TURNING  
IDEAS INTO REALITY"**

**HALFF ASSOCIATES, INC.  
13620 BRIARWICK DRIVE  
BUILDING C, STE 100  
AUSTIN, TEXAS 78729  
WWW.HALFF.COM**





# PRIMARY COMPREHENSIVE PLANNING CONSULTANT, CITY OF LAGO VISTA

Submission by:

Lionheart Places, LLC  
1023 Springdale Rd,  
Suite 6-E, Austin, TX 78723  
512-520-4488  
Contact: Rebecca Leonard, FAICP, PLA, CNU-A





# COVER LETTER





An aerial photograph showing a paved road with a yellow crosswalk, surrounded by lush green trees and grass. In the background, there are rolling hills under a blue sky with scattered white clouds.

January 12, 2023

Tracie Hlavinka

City Manager

RE: Proposal for the Primary Comprehensive Planning Consultant

Dear H-GAC Procurement Partners,

Lionheart Places, LLC ("Lionheart") is excited to submit this proposal to be the Primary Comprehensive Planning Consultant for the City of Lago Vista's Comprehensive Plan Update. I am thrilled by the opportunity to work with the City of Lago Vista. Having worked on several unique plans in the Central Texas region, most recently for the City of Taylor, I view each as a positive experience that has been rewarding for both my team and for our clients.

The Lionheart team's seven-step process to our work starts with caring and concludes with a strong focus on implementation. We strive to spend our energy, on and off the job, on issues that are essential to addressing current challenges in the world: equity, health, and climate action. We understand that in order to authentically address these challenges, we need a process that allows our plans to respond directly to each communities' values and needs. Lionheart's vision is to embody our motto "courage to create places we love," meaning that we not only make plans and designs but are also adept at leading clients through the complex processes that ensure project implementation. Plans that respond to community needs, create implementation partners, and community champions. This focus on implementation makes us well positioned to assist the City of Lago Vista in creating a plan that will define a context-sensitive approach to understanding population growth, identifying land suitable for growth, and preferred development types, all while celebrating the sense of place for Lago Vista. Lionheart has been successful in assisting communities throughout Texas move beyond planning to implementation, including Cedar Park's Destination Bell Boulevard, which upon completion will serve as the community's hub.

To realize a new vision for Lago Vista, we have composed a stellar team of experts that are experienced in the multiple disciplines needed to tackle the project. Lionheart is an award-winning planning and landscape architecture firm that will lead the project. I will utilize my experience working in Central Texas communities like, Cedar Park, Georgetown, Fredericksburg, Pflugerville, New Braunfels, Kyle, and Buda. Abby Gillfillan, AICP will be the Project Manager and bring more than a decade of planning experience as both a public City Planner and consultant including her experience managing the recently completed award-winning Envision Taylor Comprehensive Plan. Community Development Strategies (CDS) will provide economic development strategies, and BGE will be responsible for transportation and infrastructure recommendations.

As CEO of Lionheart, I am authorized to legally bind Lionheart Places LLC in contract, and I will be your prime point of contact for contracts. If awarded the project, my team and I will work to live up to our reputation of high-quality service. We thank you for the chance to serve the City of Lago Vista. Please do not hesitate to reach out with inquiries to our office at 512-520- 4488 or my email (listed below).

Sincerely,

J. Rebecca Leonard, FAICP, PLA, CNU-A

Founder and CEO

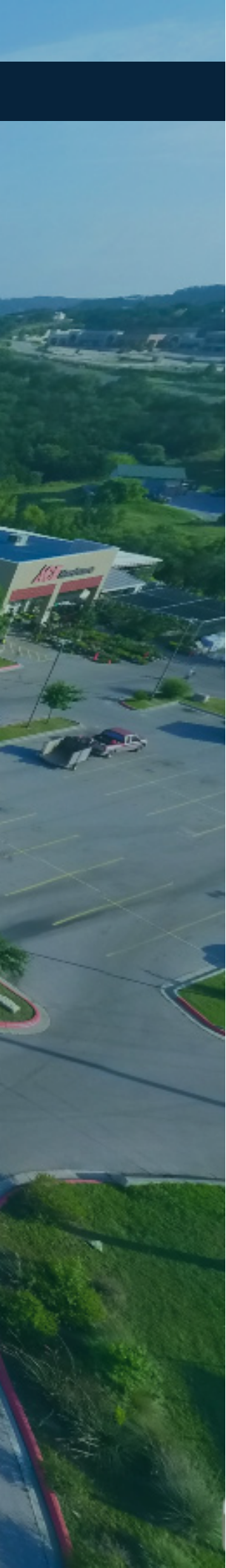
[rebecca@lionheartplaces.com](mailto:rebecca@lionheartplaces.com)



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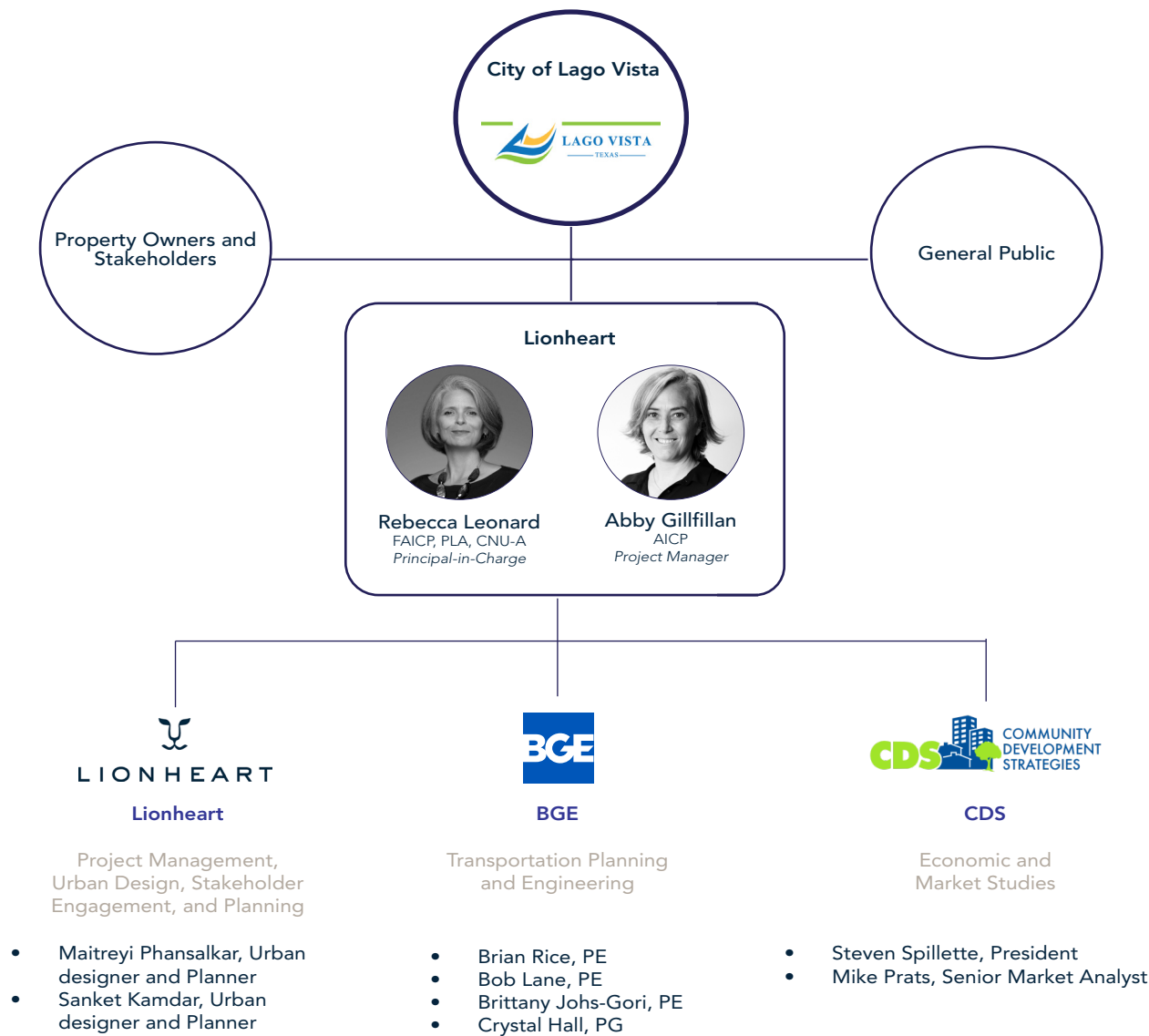
TEAM





ORGANIZATIONAL CHART

Rebecca Leonard, FAICP, PLA, CNU-A will be Principal in Charge. As the Principal, Rebecca serves as the lead of the project and has primary responsibility for the overall quality and thoroughness of the services and final deliverables. As Project Manager, Abby Gillfillan is the daily point of contact for the project, and her duties include coordinating Lionheart’s core team and sub consultants, as well as communication and coordination with all members of the Client’s team.





FIRM PROFILES

LIONHEART PLACES, LLC



Location:

1023 Springdale Rd,  
Suite 6-E,  
Austin, TX 78723  
512-520-4488  
Firm Principal: Rebecca Leonard, FAICP, PLA, CNU-A

Point of Contact:

Rebecca Leonard, FAICP, PLA, CNU-A  
Rebecca@lionheartplaces.com  
512-520-4488

Lionheart is a Limited Liability Corporation (LLC). Lionheart has 9 full time team members. It was established in 2016, and has been in business for 6 years.

Lionheart’s organization and philosophy:

Placemakers around the world have unrealized plans sitting on shelves - plans for addressing poor infrastructure, economic development, redevelopment, restoration, and community building. At Lionheart, we design with the motto ‘courage to create,’ aiming to realize these complex ideas and actions with a multidisciplinary, collaborative, and inclusive approach. We believe that as social and environmental systems strain and infrastructure fails to keep pace with the critical challenges that our cities and ecosystems face today, landscape architects, urban designers, and planners have a responsibility to commit to positively and meaningfully shaping environments with holistic benefits for all. With our work, we seek to enhance health & wellness, address disparities in social equity, and contribute to climate action. For each project and community, we endeavor to understand what quality of life means for them and build our project goals around their needs, hopes, and fears. Our design process is guided by a metrics-based approach that prioritizes transparency and trust, removes assumptions, and openly communicates and weighs the impacts of our projects. We view change as emergent from an accessible, inclusive, and accountable experience, throughout which all voices have the opportunity to be heard and give shape to their futures.

Lionheart is an award-winning, women-owned planning, urban design, and landscape architecture practice for private, institutional and public sector clients. Founded by Rebecca Leonard in 2016, team Lionheart includes certified planners and licensed landscape architects bringing decades of experience with projects that span the country, from built to natural environments. We take on every project with the determination of seeing it built and have amassed a portfolio that represents well over \$100 million in private and public investment. Our experience is a foundation for leading design with curiosity and innovation, from concept through completion. Our work has been recognized by several of national and regional awards from ULI, APA, and ASLA, as well as spotlights or certification by Landscape Architecture Foundation, SITES and Greenroads.





**Location:**

101 West Louis Henna Blvd,  
Suite 400,  
Austin, TX 78728  
281-582-0847

Firm Principal: Brian Rice, PE

**Point of Contact:**

Brian Rice  
brice@bgeinc.com  
512-813-1348

BGE is a Texas-based, full-service, employee-owned engineering firm. Drawing from a diverse pool of dedicated talent, BGE is an engineering consulting firm for numerous public and private clients. We provide services in civil engineering, transportation systems, surveying, planning, construction management, environmental services, public works, water resources, land and site development. Ingrained in our culture is a one-team approach to solving problems, which provides tremendous value to our clients. BGE has been faithfully serving clients the past 49 years. We have served the Central Texas community since 2006 and have 150 local staff to support our clients.

**CDS (COMMUNITY DEVELOPMENT STRATEGIES)****Location:**

1001 South Dairy Ashford,  
Suite 450,  
Houston, TX 77077  
281-582-0847

Firm President: Steven R. Spillette

**Point of Contact:**

Steve Spillette  
sspillette@cdsmr.com  
281-582-0847

CDS Community Development Strategies was formed in 1971 for the purpose of providing professional market and economic research and consulting services. Specialties include market feasibility and market planning studies for real estate and economic development. We assist our clients in identifying opportunities and evaluating the conditions and trends that influence project feasibility, site location, design criteria, and financing.

Our Mission is to provide objective recommendations for optimal positioning of each development relative to market area demographics, economic trends conditions, site considerations, competitive market activity and urban growth patterns. Staff members have completed over 4,000 research and planning studies addressing all types of residential, commercial, industrial and recreational real estate.



**PROJECT UNDERSTANDING**





## **A successful comprehensive plan update for Lago Vista is one that:**

### **Defines shared values for the future.**

Lago Vista is in a period of transition due to population growth and shifting demographics. Uncertainty creates anxiety and can lead to mistrust in the outcomes. By defining and documenting community goals, policies, and actions through a robust engagement process, trust in government will grow leading to essential partnerships and successful outcomes.

### **Strategically links infrastructure investments and sensitive lands to growth.**

Steep slopes, environmental sensitivity, rocky soils, and water bodies all create challenges for infrastructure construction and long-term maintenance. As infrastructure costs continue to climb, it is important that infrastructure investments are strategically made to ensure fiscal sustainability in the future. Lionheart understands that the type and location of development has a large impact on the cost of providing and maintaining high quality public services and infrastructure, such as streets, utilities, public safety services, and parks. By mapping the location and capacity of existing and planned infrastructure, and overlaying this with culturally, environmentally, and socially sensitive sites, a picture of areas that are most and least able to accommodate growth can be identified.

### **Builds on the strengths of Lago Vista to accommodate growth.**

The Lago Vista Comprehensive Plan Update will build a framework for where and how to accommodate growth through a Future Land Use Plan that strengthens the lives of people that reside there today and those that move to Lago Vista in the future. Realistic and generally accepted population projections based on both local and regional population trends and projections are essential to defining this future. Once these projections are agreed upon by the community, development types specific to Lago Vista can be established and a variety of alternatives for how these development types are applied will be reviewed and analyzed based on the goals of the Lago Vista community. The preferred plan of growth for Lago Vista will be rooted in the strengths of the community.



Lago Vista City Council Members.



City of Lago Vista looking towards the Hancock park and the Colorado river.



Lago Vista Festival is a great opportunity that brings artists, local eateries, residents, and tourists together.



## THE LIONHEART APPROACH

For each project and community, we endeavor to understand what quality of life means for them and co-create project goals around community's needs, hopes, and fears. The Lionheart Process is guided by a metrics-based approach that prioritizes transparency and trust, removes assumptions, and openly communicates and weighs the impacts of our projects. We believe change will emerge from an accessible, inclusive, and accountable experience, throughout which all voices have opportunity to be heard and give shape to their futures.

### 1. Think

Develop a strong strategy with the City of Lago Vista and stakeholders to guide the management of the work, engagement of stakeholders, and achievement of project goals.

### 2. Investigate

Review Lago Vista's physical, environmental, community, financial, and regulatory context against project goals to understand baseline conditions.

### 3. Create

Design concepts and recommendations, test the concepts, and measure them against our project goals and baselines to create a preferred plan.

### 4. Share

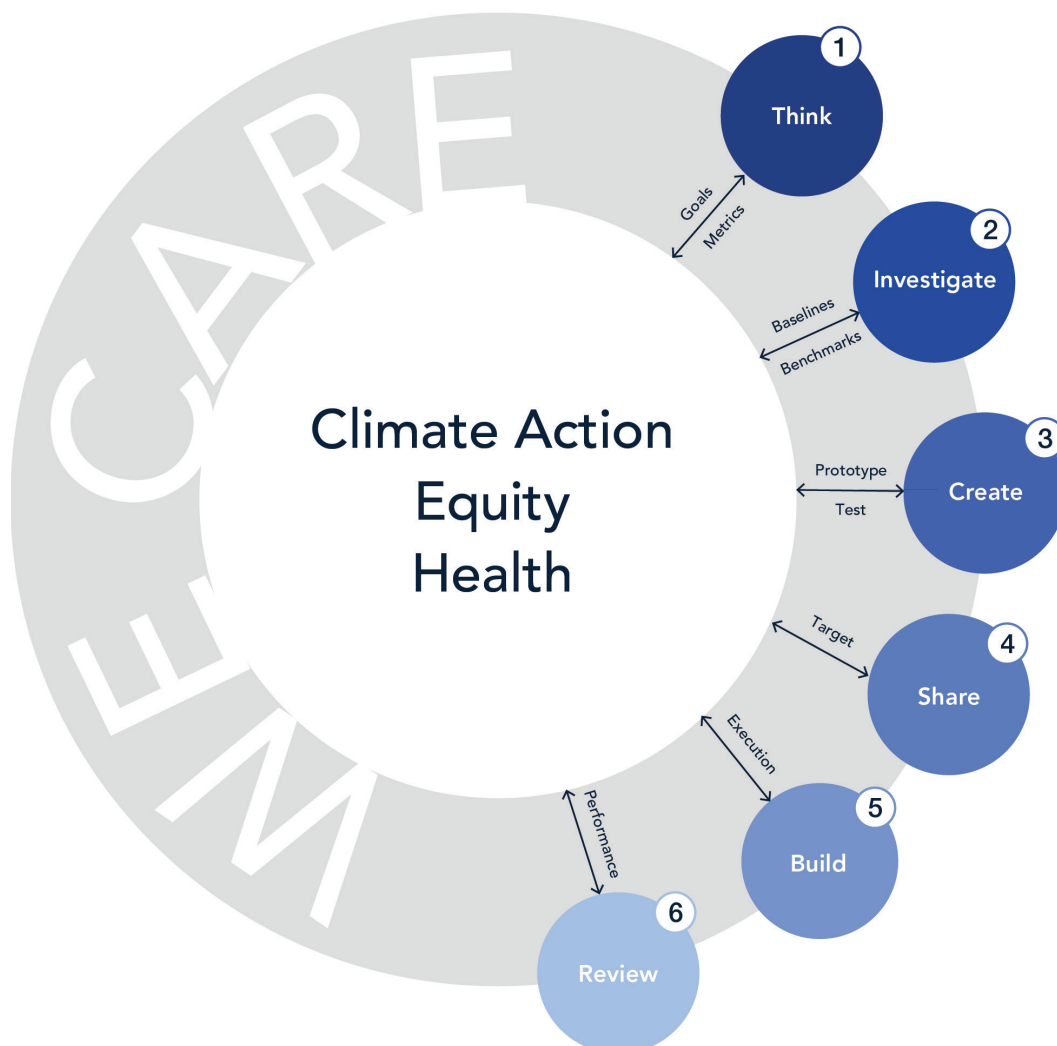
Package the final plan as an easy to digest, graphical, and a beautiful document to share with implementation partners, community, and policy makers.

### 5. Build

Not all projects lead to a built work, but all projects prepare for one. This is when we support our clients with the implementation of their project.

### 6. Review

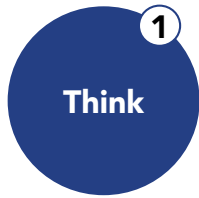
Our process is based upon proof of success in our projects. Soon after a project is implemented, as well as years after it's been enjoyed by communities, we meet with our clients to reflect on our project goals, metrics, and benchmarks we used to achieve them. These conversations inform our work going forward.





## WORK PROGRAM

The following describes the key milestones, meetings, and deliverables for each step included in this scope of work. Key scope items provided in the request for proposal are incorporated into our process.



### Phase 1: Think

The Lago Vista Comprehensive Plan Update is an opportunity to celebrate strengths, address challenges, and make more beloved places. During this phase, the following tasks and meetings will take place.

**Task 1.1 - Project management plan, style guide and book template** are developed at the beginning of the project to describe the client's vision and critical success factors, detailed work plan roles and responsibilities, quality management plan, communication plan, client care plan, quality control standards, and risk/change management plan.

**Task 1.2 - Stakeholder engagement strategy** is developed to define outreach methods, stakeholder events, methods for engaging hard-to-reach populations, and facilitation techniques that will be used throughout the course of the project.

**Task 1.3 - Previous studies and data** are collected and analyzed to better understand the strengths, opportunities, and challenges in the community. Previously identified community goals and projects are reviewed.

**Task 1.4 - Initial project goals and metrics** will be derived from a review of previous plans and input from the advisory committee regarding the relevancy of past planning based on current growth trends. Participants will be asked to provide input on their greatest hopes and fears for the process and the plan. Each goal will be measurable by a set of identifiable metrics.

**Meeting 1.1 - Client kick-off** meeting will be scheduled to review the project management plan, discuss stakeholder engagement, and biggest hopes and fears for the project outcomes.

**Meeting 1.2 - Bi-weekly meetings** are set up to track the process of the project.

**Meeting 1.3 - Advisory committee meeting #1** is scheduled to review the project management plan, stakeholder engagement strategy, and list of previously identified community goals, projects, and baseline data. During this meeting stakeholder team members will share their hopes and fears for the project.



### Phase 2: Investigate

Project outcomes are contextual and rooted in physical, community, time, financial, and regulatory circumstances. Our team will review each against project goals to understand baseline conditions.

**Task 2.1 - Population projections / demographics / base maps and analysis** will build on and refine the base line analysis of the people of Lago Vista and the key systems that serve them including government, transportation, land use, utilities, parks, and ecosystems. This base line data will build on the 2017 Comprehensive Plan and be reflective of the goals and metrics in eight key areas:

- **Community** will include an evaluation of demographic characteristics and development patterns in terms of population growth, income distribution, household characteristics, housing tenure (owner/renter), and employment trends.
- **Market** will include an evaluation of supply and demand for various commercial and residential products.
- **Government** will include an evaluation of jurisdictional boundaries and fiscal health.
- **Transportation** will include an evaluation of streets, sidewalks, bicycle, and transit infrastructure.
- **Land Use** will include an evaluation of the location and character of residential, commercial, industrial, and civic utilization. This includes range and prices of land uses, building types, and densities that could be reasonably considered as suitable for redevelopment and infill given Lago Vista's economic profile and location.
- **Utilities** will include an evaluation of the location, capacity, and condition of all utility, drainage, and stormwater infrastructure.
- **Parks** will include an evaluation of the location, size, and use of all existing and proposed parks.
- **Ecosystems** will include an evaluation of floodplains, steep slopes, erosive soils, and other ecological resources.





**Task 2.2 - Existing conditions report** will distill the goals, metrics, existing conditions data, population projections, opportunities, challenges, and stakeholder feedback into a report that represents Part 1 of the Lago Vista Comprehensive Plan Update.

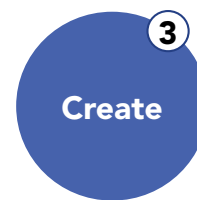
**Meeting 2.1 - Focus group meetings and site visit** will be conducted with the city, stakeholders, and residents as a mobile tour, allowing for staff and stakeholders to share knowledge of the area and a deepen understanding of the associated challenges and opportunities. In addition to the tour, individual working sessions will be scheduled with residents and stakeholders representing business and economic development, multimodal transportation, civic, and religious aspects of the community. These meetings can be scheduled in person during the site visit or virtually, depending on schedules and preferences.

**Meeting 2.2 - Advisory committee meeting #2** is scheduled to review the draft goals, metrics, population projections, opportunities, and challenges to be shared with the public during the first public open house and presentation.

**Meeting 2.3 - Public open house and presentation #1** is the first of a series of three public workshops where the project information is shared and input is gathered. During workshop 1, the consultant team will share the findings from the initial base mapping and analysis, gather input to validate and prioritize goals and metrics, and identify opportunities and challenges in the City of Lago Vista.

### Phase 3: Create

This is when we design. We develop concepts and recommendations, test the concepts, and measure them against our project goals and baselines. Together, we evaluate those alternatives with metrics so that we can make an educated decision moving forward. Only with the input and feedback of all participants do we then create a preferred plan or design.



**Task 3.1 - Landuse suitability map** will be generated to determine areas most suitable for development or redevelopment based on the existing conditions analysis and community goals.

**Task 3.2 - Development alternatives** will utilize the land use suitability map to generate up to three alternatives for the location and type of land uses, infrastructure, transportation, and open space. All alternatives will accommodate future population projections and be analyzed for how well they reflect the established goals.

**Task 3.3 - Preferred scenario** will utilize stakeholder input on the three alternatives to create a Preferred Future Land Use Map for the City of Lago Vista including descriptions of land use types, centers, corridors, and districts.

**Task 3.4 - Implementation roadmap** is developed to prioritize specific recommendations to implement the Lago Vista Comprehensive Plan Update. The implementation roadmap will include potential partnerships, funding, and specific action steps for each identified recommendation.

**Meeting 3.1 - Advisory committee meeting #3** is scheduled to review the various growth alternatives and associated metrics that will be presented during the open house.



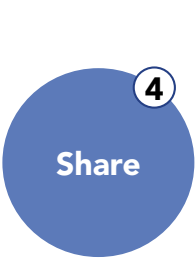


**Meeting 3.2 - Public open house and presentation #2** to review and provide input on the various alternatives for future growth and development in Lago Vista. Feedback will be collected in multiple forms and all information will be provided virtually as well as in person.

**Meeting 3.3 - Advisory committee meeting #4** is scheduled to review the open house materials and stakeholder strategies including the list of recommendations, potential partners, and action items associated with each of the recommendations.

**Meeting 3.4 - Focus group meetings** will be scheduled as an opportunity to present the refined list of recommendations to implementing agencies and staff departments prior to presenting to the public for prioritization during the final open house.

**Meeting 3.5 - Public open house and presentation #3** of the implementation plan and feedback on prioritization, potential partnerships, and phasing of the recommendations.



**Phase 4: Share**  
We develop and package the final plan for the City of Lago Vista. Lionheart's leadership have taken part in creating industry standards for quality control, planning documents, and construction documents.

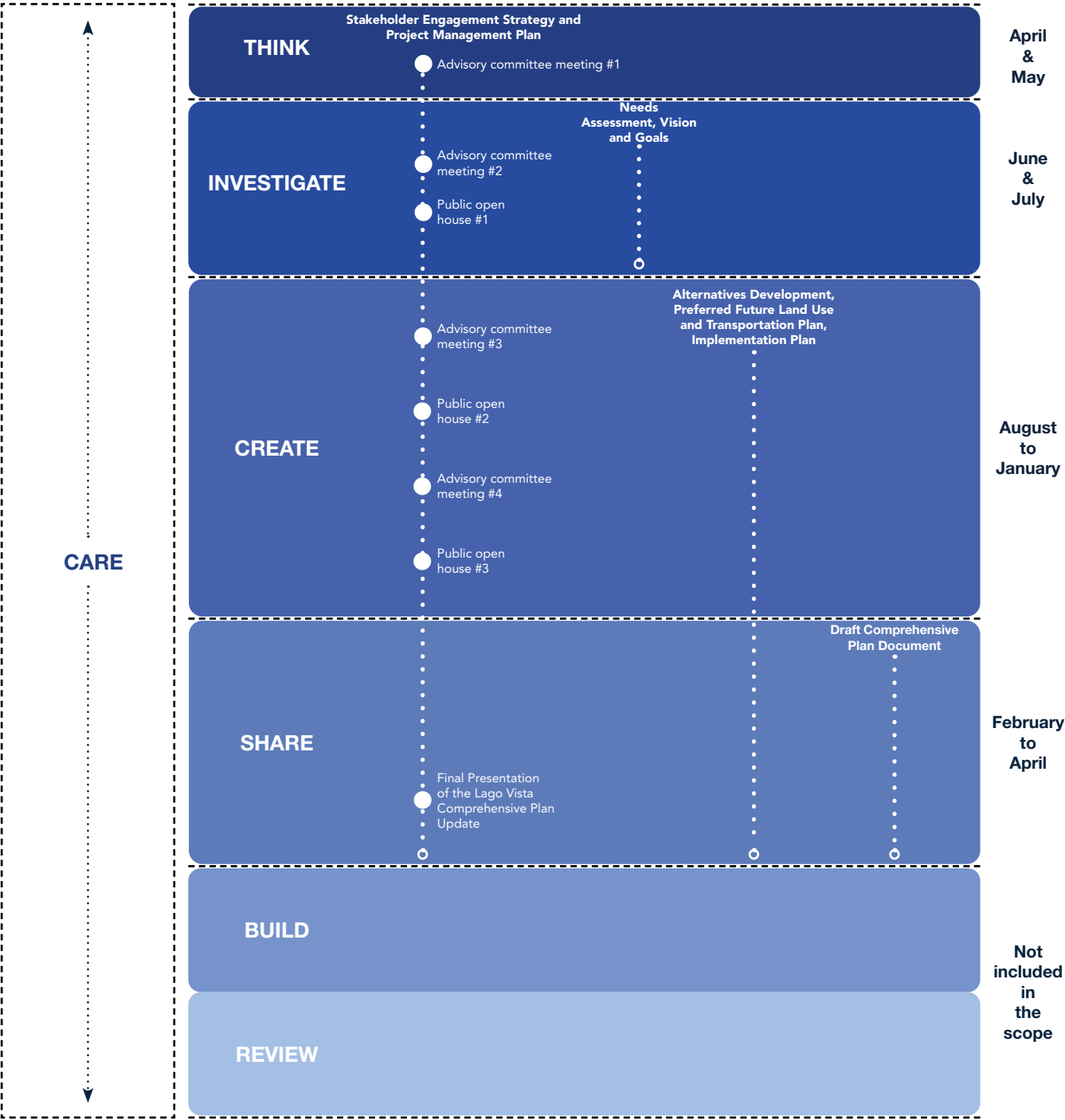
**Task 4.1 - Complete Lago Vista Comprehensive Plan Update** will be prepared by Lionheart.

**Meeting 4.1 - Final presentation of the Lago Vista Comprehensive Plan Update** and an executive summary will be shared with the stakeholder team and up to three additional board, commission, or community meetings.



PROJECT SCHEDULE

The Lago Vista Comprehensive Plan Update is anticipated as a 12- month process.





## PUBLIC ENGAGEMENT



Presentation at the Taylor City Library during the final public workshop for the Taylor Comprehensive Plan.

**Outreach methods** are designed with the intention of spreading interest and information among stakeholders about the Lago Vista Comprehensive Plan Update. Outreach tools are selected to ensure the public and stakeholder groups are aware of planning efforts affecting them and to announce opportunities for input and participation. Outreach can focus on more traditional media outlets such as newspapers, television, radio, and word-of-mouth approaches, or digital technologies and social media.

**Stakeholder events** can be real or virtual in nature depending on the needs of the community. Many municipalities and agencies conduct well-orchestrated meetings or open houses that include expertly produced content and significant facilitation support, only to attract small crowds, often with many of the same participants showing up for each meeting. Social media, visualization and integrated digital engagement tools can help bridge this gap by broadening the pool of physical and virtual attendees. In addition to the in-person workshops highlighted in the scope, our team utilizes project websites and social media sites such as Facebook, Instagram, and Twitter to drive project awareness which in many cases solicits increased levels of stakeholder comments and discourse.



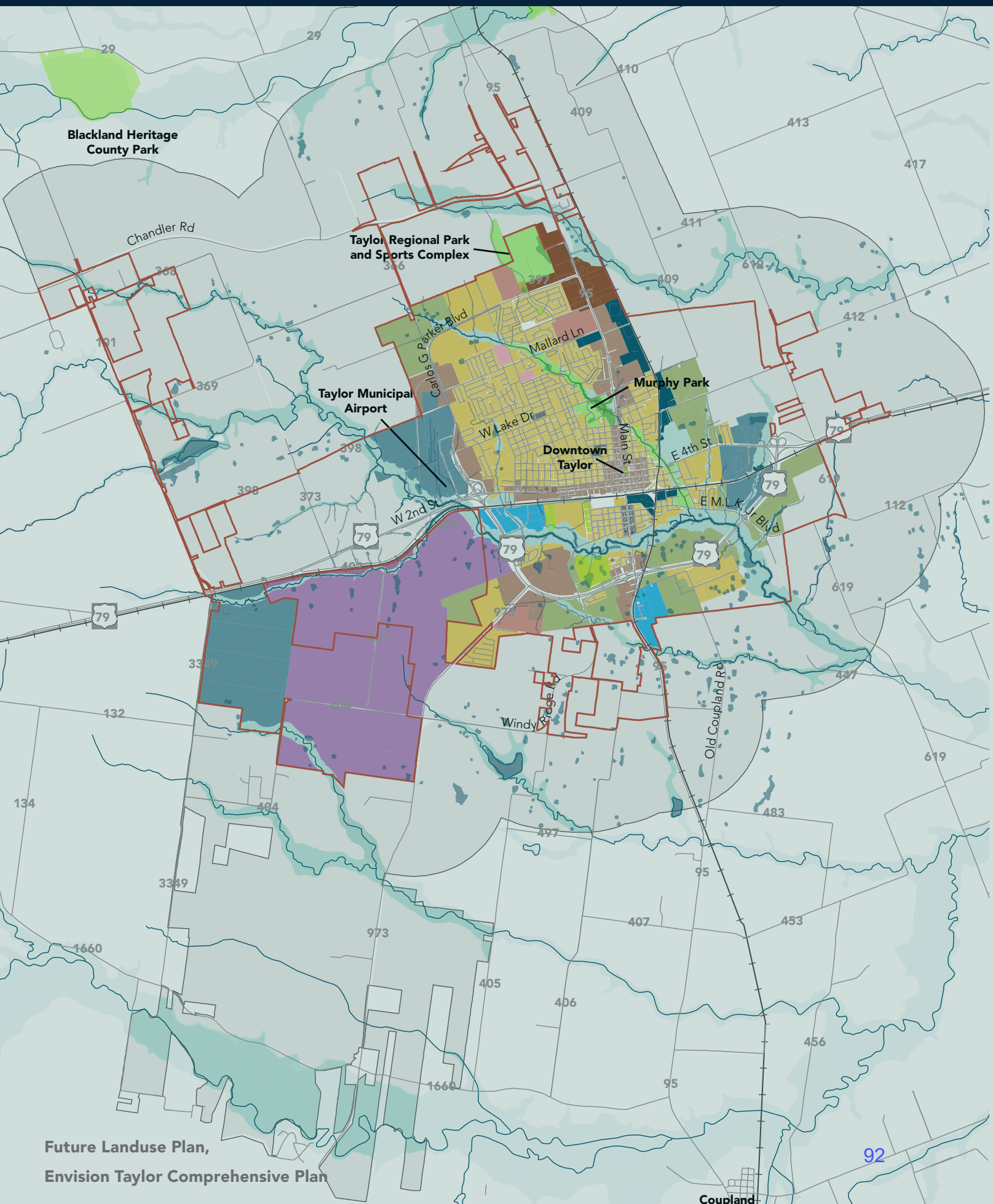
Lionheart team engaging with the residents of Brays Oaks, Houston during the public workshops for Brays Oaks Livable Center.

**Reaching hard to engage populations** takes empathy and vulnerability. We must listen to their needs which are typically conveyed to the team by trusted advocates in the community. Lionheart has experience engaging communities where English is not the primary language, where age and health issues can make events more challenging, and in communities where populations distrusts the government or any centralized group.

**A series of facilitation tools** are used for the following purposes: making participants comfortable with the meeting, setting through icebreaker activities, quickly collecting a range of ideas, canvassing and gathering public opinions, ranking and prioritizing alternatives, collecting geographically based information through map activities, and visualizing concepts and alternatives. Some of these tools include mind mapping, brainstorming, interviews, online polls, chip games, visual preference surveys, webinars, keypad polling, and mailed surveys. Project teams must instill ownership in the process. By understanding all the challenges and opportunities of the project, the participants can have a realistic expectation of the outcome and are more likely to reach consensus and support its future.



# SAMPLE OF WORK





## DESTINATION BELL BOULEVARD, CEDAR PARK, TEXAS

CLIENT: CITY OF CEDAR PARK



Cedar Park residents have long expressed the desire to have a special place where they can live, work, shop, dine and be entertained – a place that is uniquely Cedar Park. Great mixed-use places such as The Domain and The Triangle in Austin, Pearl District in San Antonio and Legacy Town Center in Plano were aspirations for Cedar Park. After initial direction from City's leadership to create a gathering place and sense of identity for the Cedar Park community and an exercise to determine the best location for such a gathering place, Rebecca Leonard led a team of professionals to create a master plan for the study area – Bell Boulevard, between Cedar Park Drive and Cypress Creek Road. The master planning process included understanding the context of the study area, looking at a variety of comparable mixed-use districts, significant stakeholder engagement, defining several compelling visions for the area and comparing their performance.

Rebecca Leonard was the Principal in Charge and led the team while working at Design Workshop.



### Recognition:

**2016 Vernon Deines Award for an Outstanding Small Town or Rural Plan; American Planning Association - Small Town and Rural Planning Division**

**2017 Merit Award in Planning & Analysis; American Society of Landscape Architects, Texas Chapter**

Combining inspirations from exemplary mixed-use projects with robust public engagement can result in compelling and singular visions for new places to live, work, and shop.



# ENVISION TAYLOR COMPREHENSIVE PLAN, TAYLOR, TEXAS

CLIENT: CITY OF TAYLOR

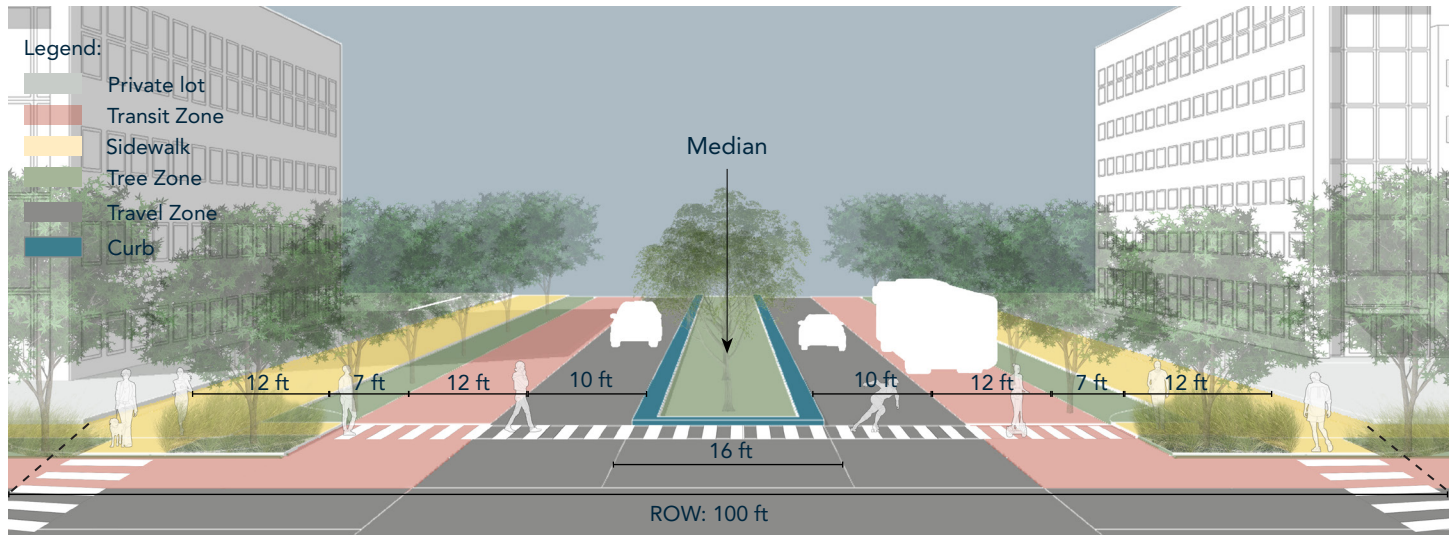


Figure 1: Proposed Perspective Section Through Community Boulevard - 4 lane

Lionheart led the team to develop Envision Taylor, a comprehensive plan with the goal of building a stronger Taylor. Situated roughly 15 miles east of Round Rock and within the central Texas region, the City of Taylor is anticipating significant growth. Envision Taylor utilizes the guiding principles of resilience, equity, and fiscal sustainability to ensure a stronger Taylor of the future.

Public engagement and participation plays an important role in this comprehensive planning effort and Lionheart led the team towards new and innovative techniques to ensure broad public outreach during the COVID-19 pandemic. Lionheart embraced new technology to ensure the public has a rich experience in the Comprehensive Plan's process despite stay at home orders. For example, Konveio, a website platform was developed to provide a rich user experience. Working closely with the City of Taylor staff, Lionheart held virtual workshops and small group meetings which shared the content across multiple platforms including the City's Facebook Live stream, in addition to the public access channels.

To remain strong, Taylor requires communities, infrastructure, and systems that can thrive in the face of future economic, fiscal, and environmental uncertainties. Resilient communities do not wait until challenges present themselves to react but instead work to build a strong foundation based in sustainable decision making. Using resilience as a guiding principle requires making infrastructure, natural systems, and social structures more durable so that they can withstand and recover from acute shocks and chronic stresses. Lionheart understands that the type and location of development has a large impact on the cost of providing and maintaining high quality public services and infrastructure, such as streets, utilities, public safety services, and parks. Envision Taylor will ensure that growth and development in Taylor is fiscally sustainable.

## Recognition:

2022 Vernon Deines Award For Comprehensive Plan Or Special Project Plan; American Planning Association - Small Town and Rural Planning Division

Lionheart has experience specifically working with communities facing rapid growth in the present and near future.







# NEW BRAUNFELS COMPREHENSIVE PLAN, NEW BRAUNFELS, TEXAS

CLIENT: CITY OF NEW BRAUNFELS

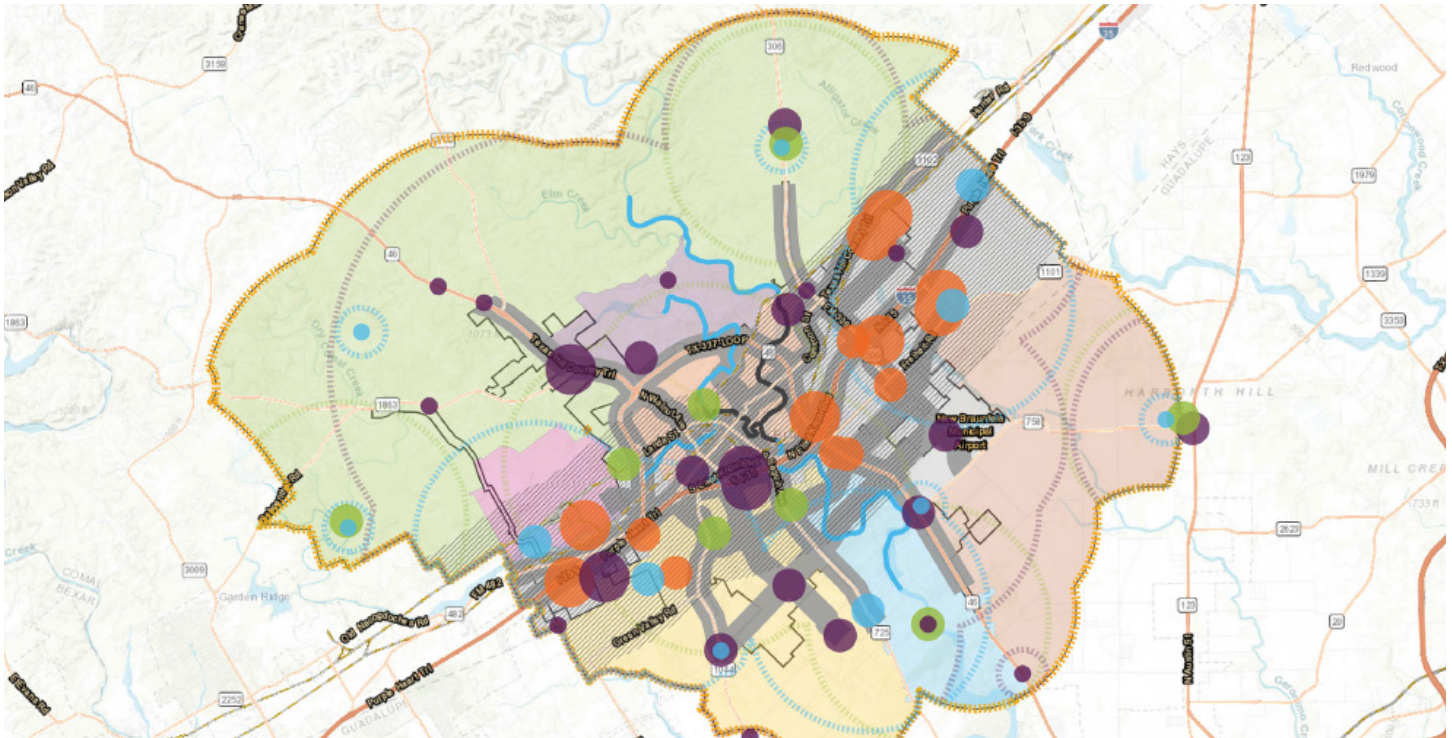















Figure 4: Future Landuse Plan

- |  |   |   |            |
|--|---|---|------------|
|  | <b>Transitional Mixed-Use Corridor</b><br>Transitional Mixed-Use Corridors express an aspiration to retrofit existing auto-dominated retail corridors with a mix of uses and a variety of travel modes over time. |  | Sub Area 1 |
|  | <b>Outdoor Recreation Center</b><br>Outdoor Recreation Centers are centered around a public or private outdoor destination like Fischer Park.   |  | Sub Area 2 |
|  | <b>Employment Center</b><br>Employment Centers are mixed-use areas centered around off... or industrial uses that can support significant employment.   |  | Sub Area 3 |
|  | <b>Market Center</b><br>Market Centers are mixed-use areas anchored by a retail destination where surrounding residents go to get daily goods and services.   |  | Sub Area 4 |
|  | <b>Civic Center</b><br>Civic Centers are mixed-use areas centered around a civic destination such as City Hall, a library or a recreation center.   |  | Sub Area 5 |
|  |   |  | Sub Area 6 |
|  |   |  | Sub Area 7 |
|  |   |  | Sub Area 8 |

As Principal-in-Charge, Rebecca led Envision New Braunfels, an update to the New Braunfels 2006 Comprehensive Plan. Envision New Braunfels is the official long range plan providing policy guidance for future growth, land use, mobility infrastructure, and services in the city. High levels of participation were realized in the plan by considering the best methods of informing and involving the public early on through directed and engaging outreach efforts. Envision New Braunfels was overseen by a Steering Committee and citizen-led Plan Element Advisory Groups. Plan Element Advisory Groups included topics such as growth, future land use; urban design, cultural, heritage, historic preservation, parks and recreation; economic competitiveness, transportation; natural resources, infrastructure, education and youth facilities, and capital improvements. More than 3,700 stakeholders participated in Envision New Braunfels. Visioning and civic engagement included 30+ input opportunities and “pop up” events at locations throughout the city.

## Recognition:

2018 Comprehensive Planning Award for New Braunfels Comprehensive Plan; American Planning Association - Texas Chapter

Lionheart’s work on the New Braunfels Comprehensive Plan was crafted to address the community’s desire to shift commercial development from corridors to centers of various size and character.



## REFERENCES

### **Katherine Woerner Caffrey**

City of Cedar Park  
512.401.5032  
katherine.caffrey@cedarparktexas.gov

#### **Project:**

Destination Bell Boulevard

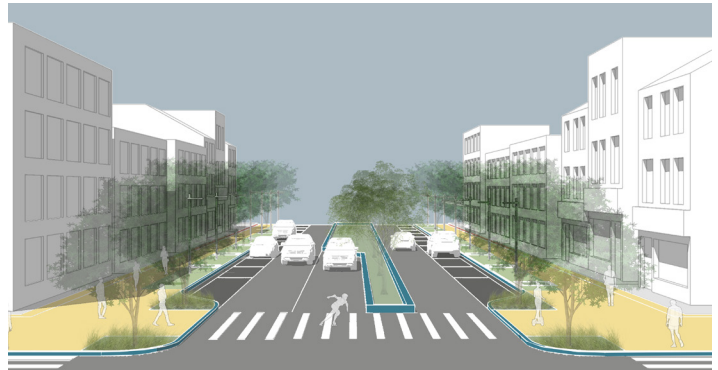


### **Tom Yantis**

City of Taylor  
512-352-5990  
tom.yantis@taylortx.gov

#### **Project:**

Envision Taylor Comprehensive Plan

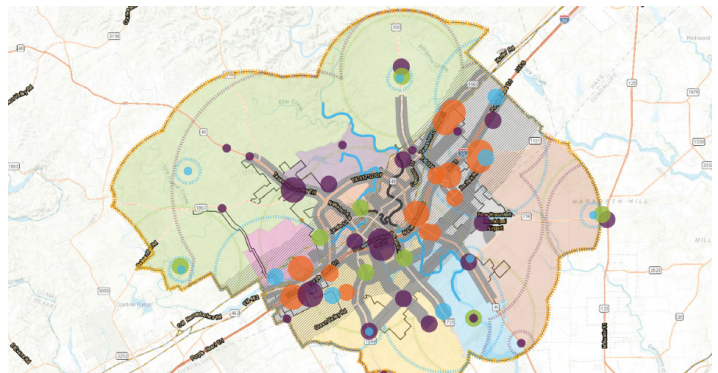


### **Chris Looney**

New Braunfels, TX  
830-221-4050  
clooney@newbraunfels.gov

#### **Project:**

New Braunfels Comprehensive Plan











**REBECCA LEONARD, FAICP, PLA, CNU-A**  
**Lionheart | Principal-in-Charge**



Rebecca Leonard, the founder of Lionheart Places LLC, has over 25 years of experience in urban planning, landscape architecture, and navigating complex stakeholder engagement and facilitation projects. She has worked with communities all over Texas, finding solutions for many different client types, including public, private, quasi-governmental, and everything in between.

## Education

Master of Urban and  
Regional Planning,  
Ball State University

Bachelor of Science in  
Environmental Design  
in Architecture, Ball  
State University

## Licensure

Licensed Landscape  
Architect, Texas

## Accreditations & Certifications

2014: CNU-A

2010: Form Based Code

2009: CDT Certification

2007: NCI Charrette  
Facilitator

1999: American Institute  
of Certified Planners

## Years of Service in Field

25 years

## Relevant Projects and Experience

- Envision Taylor Comprehensive Plan – Taylor, TX
- Envision New Braunfels Comprehensive Plan – New Braunfels, TX
- PlanHouston\* – Houston, TX
- Avon Comprehensive Plan\* – Avon, CO
- San Marcos Small Area Planning Program – San Marcos, TX
- Plum Creek TIRZ Strategic Plan – Kyle, TX
- Austin Green – Austin, TX
- Aldine Regional Comprehensive Study – Houston, TX
- Brays Oaks Livable Centers Plan – Houston, TX
- Houston Residential Best Practices – Houston, TX
- Destination Bell Boulevard – Cedar Park, TX
- Midtown Urban Transformation Framework: North Midtown Study Area - Houston, TX

## Awards

- 2022 Vernon Deines Award For Comprehensive Plan Or Special Project Plan; American Planning Association - Small Town and Rural Planning Division for Envision Taylor Comprehensive Plan
- 2020 Merit Award, American Society of Landscape Architects, Texas Chapter for Austin Green
- 2018 Comprehensive Planning Award for New Braunfels Comprehensive Plan, American Planning Association, Texas Chapter
- 2017 Merit Award in Planning and Analysis for Destination Bell Boulevard. Texas Chapter, American Society of Landscape Architects
- 2016 Vernon Deines Award for an Outstanding Small Town or Rural Plan; American Planning Association - Small Town and Rural Planning Division for Destination Bell Boulevard
- 2013 Current Planning Award for H-GAC Urban Houston Framework Case Study, American Planning Association, Texas Chapter
- 2013 Long Range Planning Award for H-GAC Huntsville Sustainability Case Study, American Planning Association, Texas Chapter
- 2010 Comprehensive Planning Award for Pflugerville Comprehensive Plan, American Planning Association, Texas Chapter
- 2009 Outstanding Award of Excellence for Avon West Town Center. American Planning Association, Colorado Chapter
- 2009 CASLA for the Avon Transit Center and Lake Street
- 2007 "Vernon Deines Award for Outstanding Small Town or Rural Plan" from the Small Town and Rural Planning Division of the American Planning Association for the Avon Comprehensive Plan

## Speaking Engagements and Publications

- "The Comp Plan is Done. Now What?" 2017 APA National Planning Conference
- "Plan Houston: A 'Houston-Style' General Plan" 2016 APA National Planning Conference

\* While at a previous firm.





**ABBY GILLFILLAN, AICP**  
**Lionheart | Project Manager and GIS Expert**



Abby Gillfillan, AICP is a planner with experience in project management, and stakeholder engagement. She has worked for the cities of San Marcos and Wimberley in the Planning Departments. During her 10 years at the City of San Marcos, she successfully led significant projects such as the re-write of the City of San Marcos Land Development Code and coordination of the City's Strategic Initiative on workforce housing which included the facilitation of a twenty-member task force and creation of a Housing Action Plan. Since joining Lionheart, Abby has led projects such as Envision Taylor Comprehensive Plan, HGAC Livable Center Study for the Brays Oaks Management District, and the Aldine Regional Comprehensive Study. Abby is passionate about helping communities solve complex problems through a decision-making process grounded in best practices. Abby's work reflects her dedication in creating great communities and products. .

## Education

Master of Public  
Administration, Texas  
State University

Bachelor of Arts in Public  
Administration, Texas  
State University

## Accreditations & Certifications

2017: American Institute of  
Certified Planners

PSMJ: Project  
Management Bootcamp

## Years of Service in Field

15 years

## Relevant Projects and Experience

- Envision Taylor Comprehensive Plan – Taylor, TX
- San Marcos Development Code - Code SMTX\* – San Marcos, TX
- Austin Green – Austin, TX
- Plum Creek TIRZ Special Financing District Strategic Plan – Kyle, TX
- Workforce Housing Taskforce\* – San Marcos, TX
- Small Area Planning\* – San Marcos, TX
- SMTX 4 All Housing Initiative and Strategic Action Plan\* – San Marcos, TX
- Ranch Master Plan – Jarrell, TX
- East Austin Framework Plan and Reinvestment Strategy – Austin, TX
- IH-35 Cap and Stitch – Austin, TX
- Brodie Oaks Redevelopment Plan – Austin, TX
- City of Buda, Downtown Plan - Buda, TX

## Awards

- 2022 Vernon Deines Award For Comprehensive Plan Or Special Project Plan; American Planning Association - Small Town and Rural Planning Division for Envision Taylor Comprehensive Plan
- 2020 Merit Award for Austin Green, American Society of Landscape Architects, Texas Chapter
- 2018 Outstanding Support from a Governmental Agency – Texas State University Geography Department
- 2014 CNU Charter Award: Code SMTX: Tactical Urbanism Intervention and Project Kickoff
- 2008 McGrew Capstone Award Recipient: Using Geographic Information Systems (GIS) to Develop and Analyze Land Use Policies

## Speaking Engagements

- "Environmental Humility, Equitable Housing and City Planning in the San Marcos Community" 2019 Philosophy Mixed Podcast Series – Texas State University – San Marcos
- "Engaging the Community in Drafting a Development Code" 2018 American Planning Association Texas Chapter
- "Short Term Rentals: The Good, The Bad, and the Ugly" 2018 American Planning Association Texas Chapter
- "Planning for Off-Campus Student Housing" 2018 International Town Gown Association

\* While at a previous firm.





**MAITREYI PHANSALKAR**  
Lionheart | Urban Designer and Planner



Maitreyi Phansalkar is an architect and an urban designer from Mumbai and Austin. She has worked on several architectural projects, urban research, and design projects and as an academican. As a head designer, she worked with Tisser India, as a trainer, designer, and workshop conductor for skill and business development, design management, woman empowerment in rural artisan clusters pan India. Additionally, she has worked on social projects collaborating with World Resources Institute (WRI) on mobility and UN-Habitat for vendor planning in Mumbai. She has participated in and won several international academic and design competitions including ULI, Texas. She has 4 years experience in planning and urban design.

### Education

Masters of Science in  
Urban Design, University  
of Texas at Austin

Bachelors in Architecture  
University of Mumbai  
- Kamla Raheja  
Vidyanidhi Institute  
for Architecture and  
Environmental Studies

### Relevant Projects and Experience

- Brays Oaks Livable Centers Plan – Houston, TX
- Envision Taylor Comprehensive Plan – Taylor, TX
- Aldine Regional Comprehensive Study – Houston, TX
- Pflugerville Sub Area Plan – Pflugerville, TX
- Midtown Park and Public Space Plan – Houston, TX
- Brodie Oaks Redevelopment Plan – Austin, TX

### Awards

- 2022 Vernon Deines Award For Comprehensive Plan Or Special Project Plan;  
American Planning Association - Small Town and Rural Planning Division for Envision  
Taylor Comprehensive Plan
- 2020 First prize at Cogburn ULI for the entry 'Viva el Barrio'



**SANKET KAMDAR**  
Lionheart | Urban Designer and Planner



Sanket Kamdar is an architect with a focus on urban design and planning. His understanding of the urban fabric was partly shaped by his academic experience and projects as a research assistant and design faculty at Academy of Architecture, Mumbai and graduate research and teaching assistant at The University of Texas. Motivated from his collaborations with organizations like World Resources Institute (WRI), for their Cities- Safer by Design program, and UN-Habitat, planning for Mumbai street vendors, his desire to work in the public realm was reinforced. He is particularly interested in urban interventions that operate through and between the public realm and architecture. He is currently pursuing a Masters of Science in Urban Design from the University of Texas at Austin and 2 years experience in the planning and urban design.

### Education

Masters of Science in  
Urban Design, University  
of Texas at Austin

Bachelors of Architecture,  
Academy of Architecture,  
Mumbai, India

### Relevant Projects and Experience

- Brodie Oaks Redevelopment Plan – Austin, TX
- Pflugerville Sub Area Plan – Pflugerville, TX
- City of Buda, Downtown Plan - Buda, TX
- Midtown Urban Transformation Framework: North Midtown Study Area - Houston, TX

### Awards

- 2022 ULI Hines National Competition Award Winner





**BRIAN RICE, PE**  
BGE | Principal



Brian brings 30 years of engineering experience to his public infrastructure projects. His experience centers around supporting the growth of municipalities throughout central Texas, including roadway, water, wastewater, stormwater, and parkland/preservation through planning and design of infrastructure projects. Brian's broad experience provides great value in developing master planning programs. His perspective with the development of planning documents is grounded in the reality of delivering projects from concept through construction. This experience ensures that planning documents consider the challenges of projects, including financial, permitting, politics, stakeholders, and constructibility so the plan is realistic and achievable. The following provides some of Brian's recent planning and design experience.

### Education

BS, Civil Engineering,  
Texas A&M University

### Registration

Texas PE No. 89442

### Years of Service in Field

30 years

### Relevant Projects and Experience

- City Engineering and Staff Augmentation, Leander, Texas
- Wallace Addition Stormwater Planning and Design, San Marcos, Texas
- New Braunfels Comprehensive Master Plan, New Braunfels, Texas
- Regional Transportation Master Plan, New Braunfels, Seguin, Comal and Guadalupe Counties, Texas
- Stormwater Master Plan, New Braunfels, Texas
- Veramendi Design and Development Control Document and Development Agreement, New Braunfels, Texas
- City of Kyle Transportation Master Plan (Multiple Plan Versions), Kyle, Texas
- Pflugerville Water Master Plan, Modeling, and Improvements Plan, Pflugerville, Texas
- Pflugerville Wastewater Master Plan (Master Plan and Wastewater System Design, Pflugerville, Texas
- Pedestrian Master Plan, Austin, Texas
- City Engineering and Staff Augmentation, Buda, Texas
- Capital Improvements Planning (multiple years), Buda, Texas
- Transportation Master Plan (multiple plan versions), Buda, Texas
- Water and Wastewater Planning, Modeling and System Design, Buda, Texas
- City Engineering and Staff Support, Hutto, Texas
- Central Wimberley Downtown Master Plan, Wimberley, Texas
- River Ranch 1,100 Acre County Park Planning and Design, Williamson County, Texas
- US 183 (Bell Boulevard) Corridor Planning and Design, Cedar Park, Texas
- Comprehensive Master Plan Update and Land Use Plan, Cedar Park, Texas





## **BOB LANE, PE**

### **BGE | Waste / Wastewater Master Planning**



Bob is a seasoned engineer with 25 years of experience in the study and design of water and wastewater infrastructure. He has completed more than 30 projects involving the study and design for new water and sewer infrastructure, rehabilitated facilities, and expanded facilities involving a wide array of technologies. His projects vary in size from 0.5 mgd to 80 mgd. The EPA uses an SBR design that Bob modified for guidance in the design of SBR treatment systems.

Bob is motivated to help our clients. Over the course of his career, Bob has mastered the art of prioritizing the needs of clients to reach solutions quickly and efficiently. He believes that continuous self-improvement is the only way to grow in a dynamic industry that evolves every day. He is also an advocate of mentoring young engineers to advance the discipline and foster retention.

### **Education**

BS, Civil Engineering,  
University of Missouri-  
Columbia

### **Registration**

Texas PE No. 126582  
South Carolina PE No.  
23147

### **Years of Service in Field**

25 years

### **Relevant Projects and Experience**

- City of Cleburne Long Range Study for the Sanitary Sewer System Extension and Design for a 4-Phase WWTP, Cleburne, Texas
- Bertram Study for Water Supply Infrastructure Improvements and WWTP Expansion for 1000 LUEs, Lennar Homes
- City of Arlington Study 0.6 mgd Wastewater Treatment Plant\*, Arlington, Texas
- City of Barnesville Study 1.2 mgd Wastewater Treatment Plant\*, Barnesville, Texas
- City of Barnesville 2.4 mgd Wastewater Treatment Plant Phase II\*, Barnesville, Texas
- City of Bastrop Study 2.0 mgd Wastewater Treatment Plant (Expandable to 8.0 mgd)\*, Bastrop, Texas
- City of Bastrop Study Transfer Lift Station & Force Main\*, Bastrop, Texas
- City of Bastrop Study Westside 42-inch Collector & Interceptor Sewers\*, Bastrop, Texas
- City of Brady Study and Replace Influent Pump Station\*, Brady, Texas
- City of Brady Study and Replace WWTP Sludge Pump Station\*, Brady, Texas
- City of Castroville CWSRF East Side Sanitary Sewer Regional Lift Station\*, Castroville, Texas
- City of Castroville DWSRF Water Line Replacement Construction\*, Castroville, Texas
- City of Castroville Study River Bluff Pump Station\*, Castroville, Texas
- City of Hamilton 2019-2020 Tx CDBG Wastewater Treatment Plant Clarifier Driver Replacement Project\*, Hamilton, Texas
- City of Hondo Study and Rehabilitate 250,000-gallon DWSRF Tank Rehabilitation\*, Hondo, Texas
- City of Hondo Study and Replace 500,000-gallon DWSRF Elevated Storage Tank\*, Hondo, Texas

\* While at a previous firm.





**BRITTANY JOHS-GORI, PE**  
BGE



Brittany Johs-Gori is an experienced Project Engineer with expertise in master planning, capital improvements planning, plan review, drainage analysis and design of utility and urban roadway design projects, for various clients within the public and private sector. Brittany's experience includes infrastructure planning, site development, water quality and detention facility design, hydrologic and hydraulic modeling and analysis, roadway design, and water and wastewater pipeline design for public and private clients. Her wide range of experience working with limited right-of-way, congested utilities and drainage challenges brings valuable knowledge to projects.

### Education

BS, Civil Engineering,  
University of Texas at  
Austin

### Registration

Texas PE No. 132905

### Years of Service in Field

30 years

### Relevant Projects and Experience

- New Braunfels Comprehensive Master Plan, New Braunfels, Texas
- City Engineering and Staff Augmentation, Leander, Texas
- City Engineering and Staff Augmentation, Buda, Texas
- South Loop 4 Wastewater Study and Wastewater Improvements City of Buda, City of Buda
- City of Buda Capital Improvement Plan Development, Buda, Texas
- Water System Supply Planning, Pump Station, and Water Line, Buda, Texas
- Bradfield Park Drainage Improvements, Buda, Texas
- Central Wimberley Downtown Master Plan, Wimberley, Texas
- River Ranch 1,100 Acre County Park Planning and Design, Williamson County, Texas
- Bradfield Park Drainage Improvements, Buda, Texas
- Anderson Mill Road Expansion Utility Relocation, Cedar Park, Texas
- Water and Wastewater Planning and Relocation for Loop 360 at Courtyard Drive, Austin, Texas
- Boggy Creek Lift Station Force Main Relocation City of Austin, Austin, Texas
- Rowe Loop Wastewater Planning and Extension, City of Pflugerville, Pflugerville, Texas
- Pflugerville Parkway Waterline, Phase II, City of Pflugerville, Pflugerville, Texas





## CRYSTAL HALL, PG

BGE | Environmental / Resource Conservation



Crystal has 15 years of experience specializing in central Texas environmental resources for public and private projects. She manages environmental documents in accordance with the National Environmental Policy Act (NEPA) and navigates through local, state and federal permitting. Crystal leads projects from feasibility and constraints mapping, through site assessment, public involvement, permitting, and into environmental clearance.

### Relevant Projects and Experience

#### Education

Bachelor of Art, Geology,  
University of Texas-Austin

#### Registration

Professional Geoscientist  
Texas No. 11409

#### Years of Service in Field

25 years

- City of San Marcos, Wallace Addition Drainage Improvements, San Marcos, Texas
- City of Waco, Brazos Park Riverwalk Extension\*, Waco, Texas
- City of Georgetown, CDBG Sidewalk & Parks Trail Improvements\*, Georgetown, Texas
- Capital Area Metropolitan Planning Organization, Western Caldwell County Transportation Study, Western Caldwell County, Texas
- TxDOT San Antonio District, SH 46 Kendall Gateway Corridor Study, San Antonio, Texas
- City of Austin, Southern Walnut Creek Trail\*, Austin, Texas
- FEMA, Tres Palacios River Drainage Improvements, El Campo, Texas
- City of Georgetown, TWDB Flood Protection Planning Grant Environmental Constraints Study\*, Georgetown, Texas
- Williamson County, Southeast Corridor Study E-1, Williamson County, Texas
- City of Round Rock, Gattis School Road Improvements (Segment 6), Round Rock, Texas
- Chisholm Trail Special Utility District (now City of Georgetown Water Utility), Districtwide Water Line Improvements, Georgetown, Texas
- City of Round Rock, Citywide Sidewalk Gaps Program\*, Round Rock, Texas
- Williamson County, FM 1431 Signalization Improvements, Williamson County, Texas
- Williamson County, RM 2243 Expansion (183A to Southwest Bypass), Williamson County, Texas
- TxDOT Austin District, RM 620 (Cornerwood Drive to Wyoming Springs Drive) Improvements, Austin District, Texas
- TxDOT Austin District, RM 620 (Deepwood Drive to IH 35) Improvements\*, Austin District, Texas
- TxDOT Bryan District, West Madison County Widening & Corridor Planning\*, Bryan District, Texas
- City of Round Rock, Quiet Zones, Round Rock, Texas
- City of Austin, Duval Dams Improvements, Austin, Texas
- San Antonio Water System, SW Loop 410 and Loma Linda Elevated Storage Tank, San Antonio, Texas
- City of Lakeway, Sweetwater Turn Lanes, Lakeway, Texas
- Hays County, RM 967 Rehabilitation, Hays County, Texas
- City of Kyle, FM 150/FM 2770 Sidewalks & Bike Lanes, Kyle, Texas

\* While at a previous firm.





## STEVEN R. SPILLETTE

### CDS, President



Steve Spillette is an Urban Development Strategist with diverse experience in real estate and urban planning. A native Houstonian, Steve joined the San Francisco office of the national real estate consulting firm Economics Research Associates after completing his undergraduate degree at Stanford. He assisted in performing a variety of market studies and financial pro-forma analyses for both private and public clients related to single family and multifamily residential, retail, office, industrial, hotel, meeting facilities, and golf, as well as significant public sector studies related to major investments and strategic initiatives. He focused on transportation and land use issues in both academic and professional work while attending the Community and Regional Planning program at the University of California at Berkeley.

### Education

Master of Business  
Administration, Texas  
A&M University

Master of City and  
Regional Planning,  
University of California,  
Berkeley

Bachelor of Science,  
Qualitative Economics and  
Applied Earth Sciences,  
Stanford University

### Years of Service in Field

32 years

Upon his return to Houston, Mr. Spillette joined the Uptown Houston Improvement District as Director of Planning and Development. He conducted the District's economic research pertaining to office, retail, hotel, and residential markets plus public tax revenue generation, packaging his analysis in District marketing and public information documents. He also was responsible for creating and managing the District's annual operating budget and monitoring District property values for revenue forecasting purposes. He was instrumental in creating the planning documents leading to the creation of the Uptown Houston Tax Increment Reinvestment Zone.

At Texas A&M University, he worked as a graduate assistant at the Real Estate Center and published several technical reports as well as articles in the Center's periodical *Tierra Grande*. In 2001, he formed his firm, Spillette Consulting, which merged with CDS in 2013. Mr. Spillette is a member of the Houston chamber of the Urban Land Institute and Congress for the New Urbanism.

### Relevant Projects and Experience

- Community Housing Studies: Brownwood, Kerrville, Borger, Enid, Sweetwater, New Braunfels, Odessa, Bartlesville Downtown, San Angelo, Levelland, San Patricio County, Southern Brazoria County
- Comprehensive and Community Plans: Bee Cave, Lufkin, College Station, Pflugerville, Georgetown, Baytown
- Revitalization market studies: North Pasadena, Old Town Lewisville, Downtown Laredo
- Livable Centers: NASA Area, Energy Corridor, Near Northwest, Cypress Creek Pkwy, Hurst Bellaire, International District, Mont Belvieu
- Transit-Oriented Development: METRO station area market assessments, Uptown Houston BRT
- Transportation Studies: West Houston Mobility Plan, Fort Bend Rail Bypass, Toll Road Traffic and Revenue Study Projections





## MIKE PRATS

### CDS, SENIOR MARKET ANALYST



Mike joined CDS in January 2017 and serves as Senior Market Analyst where he provides real estate research and analysis to a myriad of public and private sector clients to meet their specific needs.

Mike is a real estate analyst with a background in local economic and community development as well as urban and regional planning. He earned a Bachelor of Science in Geography with a concentration in Urban and Regional Planning from Texas State University in 2007 and a Master of Urban and Regional Planning with a concentration in Local Economic Community Development from the University of New Orleans in 2011. In early 2013 he began work with Partnership Lake Houston in northeast Harris County, Texas. Mike spent the next three years building and managing the independently funded economic development organization while serving as a point of contact for public and private economic development projects in the area.

### Education

Master of Urban and Regional Planning,  
University of New Orleans

Bachelor of Science,  
Geography, Texas State University

### Years of Service in Field

8 years

### Relevant Projects and Experience

- Affordable and Workforce Housing Study, City of New Braunfels EDC, including market analysis of NE Bexar / West Guadalupe counties communities
- Comprehensive Housing Study and Strategic Housing Plan, City of Kerrville
- ResIntel community-level housing studies: Amarillo, Odessa, San Angelo, Brenham, Big Lake, Brownwood, Sweetwater, Mexia, Bay City, Southern Brazoria County, Borger, Plainview
- San Marcos CAMPO Platinum Planning Study Existing Conditions and Housing Analysis
- Single Family, Retail, Industrial Market Analysis and Development Potential
- Houston Habitat for Humanity Robins Landing Market Study
- Houston Land Bank Housing Affordability Analysis
- Houston Complete Communities Single-Family Housing Analysis
- Conroe EDC Housing and Population Report
- Mont Belvieu Livable Center Study
- Hobby Area Management District Strategic Plan and Target Industry Study
- Montgomery Chamber Lake Conroe Area Regional Economic Development Forecast
- Midway East River Future Housing and Demographic Analysis
- Residential and Industrial TCEQ MUD Creation and Bond Application Reports
- Affordable Housing Redevelopment TDHCA Pre-Determination Applications
- TCEQ MUD Applications
- Houston Third Ward/Cuney Homes Choice Neighborhood Initiative Study







Mayor  
Ed Tidwell



Council Members

Gage Hunt  
Kevin Sullivan  
Rob Durbin  
Chelaine Marion  
Paul Roberts

Mayor Pro-Tem  
Paul Prince

February 24, 2023

RE: City of Lago Vista – Growth Management Policy

**General Provisions**

**Purpose.**

The purpose of this chapter is to ensure that adequate public facilities have been provided prior to approval of a preliminary subdivision plan or site plan, and to define adequate public facilities requirements that shall be addressed in those plans.

**Definitions.**

As used in this chapter, the following terms shall have the meanings indicated:

ADEQUATE PUBLIC FACILITIES — Those facilities relating to schools, public roads, water supply and distribution systems, and sewage disposal systems meeting standards established in this chapter.

CITY — The City of Lago Vista, TX.

DEVELOPER — An entity (including but not limited to a person, business, corporation, partnership, limited liability company, or unincorporated association) responsible for the development of a piece of land.

TRAFFIC IMPACT ANALYSIS (TIA) — A technical appraisal or study that identifies the impacts of a new or expanded development on the public road system; identifies potential traffic operational problems or concerns and recommends appropriate actions to address such problems or concerns; and assists in determining the degree of financial responsibility of the developer in mitigating such impacts.

**Avoiding intent and requirements.**

A developer shall not avoid the intent and requirements of this chapter by submitting piecemeal applications for preliminary subdivision plan or site plan approvals. The Director of the Department of Development Services and the Director of the Department of Public Works will make final determination on this particular matter, and whether a particular application will be subject to adequate public facilities review where the Directors find an intent to avoid the intent and requirements of this chapter.



## **Adequacy Standards for Residential Development**

Standards enumerated.

Residential subdivision preliminary plats and site plans shall not be approved unless adequate public facilities are available to serve the development based on the standards set forth in this section:

- A. School capacity. All approval of residential subdivision plans and site plans for development shall be subject to determination of adequate school capacity based on the standards stated below and the current projected use level described in the Lago Vista ISD Annual Growth Rate.
  - (1) Preliminary approval. Preliminary subdivision plats exceeding five lots and site plans for residential developments exceeding five dwelling units shall not be approved at locations where either of the following conditions exists:
    - (a) The enrollment at the elementary school which serves the site is greater than 115% of the rated capacity or is projected to be greater than 115% of the rated capacity within five years.
    - (b) The enrollment at either the middle school or high school which serves the site is greater than 115% of the rated capacity or is projected to be greater than 115% of the rated capacity within five years.
  - (2) Waiting list. If a preliminary plat or site plan is for land that is located in an area that does not satisfy the requirements of A(1), the approval of a preliminary plat or site plan shall be deferred and placed on a waiting list, arranged by date of completion of the review, until such time as the enrollment of the affected schools complies with the above requirements. Record plats, grading permits, and Development Agreement for residential development shall not be executed by the City until the project is removed from the waiting list and approval of the preliminary plat or site plan is granted.
  - (3) Exemptions. The provisions of this section do not apply to housing for the elderly, or to preliminary plats or site plans approved prior to the effective date of this article.
- B. Sewerage. All approval of residential preliminary subdivision plans and site plans for development shall be subject to determination of adequate sewerage capacity in accordance with this Subsection B.
  - (1) The following current and anticipated demands on the sewerage system shall be evaluated to determine adequacy of the system:
    - (a) Demands on the system generated or projected to be generated by existing connections;
    - (b) Buildings under construction that will be connected to the system;
    - (c) All committed allocations evidenced by payment of area charges and connection fees;
    - (d) All unexpired public works agreements;
    - (e) All unexpired preliminary plans; and



- (f) Properties that are anticipated to connect to the system on completion of a capital project then under construction or for which funding has been authorized, right-of-way acquisition completed, and construction plans completed.
- (2) Taking into consideration demands on the system identified in Subsection B(1), the following components of the sewerage system must be determined to be adequate:
- (a) Collector systems to serve the proposed development are designed to accommodate expected ultimate peak gravity flows from the proposed development and other developable land within the drainage area; and
  - (b) Interceptors to serve the proposed development have sufficient available capacity to accommodate expected peak gravity flows from the proposed development and other developable land within the drainage area; and
  - (c) Pumping stations and force mains receiving flows from the collector system in the drainage/service area have sufficient available capacity to accommodate ultimate peak flows from the proposed development and other developable land within the drainage area; and
  - (d) Pumping stations and force mains receiving flows from interceptors to serve the proposed development have sufficient available capacity to accommodate expected peak flow from the proposed development and other developable land within the drainage area; and
  - (e) Treatment plant(s) have sufficient available capacity to accommodate expected annual average and maximum daily loadings from the proposed development and other developable land within the drainage area.
  - (f) The determination of whether a collector system, interceptor, treatment plant, pumping station or force main described in Subsection B(2)(a) through (e) of this section has sufficient available capacity shall be made after deducting from existing capacity any portion of that capacity that was created by the City or previous development in the service area over the previous 10 years.
- (3) The City sewerage system shall also be considered adequate under the following circumstances:
- (a) If there is compliance with Subsection B(2)(a) and (c) of this section and the City has funded projects for the improvement of the facilities necessary to comply with requirements of Subsection B(2)(b), (d), and (e) of this section.
  - (b) If there is compliance with Subsection B(2)(e) of this section and the developer agrees to construct the improvements to the system to meet the requirements of Subsection B(2)(a), (b), (c), and (d) of this section, or the developer executes an agreement with the City for improvements to the system to meet the requirements of Subsection B(2)(a), (b), (c), and (d) of this section. Under either scenario, the developer will be responsible for the cost(s) of those improvements directly attributable to the impact upon the component of the sewerage system produced by the development. If the developer agrees to execute an agreement with the City for the improvements to the system to meet the requirements of Subsection B(2)(a), (b), (c), and (d) of this section, the agreement shall provide for the



developer's proportionate share of the cost of sewage system improvements as reasonably determined by the Department of Public Works.

- (4) If the City sewerage system is found to be inadequate, then preliminary subdivision plats exceeding five lots, site plans for multifamily residential developments exceeding five dwelling units, and extensions of previously approved preliminary subdivision plats and site plans shall not be approved.
- (5) Conditional review.
  - (a) If Subsection B(2)(a), (b), (c), (d), or (e) of this section prevent approval or the extension of a previous approval of a preliminary subdivision plat or site plan, the City of Aberdeen's Department of Planning and Community Development may proceed with conditional review of the plat or plan and place it on a waiting list arranged by date of City Council approval and, for previously approved plats or plans, by date of the request for extension.
  - (b) Record plats, grading permits, and public works agreements for utilities or roads shall not be executed by the City until the proposed preliminary subdivision plan or site plan for the project is removed from the waiting list and approval or extension of the previous approval is granted. Removal from the waiting list shall occur only when the condition(s) that prevented approval under Subsection B(2)(a), (b), (c), (d), or (e) of this section no longer exist(s).
- (6) Grandfathering.
  - (a) Unless an extension of the approval of the preliminary plat or site plan is granted in accordance with the City's Development Code, development conducted in accordance with a preliminary plat or site plan approved before the effective date of this chapter is exempt from the provisions of this subsection concerning the adequacy of the sewerage system.
  - (b) If an extension of the approval of the preliminary plat or site plan is granted, the development shall be subject to the provisions of this subsection concerning the adequacy of the sewerage system.
  - (c) If development is exempt from the provisions of this subsection concerning the adequacy of the sewerage system, execution of Development Agreements for such development is subject to availability of capacity in the sewerage system at the time of preparation of the public works agreements.
- C. Water. All approval of residential preliminary subdivision plans and site plans for development shall be subject to determination of adequate water capacity in accordance with this Subsection C.
  - (1) The following current and anticipated demands on the water system shall be evaluated to determine adequacy of the system:
    - (a) Demands on the system generated or projected to be generated by existing connections;
    - (b) Buildings under construction that will be connected to the system;



- (c) All committed allocations evidenced by payment of area charges and connection fees;
  - (d) All unexpired Development Agreements;
  - (e) All unexpired preliminary plats; and
  - (f) Properties that are anticipated to connect to the system on completion of a capital project then under construction or for which funding has been authorized, right-of-way acquisition completed, and construction plans completed.
- (2) Taking into consideration proposed demands on the system identified in Subsection C(1), the following components of the water system must be determined to be adequate:
- (a) The water distribution system is capable of providing the required pressures and flows during the maximum day demand and the minimum required pressures for fire flows, resulting from the proposed development and other developable land within the drainage area, as established in the City's water and sewer design guidelines; and
  - (b) Booster stations and/or transmission mains in the service area have sufficient available capacity to provide maximum day demand and minimum required pressure for fire flow to the proposed development and other developable land within the drainage area; and
  - (c) Storage tanks in the service area have sufficient available capacity to provide peak hour demand in addition to fire flow to the proposed development and other developable land within the drainage area; and
  - (d) Source and treatment facilities in the service area have sufficient available capacity to provide maximum day demand to the proposed development and other developable land within the drainage area.
  - (e) The determination of whether a distribution system, booster station and/or transmission main, storage tank, or source and treatment facility described in Subsection C(2)(a) through (d) of this section has sufficient available capacity shall be made after deducting from existing capacity any portion of that capacity that was created by the City or previous development in the service area over the previous 10 years.
- (3) The City water system shall also be considered adequate under the following circumstances:
- (a) If the City has funded projects for the improvement of the facilities necessary to comply with the requirements of Subsection C(2)(a), (b), (c), and (d) of this section.
  - (b) If there is compliance with Subsection C(2)(c) and (d) of this section and the developer agrees to construct the improvements to the system to meet the requirements of Subsection C(2)(a) and (b) of this section, or the developer executes an agreement with the City for improvements to the system to meet the requirements of Subsection C(2)(a) and (b) of this section. If the developer agrees to execute an agreement with the City for the improvements to the system to meet the requirements of Subsection B(2)(a) and (b) of this section, the agreement shall provide for the developer's proportionate share of the cost of water system improvements as reasonably determined by the Department of Public Works.



(4) If the water system serving the proposed development is found to be inadequate, then preliminary subdivision plats exceeding five lots, site plans for multifamily residential developments exceeding five dwelling units, and extensions of previously approved preliminary subdivision plats and site plans shall not be approved.

(5) Conditional review.

(a) If Subsections C(2)(a), (b), (c), or (d) of this section prevents approval or the extension of a previous approval of a preliminary plat or site plan, the City of Lago Vista's Department of Development Services may proceed with conditional review of the plat or plan and place it on a waiting list arranged by date of City Council approval and, for previously approved plats and plans, by date of the request for extension.

(b) Record plats, grading permits and public works agreements for utilities or roads shall not be executed by the City until the plan for the project is removed from the waiting list and preliminary approval or extension of the previous approval is granted. Removal from the waiting list shall occur only when the condition that prevented approval under Subsection C(2)(a), (b), (c), or (d) of this section no longer exists.

(3) Grandfathering.

(a) Unless an extension of the approval of a preliminary plat or site plan is granted in accordance with the City's Development Code, development conducted in accordance with a preliminary plat or site plan approved before the effective date of this chapter is exempt from the provisions of this subsection concerning the adequacy of the water system.

(b) If an extension of the approval of the preliminary plat or site plan is granted, the development shall be subject to the provisions of this subsection concerning the adequacy of the water system.

(c) If development is exempt from the provisions of this subsection concerning the adequacy of the water system, execution of Development Agreement for such development is subject to availability of capacity in the water system at the time of preparation of the public works agreements.

D. Roads. All approval of residential preliminary subdivision plans and site plans for development shall be subject to determination of adequacy of road intersections in accordance with this Subsection D.

(1) Traffic impact analysis.

(a) The developer of any project projected to generate either 25 new peakhour trips per day or 200 total trips per day using the latest version of the Institute of Transportation Engineers (ITE) Trip Generation Manual is required to submit a traffic impact analysis (TIA) to determine the level of service (LOS) of road intersections within the study area. If a development will generate fewer than 25 new peak-hour trips per day or 200 total trips per day, or if the LOS of an affected intersection is graded "E" or "F," the City may, at its discretion, require a TIA.



- (b) The TIA shall be conducted by a traffic engineering firm that is agreed upon by the City and the developer, to include specific requirements as established by the City Department of Public Works. All costs for this TIA shall be borne by the developer.
  - (c) The TIA shall be prepared, signed, and sealed by a traffic engineer, or a civil engineer licensed in the State of Texas who is qualified to practice traffic engineering.
- (2) Minimum requirements for a TIA and intersection adequacy.
- (a) Trip generation projections shall be determined by utilizing methods set forth in the latest edition of the ITE Trip Generation Manual.
  - (b) The minimum acceptable level of service of road intersections in a residential development study area shall be "C" for intersections in or abutting a residential zoning district and "D" for all other intersections.
  - (c) The study area shall be determined by City staff, who shall consider the following when determining the parameters of the study area and the requirements and sufficiency of the TIA:
    - [1] Study area.
      - [a] The typical study area for a TIA shall consist of a minimum area encompassed by a radius of 1/4 mile from the site to be developed, and shall include collector or higher-functioning classification road intersections from all approaches to the site as specified in the current edition of the City of Lago Vista's Comprehensive Plan. This area may include intersections which are subject to the jurisdiction of the TxDOT or Travis County. Coordination with these government agencies may be required.
      - [b] If the one-fourth-mile radius does not include a collector or higher-functioning classification road intersection, the City may require the inclusion of the nearest collector or higher functioning classification road intersection as part of the study area.
    - [2] Design year. The design year shall be the projected date of completion of the project as outlined in the public works agreement for that project.
    - [3] Trip generation requirements for residential project TIAs.
      - [a] Existing traffic counts shall be conducted within a twelvemonth period of the submittal date of the TIA. Traffic counts should be taken on a Tuesday, Wednesday, or Thursday, not following a holiday unless approved by the City. If a school is located within the TIA study limits, traffic counts must be taken while school is in session.
      - [b] Trip generation for each land use shall be obtained by utilizing the current edition of the ITE Trip Generation Manual. The land use code in the manual shall be indicated for each category. Where a land use is not recognized within the ITE Manual or where local conditions indicate fewer trips than projected by the ITE standard for a particular land use, local trip rates may be developed; however, the data must



be submitted to the City with supporting documentation prior to approval of the rates.

- [c] For developments generating peak trip numbers on weekends, the City may require the TIA to include traffic counts on either Saturday or Sunday (depending upon which day best reflects the proposed land use's peak operation), and the TIA shall include a traffic report for a single peak hour. Operational analyses may be required as well. Passby and diverted trip reduction factors may be considered for certain uses if City staff permits.

[4] Trip distribution and assignment.

- [a] Any of the following methodologies may be acceptable for the purpose of determining trip distribution in a TIA:
- [b] Gravity model. This technique may require calibration prior to its use if utilizing an old gravity model for the study area.
- [c] Utilization of demographic data.
- [d] Current directional distribution. (NOTE: This may be unacceptable if the directional distribution will change before the design year to future changes in the land use or transportation system improvements.)
- [e] City staff shall approve the methodology to be used in the study.

[5] Capacity analysis in a TIA.

- [a] Capacity analyses shall be performed for all intersections, roadways, ramps, weaving sections, internal circulation, and access points. The analysis shall be in accordance with the latest published version of the Highway Capacity Manual (HCM). Other types of capacity analysis may be requested, such as critical lane, depending on requirements of other jurisdictions with road systems within the City. It may also be necessary to complete traffic progression analysis, utilizing such programs as the HCM or Synchro. Queuing analyses may be required to determine both on- and off-site situations where queuing could impact the roadway/internal site operation.
- [b] Unsignalized intersections not meeting the adopted level of service established in Subsection D(2)(b) of this section shall be required to complete a traffic signal warrant analysis. Unsignalized intersections will be evaluated based on the level of service on the minor approaches to the intersection. Accident history of the intersection shall be considered as well.
- [c] When analyzing background and future conditions, only capital projects with one-hundred percent funding may be utilized. Other road improvements associated with other developments that have approved plans and an executed Development Agreement, or TxDOT highway access permit(s) may be utilized as well.



- [6] Peak-hour observations. The City may require peak-hour observations performed by a qualified traffic engineer in a TIA. The observations shall be conducted at the direction of the City to address specific operational issues related to the proposed project. The specific traffic concerns of the City will be presented at the preliminary plan meeting. Documentation of the observations shall be included in the TIA, along with recommendations to address traffic deficiencies.
- [7] Recommendations. If any intersection within the study area has any of the failing conditions listed in Subsection D(2)(b) or D(2)(c)[5][a], the TIA shall recommend mitigating improvements. The improvements shall be described in the TIA and should include a basic concept plan that illustrates the recommended improvements. The recommended improvements should be achievable utilizing the latest American Association of State Highway and Transportation Officials (AASHTO), TxDOT, or City of Lago Vista guidelines. A TIA without specific recommendations to mitigate negative impacts shall not be considered complete. If recommended improvements are approved by the City, the developer shall implement the recommendations in the TIA at the developer's sole expense.
  - [a] If the TIA determines the existing LOS does not meet the minimum requirements in the study area, the developer need only mitigate the portion of traffic impact generated by the development to ensure that post development traffic conditions are no worse than pre-development levels.
  - [b] If the TIA determines a developer is subject to mitigate its portion of trips generated from the site, the developer shall construct the improvements as stipulated by the City's Department of Public Works. In the event the Department of Public Works determines the developer is unable to provide the improvements because of the inability to acquire the necessary rights-of-way, the physical constraints of the property, or state or federal regulations, the developer, prior to issuance of the first building permit, shall deposit into an escrow account with the City 125% of the funds necessary to cover the costs of the improvements as determined by the City. The City shall continue to hold the money in escrow until such time as the improvements are able to be constructed. In no event, however, shall the money be retained by the City for longer than 10 years from date of deposit. At the conclusion of the 10 years, the existing owner(s) of record may request a refund. If such a request is not made within 365 calendar days of the conclusion date, the escrowed money shall revert to the City for use in improvement of roads and related structures within the City's right-of-way.

(3) Conditional review.

- (a) If the requirements of this subsection prevent approval or the extension of a previous approval of a preliminary subdivision plat or site plan, the Department of Development Services may proceed with conditional review of the preliminary plat or site plan and place it on a waiting list arranged by date of City Council approval and, for previously approved plans, by date of the request for extension.



- (b) Record plats, grading permits, and public works agreements for utilities or roads shall not be executed by the City until the plan for the project is removed from the waiting list and preliminary subdivision plat or site plan approval or extension is granted. Removal from the waiting list shall occur only when the condition that prevented approval under this subsection no longer exists.
- (4) Grandfathering.
  - (a) Unless an extension of the approval of the preliminary subdivision plat or site plan is granted in accordance with the City's Development Code, development conducted in accordance with a preliminary plat or site plan approved before the effective date of this chapter is exempt from the provisions of this subsection concerning the adequacy of the roadways.
  - (b) If an extension of the approval of the preliminary plat or site plan is granted, the development shall be subject to the provisions of this subsection concerning the adequacy of the roadways.



## **Adequacy Standards for Nonresidential Development**

### **Standards enumerated.**

Nonresidential subdivision preliminary plats and site plans shall not be approved unless adequate public facilities are available to serve the development based on the standards set forth in this section:

A. Sewerage. All approval of nonresidential preliminary subdivision plans and site plans for development shall be subject to determination of adequate sewerage capacity in accordance with this Subsection A.

- (1) The following current and anticipated demands on the sewerage system shall be evaluated to determine adequacy of the system:
  - (a) Demands on the system generated or projected to be generated by existing connections;
  - (b) Buildings under construction that will be connected to the system;
  - (c) All committed allocations evidenced by payment of area charges and connection fees;
  - (d) All unexpired Development Agreements;
  - (e) All unexpired preliminary plans; and
  - (f) Properties that are anticipated to connect to the system on completion of a capital project then under construction or for which funding has been authorized, right-of-way acquisition completed, and construction plans completed.
- (2) Taking into consideration demands on the system identified in Subsection A(1), the following components of the sewerage system must be determined to be adequate:
  - (a) Collector system to serve the proposed development is designed to accommodate expected ultimate peak gravity flows from the development and other developable land within the drainage area;
  - (b) Interceptors to serve the proposed development have sufficient available capacity to accommodate expected peak gravity flows from the development and other developable land within the drainage area; and
  - (c) Pumping stations and force mains receiving flows from the collector system in the drainage/service area have sufficient available capacity to accommodate ultimate peak flows from the proposed development and other developable land within the drainage area; and
  - (d) Pumping stations and force mains, receiving flows from interceptors to serve the proposed development, have sufficient available capacity to accommodate expected peak flow from the proposed development and other developable land within the drainage area; and
  - (e) Treatment plant(s) have sufficient available capacity to accommodate expected annual average and maximum daily loadings from the proposed development and other developable land within the drainage area.



- (f) The determination of whether a collector system, interceptor, treatment plant, pumping station or force main described in Subsection A(2)(a) through (e) of this section has sufficient available capacity shall be made after deducting from existing capacity any portion of that capacity that was created by the City or previous development in the service area over the previous 10 years,
- (3) The City sewerage system shall also be considered adequate under the following criteria:
  - (a) If there is compliance with Subsection A(2)(a) and (c) of this section and the City has funded projects for the improvement of the facilities necessary to comply with requirements of Subsection A(2)(b), (d), and (e) of this section.
  - (b) If there is compliance with Subsection A(2)(e) of this section and the developer agrees to construct the improvements to the system to meet the requirements of Subsection A(2)(a), (b), (c), and (d) of this section, or the developer executes an agreement with the City for improvements to the system to meet the requirements of Subsection A(2)(a), (b), (c), and (d) of this section. Under either scenario, the developer will be responsible for the cost(s) of these improvements directly attributable to the impact produced by the development. If the developer agrees to execute an agreement with the City for the improvements to the system to meet the requirements of Subsection B(2)(a), (b), (c), and (d) of this section, the agreement shall provide for the developer's proportionate share of the cost of sewage system improvements as reasonably determined by the Department of Public Works.
- (4) If the City sewerage system is found to be inadequate, then preliminary subdivision plans, site plans and extensions of previously approved preliminary subdivision plans shall not be approved.
- (5) Conditional review.
  - (a) If Subsection A(2)(a), (b), (c), (d), or (e) of this section prevents approval or the extension of a previous approval of a preliminary subdivision plat or site plan, the Department of Development Services may proceed with conditional review of the plat or plan and place it on a waiting list arranged by date of City Council approval and, for previously approved plans, by date of the request for the extension.
  - (b) Record plats, grading permits, and public works agreements for utilities or roads shall not be executed by the City until the proposed preliminary subdivision plan or site plan for the project is removed from the waiting list and approval or extension of the previous approval is granted. Removal from the waiting list shall occur only when the condition that prevented approval under Subsection A(2)(a), (b), (c), (d), or (e) of this section no longer exist(s).
- (6) Grandfathering.
  - (a) Unless an extension of the approval of the preliminary plat or site plan is granted in accordance with the City's Development Code, development conducted in accordance with a preliminary plat or site plan approved before the effective date of this chapter is exempt from the provisions of this subsection concerning the adequacy of the sewerage system.



- (b) If an extension of the approval of the preliminary plat or site plan is granted, the development shall be subject to the provisions of this subsection concerning the adequacy of the sewerage system.
- (c) If development is exempt from the provisions of this subsection concerning the adequacy of the sewerage system, execution of Development Agreements for such development is subject to availability of capacity in the sewerage system at the time of preparation of the public works agreements.

B. Water. All approval of nonresidential preliminary subdivision plans and site plans for development shall be subject to determination of adequate water capacity in accordance with this Subsection B.

- (1) The following current and anticipated demands on the water system shall be evaluated to determine adequacy of the system:
  - (a) Demands on the system generated or projected to be generated by existing connections;
  - (b) Buildings under construction that will be connected to the system;
  - (c) All committed allocations evidenced by payment of area charges and connection fees;
  - (d) All unexpired Development Agreements.
  - (e) All unexpired preliminary plans; and
  - (f) Properties that are anticipated to connect to the system on completion of a capital project then under construction or for which funding has been authorized, right-of-way acquisition completed, and construction plans completed.
- (2) Taking into consideration proposed demands on the system identified in Subsection B(1), the following components of the water system must be determined to be adequate:
  - (a) The water distribution system is capable of providing the required pressures and flows during the maximum day demand and the minimum required pressures for fire flows, resulting from the proposed development and other developable land within the drainage area, as established in the City's water and sewer design guidelines; and
  - (b) Booster stations and/or transmission mains in the service area have sufficient available capacity to provide maximum day demand and minimum required pressure for fire flow to the proposed development and other developable land within the drainage area; and
  - (c) Storage tanks in the service area have sufficient available capacity to provide peak hour demand in addition to fire flow to the proposed development and other developable land within the drainage area; and
  - (d) Source and treatment facilities in the service area have sufficient available capacity to provide maximum day demand to the proposed development and other developable land within the drainage area.
  - (e) The determination of whether a distribution system, booster station and/ or transmission main, storage tank, or source and treatment facility described in Subsection B(2)(a) through (d) of this section has sufficient available capacity shall be made after



deducting from existing capacity any portion of that capacity that was created by the City or previous development in the service area over the previous 10 years.

- (3) The City water system shall also be considered adequate under the following circumstances:
  - (a) If the City has funded projects for the improvement of the facilities necessary to comply with the requirements of Subsection B(2)(a), (b), (c), and (d) of this section.
  - (b) If there is compliance with Subsection B(2)(c) and (d) of this section and the developer agrees to construct the improvements to the system to meet the requirements of Subsection B(2)(a) and (b) of this section, or the developer executes an agreement with the City for improvements to the system to meet the requirements of Subsection B(2)(a) and (b) of this section. If the developer agrees to execute an agreement with the City for the improvements to the system to meet the requirements of Subsection B(2)(a) and (b) of this section, the agreement shall provide for the developer's proportionate share of the cost of water system improvements as reasonably determined by the Department of Public Works.
- (4) If the water system serving the proposed development is found to be inadequate, then preliminary subdivision plats, site plans, and extensions of previously approved preliminary subdivision plats and site plans shall not be approved.
- (5) Conditional review.
  - (a) If Subsection B(2)(a), (b), (c), or (d) of this section prevents approval or the extension of a previous approval of a preliminary plat or site plan, the Department of Development Services may proceed with conditional review of the plat or plan and place it on a waiting list arranged by date of City Council approval and, for previously approved plans, by date of the request for extension.
  - (b) Record plats, grading permits, and Development Agreements for utilities or roads shall not be executed by the City until the plan for the project is removed from the waiting list and preliminary approval or extension of the previous approval is granted. Removal from the waiting list shall occur only when the condition that prevented approval under Subsection B(2)(a), (b), (c), or (d) of this section no longer exists.
- (6) Grandfathering.
  - (a) Unless an extension of the approval of a preliminary plat or site plan is granted in accordance with the City's Development Code, development conducted in accordance with a preliminary plat or site plan approved before the effective date of this chapter is exempt from the provisions of this subsection concerning the adequacy of the water system.
  - (b) If an extension of the approval of the preliminary plat or site plan is granted, the development shall be subject to the provisions of this subsection concerning the adequacy of the water system.
  - (c) If development is exempt from the provisions of this subsection concerning the adequacy of the water system, execution of Development Agreements for such development is subject to availability of capacity in the water systems at the time of preparation for the Development Agreement.



C. Roads. All approval of nonresidential preliminary subdivision plans and site plans for development shall be subject to determination of adequacy of road intersections in accordance with this Subsection C.

(1) Traffic impact analysis (TIA).

- (a) The developers of any project projected to generate 25 new peak-hour trips or 200 trips per day using the latest version of the ITE Trip Generation Manual are required to submit a TIA to determine the level of service (LOS) of road intersections within the study area. If a development will generate fewer than 25 new peak-hour trips or 249 total trips per day, or if the LOS of an affected intersection is graded "E" or "F," the City may, at its discretion, require a TIA.
- (b) The TIA shall be conducted by a traffic engineering firm that is agreed upon by the City and the developer, to include specific requirements as established by the Department of Public Works. All costs for this TIA shall be borne by the developer.
- (c) The TIA shall be prepared, signed, and sealed by a traffic engineer, or a civil engineer licensed in the State of Maryland who is qualified to practice traffic engineering.

(2) Minimum requirements for a TIA and intersection adequacy.

- (a) Trip generation projections shall be determined by utilizing methods set forth in the latest version of the ITE Trip Generation Manual.
- (b) The minimum acceptable level of service in nonresidential districts shall be "D."
- (c) The study area shall be determined by City staff, who shall consider the following when determining the parameters of the study area and the requirements and sufficiency of the TIA:

[1] Study area.

- [a] The typical study area for a TIA shall consist of a minimum area encompassed by a radius of 1/4 mile from the site to be developed, and shall include collector or higher-functioning classification road intersections from all approaches to the site as specified in the current edition of the City's Comprehensive Plan. This area may include intersections which are subject to the jurisdiction of the TxDOT or Travis County. Coordination with these government agencies may be required.
- [b] If the one-fourth-mile radius does not include a collector or higher-functioning classification road intersection, the City may require the inclusion of the nearest collector or higher-functioning classification road intersection as part of the study area.

[2] Design year. The design year shall be the projected date of completion of the project as outlined in the public works agreement for that project.

[3] Trip generation requirements for nonresidential project TIAs.

- [a] Existing traffic counts shall be conducted within a twelvemonth period of the submittal date of the TIA. Traffic counts should be taken on a Tuesday,



Wednesday, or Thursday, not following a holiday unless approved by the City. If a school is located within the TIA study limits, traffic counts must be taken while school is in session.

- [b] Trip generation for each land use shall be obtained by utilizing the current edition of the ITE Trip Generation Manual. The land use code in the Manual shall be indicated for each category. Where a land use is not recognized within the ITE Manual or where local conditions indicate fewer trips than projected by the ITE standard for a particular land use, local trip rates may be developed; however, the data must be submitted to the City with supporting documentation prior to approval of the rates.
  - [c] For developments generating peak trip numbers on weekends, the City may require the TIA to include traffic counts on either Saturday or Sunday (depending upon which day best reflects the proposed land use's peak operation), and the TIA shall include a traffic report for a single peak hour. Operational analyses may be required as well. Passby and diverted trip reduction factors may be considered for certain uses if City staff permits.
- [4] Trip distribution and assignment.
- [a] Any of the following methodologies may be acceptable for the purpose of determining trip distribution in a TIA:
  - [b] Gravity model. This technique may require calibration prior to its use if utilizing an old gravity model for the study area.
  - [c] Utilization of demographic data.
  - [d] Current directional distribution. (NOTE: This may be unacceptable if the directional distribution will change before the design year to future changes in the land use or transportation system improvements.)
  - [e] City staff shall approve the methodology to be used in the study.
- [5] Capacity analysis in a TIA.
- [a] Capacity analyses shall be performed for all intersections, roadways, ramps, weaving sections, internal circulation, and access points. The analysis shall be in accordance with the latest published version of the Highway Capacity Manual (HCM). Other types of capacity analysis may be requested, such as critical lane, depending on requirements of other jurisdictions with road systems within the City. It may also be necessary to complete traffic progression analysis, utilizing such programs as the HCM or Synchro. Queuing analyses may be required to determine both on- and off-site situations where queuing could impact the roadway/internal site operation.
  - [b] Unsignalized intersections not meeting the adopted level of service established in Subsection C(2)(b) shall be required to complete a traffic signal warrant analysis. Unsignalized intersections will be evaluated based on the level of service on the minor approaches to the intersection. Accident history of the intersection shall be considered as well.



[c] When analyzing background and future conditions, only capital projects with one-hundred-percent funding may be utilized. Other road improvements associated with other developments that have approved plans and an executed public works agreement or TxDOT highway access permit(s) may be utilized as well.

[6] Peak-hour observations. The City may require peak-hour observations performed by a qualified traffic engineer in a TIA. The observation shall be conducted at the direction of the City to address specific operational issues related to the proposed project. The specific traffic concerns of the City will be presented at the preliminary plan meeting. Documentation of the observations shall be included in the TIA, along with recommendations to address traffic deficiencies.

[7] Recommendations. If any intersection within the study area has any of the failing conditions listed in Subsection C(2)(b) or C(2)(c)[5][a], the TIA shall recommend mitigating improvements. The improvements shall be described in the TIA and should include a basic concept plan that illustrates the recommended improvements. The recommended improvements should be achievable utilizing the latest AASHTO, TxDOT, or Travis County guidelines. A TIA without specific recommendations to mitigate negative impacts shall not be considered complete. If recommended improvements are approved by the City, the developer shall implement the recommendations in the TIA at the developer's sole expense.

[a] If the TIA determines the existing LOS does not meet the minimum requirements in the study area, the developer need only mitigate the portion of traffic impact generated by the development to ensure that post-development traffic conditions are no worse than predevelopment levels.

[b] If the TIA determines a developer is subject to mitigate its portion of trips generated from the site, the developer shall construct the improvements as stipulated by the Department of Public Works. In the event the Department of Public Works determines the developer is unable to provide the improvements because of the inability to acquire the necessary rights-of-way, the physical constraints of the property, or state or federal regulations, the developer, prior to issuance of the first building permit, shall deposit into an escrow account with the City 125% of the funds necessary to cover the costs of the improvements as determined by the City. The City shall continue to hold the money in escrow until such time as the improvements are able to be constructed. In no event, however, shall the money be retained by the City for longer than 10 years from date of deposit. At the conclusion of the 10 years, the existing owner of record may request a refund. If such a request is not made within 365 calendar days of the conclusion of the 10 years, the escrowed money shall revert to the City for use in improvement of roads and related structures within the City's right-of-way.

(3) Conditional review.

(a) If the requirements of this subsection prevent approval or the extension of a previous approval of a preliminary subdivision plat or site plan, the Department of Planning and Community Development may proceed with conditional review of the preliminary plat or



site plan and place it on a waiting list arranged by date of City Council approval and, for previously approved plans, by date of the request for extension.

- (b) Record plats, grading permits, and public works agreements for utilities or roads shall not be executed by the City until the project is removed from the waiting list and preliminary subdivision plat or site plan approval or extension is granted. Removal from the waiting list shall occur only when the condition that prevented approval under condition of this subsection no longer exists.
- (4) Grandfathering.
- (a) Unless an extension of the approval of the preliminary subdivision plat or site plan is granted in accordance with the City's Development Code, development conducted in accordance with a preliminary plat or site plan approved before the effective date of this chapter is exempt from the provisions of this subsection concerning the adequacy of the roadways.
  - (b) If an extension of the approval of the preliminary plat or site plan is granted, the development shall be subject to the provisions of this subsection concerning the adequacy of the roadways.

#### **Development of agreements.**

The Director of Public Works shall develop agreements with developers to implement the provisions of 4B, 4C, 5A and 5B of this chapter. In addition to such other provisions that the Director of Public Works deems necessary or desirable, agreements shall include:

- A. The identity of the parties and the development project to which the agreement applies.
- B. A description of improvements to the sewerage system and water system components for which the developer agrees to pay the developer's proportionate share of the cost of sewerage system and water system improvements.
- C. The percentage and amount of the developer's proportionate share of the cost of sewerage system and water system improvements as reasonably determined by the Director of Public Works.
- D. Provisions and a schedule for the developer, and its successors and assigns, to pay the developer's proportionate share of the cost of sewerage system and water system improvements.
- E. Provisions for enforcement of the developer's agreement to pay the developer's proportionate share of the cost of sewerage system and water system improvements, including providing for a lien on the developer's property to secure the repayment of the developer's agreement.



**Development of policies.**

The Director of Public Works shall develop policies that establish a uniform methodology for the Director to determine developers' proportionate shares of the cost of sewerage system and water system improvements in sewer and water service areas. In addition to such other provisions that the Director of Public Works deems necessary or desirable, the methodology shall take into account the following:

- A. The estimated loading, expressed in equivalent dwelling units, of sewerage and water system components for the service area in which the developer's property is located.
- B. Deficiencies in the sewerage and water system components for the service area in which the developer's property is located.
- C. The estimated cost of improvements to the sewerage and water system components to eliminate deficiencies.
- D. A determination and comparison of estimated water and sewer usage, expressed in equivalent dwelling units, for the developer's property and for all other developable properties in the sewerage and water service areas. The determination and comparison for all other developable properties in the service areas shall be computed upon the maximum development potential for each such property in accordance with that property's zoning classification.
- E. A determination of a developer's pro-rata share of the cost of improvements needed to remedy deficiencies in the sewerage and water system components for the service area in which the developer's property is located.



## Conceptual Plan Approval Criteria

The Conceptual Plan approval criteria per SLDC §4.9.9.6. are addressed below:

### 1. *Conformance to the Sustainable Growth Management Plan;*

The Conceptual Plan is consistent with principles, goals, policies, and strategies of the SGMP, as outlined below:

**§1.4.1.3:** *Allow sensitive infill development in appropriate areas. The proposed subdivision is on presently undeveloped land surrounded by residential subdivisions of a similar scale and density. The project represents infill development that is sensitive to its surroundings and appropriately located.*

**§1.4.2.20.** *Ensure that building projects are planned, designed, constructed, and managed: to minimize adverse environmental impacts; to conserve natural resources; to promote sustainable development; and to enhance the quality of life in Santa Fe County. The proposed subdivision is designed to minimize impacts, to promote infill development within the County's secondary growth area (SDA-2), and to increase quality of life by increasing the supply of high-quality housing options and by providing ample open space and trails for the residents to enjoy.*

**§1.4.2.24.** *Require that new developments reflect the transportation network of the region and provide a framework of inter-connectivity of the road network and pedestrian and bicycle systems; The proposed subdivision connects to the existing road network. Thirty (30) of the lots connect via Agua Fria Road and the remaining twenty-six (26) lots connect via Rufina Street. In an effort to reduce through traffic in the proposed subdivision between two arterial corridors and create a more pedestrian-friendly development, the north and south access roads are not connected to one another. This approach reduces the Project's impact on the roadway network and is supported by the City, who governs Rufina Street and adjacent portions of Agua Fria Road in this location.*

**§6.1.2.1.** *Permanently protected open space. The protection and preservation of open space is essential to addressing the impacts of development. As stated above, 5.51 acres*



**§2.2.4.5. Land Use Compatibility. The proposed subdivision is compatible with the development pattern and lot sizes in the surrounding area.**

2. *Viability of the proposed phases of the project to function as completed developments in the case that subsequent phases of the project are not approved or completed; The project will be constructed in one phase.*
3. *Conformance to applicable law and County ordinances in effect at the time of consideration, including required improvements and community facilities and design and/or construction standards. The Conceptual Plan and the associated design features and infrastructure improvements comply with all applicable provisions of the SLDC.*

#### **Access and Traffic**

The TIA was also required as part of the application process, not after.

#### **Terrain management.**

##### **Archaeology**

The Project is located in an area of High Potential for Discovery of Archaeological Resources. An archaeological survey was conducted by Wonderstone, LLC, and a survey report is submitted with this application (Exhibit J). The purpose of the survey was to determine whether significant cultural resources that could be impacted by the development of the land were present.

The findings of this survey resulted in the discovery of an acequia lateral remnant and the recording of 14 isolated occurrences (IOs) that included three prehistoric items. The acequia segment consists of a weed and grass covered shallow U-shaped ditch that has been filled in with sediment at both ends and partially covered with the placement of four tree stumps. The southwestern half of the ditch is eroded into a broad and nearly flat swale. The site is a portion of Ditch 37 that at one time linked to a larger irrigation system around 1909. The acequia lateral is no longer in use, and modern development in the area has removed almost all traces of the former irrigation system. According to the survey report, it is believed that the recordation process has exhausted the information potential of the acequia remnant and the IOs and that these cultural materials should not be considered eligible for listing on either the National Register of Historic Places or the New Mexico State Register of Historic Properties. As such, the survey report recommends that no further archaeological investigations be required for this project.

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### **Environmental Impact Report**

According to the Environmental Impact Report (Exhibit K), *“The development is proposed in an area of similar existing residential developments, indicating that the cumulative effects will likely be small and largely consistent with the impacts already realized by previous development. Primary impacts from the proposed development include some plant and habitat loss that would likely affect individuals, but are not likely to result in loss of species viability or critical habitat when in use. Air quality impacts would be limited to localized areas near ongoing construction.”* Furthermore, *“No significant impact to scenic resources is anticipated, beyond those already realized from neighboring developments.”*

### **Geotechnical Report**

The attached Geotechnical Evaluation Report (Exhibit L) provides detailed analysis of the existing soils types in relation to the proposed development. Laboratory analyses were performed on representative soil samples to aid in material classification and to estimate pertinent engineering properties of the on-site soils for preparation of this report. The report outlines design and construction recommendations for the project.

### **Fiscal Impact Analysis**

Southwest Planning & Marketing conducted the Fiscal Impact Analysis (FIA) in accordance with SLDC Chapter 6. Findings are described in great detail in the FIA report attached as Exhibit M. Highlighted results:

- After adjusting for inflation, total expected annual property tax income to Santa Fe County beginning in 2023 is projected to be \$70,306.00.
- Projected property tax revenues are expected to total \$374,872.00 between 2022-2027 (after further adjustments for inflation).
- Santa Fe County will not be burdened with significant costs resulting from the Los Brios development and any such costs will be offset through the generation of gross receipts taxes, property taxes, and/or fees paid by the Project.
- Required infrastructure and maintenance costs will be borne 1) initially by the developer and 2) later by the homeowners' association, including: roads, environmentally sensitive areas, storm water management systems, trails, parks, open space, etc.



### **Adequate Public Facilities Assessment (APFA)**

The subject property is located in SDA-2. The following Adopted Levels of Service (LOS) apply for this site (continues on next page):

### **Pre-Application Neighborhood Meeting**

A Pre-Application Neighborhood Meeting was conducted on February 22, 2022 via Zoom. Five members of the public were in attendance. The meeting notes and attendance roster are attached as Exhibit P.



# TEXAS MUNICIPAL LAW Bulletin™

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## LEGISLATIVE ALERT: PLAT APPLICATION SHOT CLOCK

**Bill Numbers & Authors / Sponsors:** House Bill 866 (Oliveron), Senate Bill 259 (Springer)

**Description:** Prohibiting various municipal and county application processes regarding the approval or disapproval deadline for plats and plans (the *shot clock*) including: prerequisites, conditions, and requests before plat filings, refusing to act upon receipt of applications, and delaying start date for various deadlines or creating new deadlines via mutual agreement.

**Amend / Enact:** Amend Local Government Code § 212.009, § 214.904, and § 232.00285.

**Summary:** These companion bills would prohibit municipalities from:

1. requiring prerequisites or conditions, or requesting additional information from an applicant before a plat is filed;
2. delaying the starting date for calculating deadlines to approve a plat application by not considering the date the application was filed;
3. refusing to accept, acknowledge, process, or act upon a submitted or received plat application; or
4. entering into voluntary agreements with applicants to alter the deadline to approve an application.

**Implications:** Every municipality is different. Each organization has varied staff resources, volunteer boards, and meetings schedules. This bill adds more pressure to local administrations without regard to local capabilities. It also enables applicants to submit insufficient information for municipalities to make sound decisions.

If implemented these bills would impose additional restrictions and limitations on municipalities' processes to evaluate and approve applications. These bills preempt local authority and erode the ability of a community to determine its own policies and procedures.

Additionally, a pending request for an Attorney General opinion regarding the current shot clock statute may further impact municipalities' land use application processes.



*This educational message was sent as a courtesy to clients, friends and colleagues of the Firm. If you do not wish to receive such email messages in the future, please reply to the sender, or e-mail your request to be removed from this mailing list to [Info@TexasMunicipalLawyers.com](mailto:Info@TexasMunicipalLawyers.com). This document constitutes neither legislative advocacy nor legal advice.*

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## **Section 20 Tree Preservation And Landscaping Requirements**

(a) Definitions. The following definitions shall apply to this section:

“Allowable Building Area” shall mean the area below and extending thirteen (13) feet beyond the building foundation, including any patios or porches.

“Clear cutting” shall mean the removal of substantially all trees from any property by any means other than a flood, tornado or other natural disaster.

“Native Tree” means any Live Oak, Spanish Oak, Cedar Elm, Shin Oak, Bald Cypress, Post Oak, Pecan, Bur Oak or other such tree indigenous to Central Texas.

“Permeable Surface” shall mean any ground surface that allows for the absorption of water and is not covered by a structure or materials that would prevent the absorption of water.

“Protected Tree” shall mean any tree, except an ashe juniper with a main trunk diameter of ten (10) inches or larger measured at forty (40) inches above ground.

“Shrub” shall mean a self-supporting perennial plant which has leaves.

“Small Native Tree” means Texas Madrone, Black Cherry, Texas Mountain Laurel, Evergreen Sumac, Mexican Buckeye, Flameleaf Sumac, or Texas Persimmon.

“Tree” shall mean any self-supporting woody perennial plant which has a trunk and branches. It may appear to have several stems or trunks as in several varieties of oak and ashe juniper. A tree has a more or less definitely formed crown, usually attaining a mature height of at least eight (8) feet.

“Tree Survey” shall mean a diagram or drawing, prepared by a registered professional land surveyor unless specifically exempted below, which accurately depicts the location and approximate size of all protected trees on a lot and shall include a legend that identifies and differentiates protected trees to be removed and those to be retained.

“Yard Area” shall mean the front, side and rear-yard areas as required under the zoning ordinance and the zoning district requirements applicable thereto.

(b) Clear cutting of trees and replacement of trees. Clear cutting of all trees from any property shall be restricted based upon the requirements of this section.

(c) Removal of protected trees. Permit required.

(1) No person shall remove or cause the removal of any protected trees without first securing a separate permit or a construction permit that includes the removal of such tree or trees except as follows:

(A) within the “allowable building area” as noted in subsection (e)(4)(A) below, and

(B) as provided for in subsection (m) below.

(2) All permits that include the removal and/or replacement of a protected tree or trees shall be issued by the City of Lago Vista through its Development Services Department. The City staff, Planning and Zoning Commission and the City Council may consider tree



removal and replacement as an element of any application for development approval over which they have authority.

- (3) Applications for the tree removal and/or replacement permit that are distinct from other construction permit applications must be made in the format designated by the City and shall be signed by the owner of the affected property or their designated representative. All tree removal and/or replacement permit applications shall include a current tree survey depicting the location of all protected trees on the property on which the tree or trees to be removed are located. Subject to prior written documentation from the Development Services Department verifying the size of no more than three protected trees proposed for removal, a registered professional land surveyor shall not be required to certify the required tree survey. The fees charged for the issuance of the permit and the removal and/or replacement of protected trees shall be established by the Lago Vista City Council through its Fee Ordinance.
  - (4) The approval of a site development plan or building permit for a particular tract of property may serve as the Protected Tree Removal Permit so long as the required tree survey is included along with the site development plan or the building permit application and the removal of specific protected trees is appropriately identified. All removal and/or replace fees shall be paid prior to the issuance of either a temporary or permanent certificate of occupancy.
  - (5) A Protected Tree Removal Permit may include authorization for the removal of one or more protected trees on a particular lot.
  - (6) A Protected Tree Removal Permit shall not be required in those instances in which the City of Lago Vista has determined that removal of the protected tree is necessary in order to prevent the spread of Oak Wilt or other disease in accordance with Subsection (m)(1) below, and/or to eliminate a hazard to public health or safety as deemed necessary by any federal, state or local authority.
  - (7) The permit authority may approve the tree removal, deny the removal, approve removal with replacement, require a fee for removal in accordance with subsection (e)(6) below, or any combination thereof.
- (d) Nonpoint Pollution Permit Required. In any case of tree removal involving the disturbance of soil, such as with the use of heavy equipment, stump removal, or removal/clearing of ground cover, a nonpoint source pollution permit in accordance with the Highland Lakes Watershed Ordinance adopted by the City is required.
- (e) Replacement of Protected Trees Required.
- (1) Every effort shall be made to allow for as many protected trees, native trees and small native trees to remain on the property as possible. During the building design phase, courtyards, alcoves, and innovative shapes shall be considered. Winding sidewalks and driveways shall also be employed to preserve protected trees when possible. Parking lots shall be designed to incorporate and preserve as many protected trees as possible. Patios and decks shall be designed and located to avoid protected trees.
  - (2) Any person removing or causing the removal of a protected tree or trees from any property within the City of Lago Vista without a permit issued in accordance with this chapter shall be required to provide for the replacement of the protected trees or otherwise comply with the provisions of this section.
  - (3) Selection of replacement trees shall include trees listed in subsection (k) of this section and shall be a minimum of two (2) inches caliper measured forty (40) inches above ground level.



- (4) The cumulative total caliper inches of replacement trees shall be required to meet or exceed the cumulative total caliper inches of any and all protected trees removed from a tract or property as follows:
- (A) Caliper inches of protected trees in the allowable building area shall be replaced or assessed fees at a ratio of 1:1;
  - (B) Caliper inches of protected trees between 10 inches and 36 inches in diameter measured at forty inches above the ground shall be replaced or assessed fees at a ratio of 1.5:1, reduced to 1:1 if minimum 3-inch caliper replacement trees are provided; and
  - (C) Caliper inches of protected trees larger than 36 inches in diameter measured at forty inches above the ground shall be replaced or assessed fees at a ratio of 2:1, reduced to 1.5:1 if minimum 3-inch caliper replacement trees are provided.
- (5) The placement of replacement trees shall not be allowed within any public utility or drainage easements, natural drainage ways or in any location which limits site distances for vehicular traffic along roadways, rights-of-way, or driveway/roadway intersections.
- (6) Replacement trees for nonresidential and multifamily development shall be located as follows:
- (A) within a buffer area between the development and one- or two-family zoned property or residences;
  - (B) in an area between parking lots and a street;
  - (C) in an area between building(s) and a street; and/or
  - (D) within parking lots.
- (7) If it is not possible or feasible to provide for the replacement of the total number of inches of protected trees to be removed, the owner or controlling agent of the property shall pay a fee to the City of Lago Vista in lieu of tree replacement in accordance with Appendix A, Fee Schedule. Any such fees collected by the City shall be placed in a special fund and the use of these funds shall be restricted for the planting of trees on City property or other areas as determined by the City Council.
- (8) In addition to the required tree survey, all protected trees to be removed shall be depicted on the site plan for the project, including those in the allowable building area. The fee for any removed protected tree that can be detected on aerial or other available imagery, but not documented on the required tree survey shall be assessed as if 36 caliper inches, measured 40 inches above the ground.
- (f) Multifamily and Nonresidential Development. All multifamily and nonresidential developments within the City are required to submit a Landscape Plan as part of the Site Development Plan and Design Review required for obtaining a permit. While the City encourages the use of native vegetation, xeriscaping and other forms of landscaping to promote water conservation and to retain the natural appearance of the community, all landscape plans and the resulting landscape shall meet the minimum standards of this section.
- (1) Landscaping in multifamily and non-residential areas shall be in compliance with the landscape plan approved by the City of Lago Vista and in accordance with this section.
  - (2) Areas of permeable surface, except the areas of retention and/or detention ponds, shall be landscaped with areas designated as lawn, rock garden or plant bedding area. All such area shall have sufficient topsoil to support indicated plant life and comply with the



erosion control requirements within Chapter 3. The City encourages the use of grasses such as buffalo grass to promote water conservation. Areas designated plant bedding shall have sufficient topsoil and other required materials to support the scheduled plants. The landscaped areas shall be separated from parking and other paved areas by concrete, stone or brick curbing.

(3) A minimum number of trees and their location shall be according to the following:

- (A) Within parking lots: One shade (not ornamental) tree for every eight parking spaces. Trees may be clustered and uniform planting is not required.
- (B) Within areas between a parking lot and a street: One tree for every 40 linear feet of street. Planted trees shall be at least 20 feet from another tree. Trees under existing power lines shall be ornamental trees.
- (C) Within residential buffers: Where the development adjoins land used or zoned for one- or two-family development: one shade (not ornamental) tree for every 25 linear feet uniformly spaced.
- (D) Planted trees shall be in planting area of at least 64 square feet and no dimension shall be less than eight feet.

(4) Trees required by this section shall be a minimum caliper of two (2) inches measured forty (40) inches from the ground and six (6) feet in height when planted, and shall be one of the species listed in subsection (k), or any other ornamental trees approved by the City.

(5) Retention and Detention Ponds. Exterior walls of retention and/or detention ponds above grade level shall be faced with stone, brick or similar decorative facing, or screening by planting of shrubbery or vines of a type suitable for this area, and as approved by the City.

(6) An owner shall maintain required landscaped areas in a healthy condition, free from diseases, pests, weeds and litter in accordance with generally accepted horticultural practices. An owner who receives notification from the City that plants on site are dead, diseased or severely damaged shall remove the plants within sixty (60) days from receipt of such notification and shall replace the plants within six (6) months after notification or within the next planting season whichever comes first. Any owner who is required to replace plants must use the same species and size of plants shown on the approved landscaping plan or equivalent quality and size.

(g) Landscaping in One- and Two-Family Residential Areas.

(1) Prior to the issuance of a Certificate of Occupancy, area of permeable surface within the boundaries of a one- or two-family residential property shall be landscaped with front and side areas designated as lawn, rock garden or plant bedding area. All such areas shall have sufficient topsoil to support indicated plant life and comply with the erosion control requirements within Chapter 3. The City encourages the use of grasses such as buffalo grass in order to promote water conservation. The areas designated plant bedding shall have sufficient topsoil and other required materials to support the provided plants. At least six (6) shrubs will be required to be located on the property preferably in the plant bedding area.

(2) A minimum number of trees per lot are required as provided in the following:

Lot Size	Number of trees required
1–8000 square feet	2



8,001–10,000 square feet	3
10,001–14,000 square feet	4
14,001–18,000 square feet	5
18,001 square feet or more	6

(3) An owner shall maintain:

- (A) required landscaped areas in a healthy condition, free from diseases, pests, weeds and litter in accordance with generally accepted horticultural practices;
- (B) the required number of shrubs and trees; and
- (C) required accessory building screening and landscaping.

(4) An owner who receives notification from the City that plants on site are dead, diseased or severely damaged or missing shall remove the plants within sixty (60) days from receipt of such notification and/or shall replace required plants within six (6) months after notification or within the next planting season whichever comes first. Any owner who is required to replace plants must use the same species and size of plants shown on the approved landscaping plan of equivalent quality and size.

(h) Alternative Landscape Plan. In lieu of meeting the requirements of this section, an applicant may submit an alternative landscape plan to the approving authority. The plan should be superior to what could be achieved from following the specifications of this section.

(i) Certificate of Occupancy. Prior to the issuance of a Certificate of Occupancy, properties will be inspected to ensure compliance with any approved landscape plan for the development and with this section. Failure to comply with the approved landscape plan and/or the provisions of this section may result in a denial of the Certificate of Occupancy by the City.

(j) Tree Protection During Construction and Tree Protection Zone.

(1) During any construction or land development, the developer or property owner shall take reasonable care to avoid damaging any trees that are to remain on the lot or site. The developer or property owner shall not allow any cleaning of equipment or tools nor the disposal of any waste material such as, but not limited to, paint, oil, solvents, asphalt, concrete, mortar, etc, under the canopy of any tree or groups of trees. Trees to remain after construction is complete should be protected from possible injury during construction. Tree protection measures shall be shown on the required landscape plan.

(2) For trees that are to be preserved, a root protection zone according to the following shall be established. The area of the root protection zone shall be at least an area with a radius of six inches for each inch of main trunk measured 40 inches above the ground. The area need not be uniform and can be at no point closer than five feet from the trunk. There shall be no disturbance in the root protection zone. The root protection zone of more than one tree may overlap. The maximum size of the root protection zone shall be 1,000 sq. ft.

(k) Preferred Trees. Replacement trees required by the provisions above and any new required trees to be planted shall be a minimum of two (2) inches caliper measured forty (40) inches from the ground and six (6) feet in height when planted, and shall be one of the following species of tree or any other ornamental trees approved by the City. Planting shall be completed in accordance with best practices established in the Tree Care Kit published by the Texas A&M AgriLife Extension Service and the Native Tree Growing Guide for Central Texas available from



the City of Austin.

American Elm	American Smoketree	Bald Cypress
Big tooth Maple	Blanco crab apple (ornamental)	Bur Oak
Carolina Buckthorn	Cedar Elm	Chinese Flame
Chinese Pistachio	Chinquapin Oak	Crape Myrtle (ornamental)
Chitalpa	Deciduous Holly (ornamental)	Desert Willow (ornamental)
Elm	Flame leaf Sumac	Lacebark
Live Oak	Mexican Buckeye	Mexican Plum
Monterey Oak	Montezuma Cypress	Pecan
Rough Leaf Dogwood	Texas Persimmon	Texas Red Bud (ornamental)
Western Soapberry		

(l) Removal/Eradication of stumps required.

- (1) In the event that any trees of any kind are cut on a lot, the owner of the lot or the owner's agent will be required to remove, grind or otherwise eradicate the stump of the cut trees in a manner in which the stump will not be noticeable from surrounding properties or the street right-of-way. Stump removal shall occur within 60 days of cutting.
- (2) For purposes of this section, a stump will not be considered visible if the top of the stump does not exceed two (2) inches above the surface of the lot at location of the stump.
- (3) Removal of one or more stumps from a lot through excavation or bulldozing will require the installation of temporary and permanent erosion and sedimentation controls as deemed necessary by the City of Lago Vista and compliant with the requirements within Chapter 3. Re-vegetation of any area disturbed by the removal of trees or stumps must be accomplished with sixty (60) days of the removal absent the express written permission of the permitting authority. Erosion and sedimentation controls must be maintained in an appropriate manner to ensure their effectiveness and aesthetic appearance until such time as new vegetation is permanently established in the disturbed area(s).

(m) Exceptions. The following shall be exemptions to this section.

- (1) Trees certified as dead or diseased by an arborist or registered landscape architect at the time of a tree survey required by any permit shall not result in a replacement obligation under the provisions of this section. In addition, any or all trees on a property that are infested with a contagious disease, such as oak wilt, shall be promptly removed in accordance with the requirements of other chapters within the Lago Vista Code of Ordinances. When certified by an arborist or registered landscape architect, removal of trees with a contagious disease shall not result in a replacement obligation. However, any dead or dying tree not caused by a contagious disease but required as a result of permitted improvements shall be replaced as specified herein. The City may require certification by an arborist or licensed landscape architect to verify that a tree is dying.
- (2) During the state of an emergency, as declared by the City, the requirements of this chapter may be temporarily waived for a period of time as may be deemed necessary by the City.



- (3) All licensed plant or tree nurseries shall be exempt from the terms and provisions of this chapter only in relation to those trees planted and growing on the premises of said licensee, which are so planted and growing for the sale or intended sale to the general public in the ordinary course of said licensee's business.
- (4) Utility companies franchised by the City may not remove trees without a permit, except in emergency situations which endanger public safety and welfare by interfering with utility service that is contained within rights-of-way or easements.
- (5) Fire department personnel actively engaged in fighting a fire may remove as many trees as necessary to aid in containment or suppression of the fire.
- (6) Any lot which does not have, as of the effective date of this chapter, the minimum number of required trees or shrubs shall be exempt from any requirement to add trees or shrubs unless a building permit, design review or site development plan review is requested for that property. However, this exception shall not exempt a property owner from the requirement to replace dead or diseased trees under the provisions of (m)(1) above.

(n) Failure to Comply.

- (1) Failure to obtain a permit prior to the removal of a protected tree will result in a permit fee which is double the fee per caliper inch as the fee established in the Fee Ordinance for the City of Lago Vista.
- (2) Failure to comply with this chapter may result in the imposition of additional fees and penalties as contained in this section.
- (3) In those cases in which a tree is removed without permit and that tree may have been a protected tree under this chapter the City will rely on any and all available evidence to determine if a violation of this chapter has occurred. For enforcement purposes the City will consider that any stump remaining on the property which is ten (10) inches or more in diameter measured at ground level or higher was a stump of a protected tree as defined by this chapter. See also Section (e)(7) above.
- (4) Failure to install landscaping as required by this chapter shall be considered a violation of the building permit and a violation of this chapter. The construction shall not be considered complete until all landscaping is installed as required.

HISTORY

Amended by Ord. [20-06-04-01](#) on 6/4/2020



	Planned Year	Street Name	From	To	Length	Avg Width	SY	Original Type of Treatment Proposed	Current Condition of Roadway	Base Work Needed (Y/N)	Ditch Work Needed (Y/N)	Utilities Installed for this Entire section (Y/N)	Total # of Lots for this Section	Total # of Houses	% Built Out	Total Est. Cost (Mill + Overlay)
1	2023	Santa Carlo Ave	American	End	1976	22	4830	1.25" overlay	fair	n	Y	n	26	20	77%	\$ 83,225
2	2023	Burnside Circle	Boone	Boone	1158	22	2831	Slurry Seal	fair	n	Y	y	24	16	67%	\$ 48,772
3	2023	Winthrop Cove	Santa Carlo	End	605	22	1479	Crack Seal/Fog Seal	fair	n	Y	Y	14	9	64%	\$ 25,481
4	2023	Comstock Cove	Coyote	End	491	26	1418	Fog Seal	fair	n	Y	y	24	14	58%	\$ 24,440
5	2023	Truman Cove	Patriot	End	662	22	1618	1.5" overlay	fair	n	Y	Y	19	11	58%	\$ 27,882
6	2023	Spanish Oak	Ridgeview	Ridgview	1532	23	3915	Fog Seal	fair	n	Y	Y	26	15	58%	\$ 67,457
7	2023	Avienda Ann	Fawn	Park	1240	22	3031	Fog Seal	fair	n	N	y	23	13	57%	\$ 52,226
8	2023	Sleepy Hollow Ln	Surry	Sierrea	809	22	1978	Micro Surface	fair	n	Y	N	15	8	53%	\$ 34,073
9	2023	Rock Park Ln	Outpost	National	1733	22	4236	Fog Seal	good	n	Y	y	30	15	50%	\$ 72,990
10	2023	Santa Rosa E	American	Santa Paula	2254	22	5510	Base Repair/overlay	poor	n	Y	N	42	18	43%	\$ 94,933
11	2023	Wilson Ave	Santa Carlo	Boggy	2099	22	5131	1.25" overlay	poor	n	Y	y	46	17	37%	\$ 88,405
12	2023	Emerald Rd	Boggy	Blue Jay	590	22	1442	Micro Surface	fair	n	n	y	9	3	33%	\$ 24,849
13	2023	Santa Domingo Ln	Boggy	Santa Alto	915	22	2237	1.25" overlay	poor	n	Y	n	19	6	32%	\$ 38,538
14	2023	Brewer	Paseo De Vaca	Deepwood	1097	24	2925	1.25" overlay	very poor	y	Y	y	20	6	30%	\$ 50,403
15	2023	Deede Dr	Paseo De Vaca	Avenida Ann	2375	22	5806	1.25" overlay	poor	n	Y	n	51	15	29%	\$ 100,030
16	2023	Cedar Ridge Dr	Paseo	Deepwood	1571	22	3840	Fog Seal	fair	n	Y	N	24	7	29%	\$ 66,167
17	2023	Broken Arrow Drive	Arrowhead	El Dorado	1138	22	2782	Fog Seal	fair	n	Y	N	19	5	26%	\$ 47,930
18	2023	High Dr	Rockwood	National	1892	22	4625	1.25" overlay	very poor	y	Y	n	36	9	25%	\$ 79,687
19	2023	Stillwood Ln	Oak Dale	Outpost	1183	21	2760	1.25" overlay	poor	n	N	n	21	5	24%	\$ 47,561
20	2023	Santa Paula	American	End	1215	22	2970	1.25" overlay	poor	y	Y	n	26	6	23%	\$ 51,173
21	2023	Santa Carlo Ave	Boggy	American	1704	22	4165	1.25" overlay	fair	n	Y	n	26	6	23%	\$ 71,769
22	2023	Seminole	Country Club	End	520	22	1271	1.25" Overlay	fair	n	Y	N	9	2	22%	\$ 21,901
23	2023	Bluff Ridge Trl	Blue Sky	Bar K Ranch rd	550	21	1283	Fog Seal	good	n	Y	y	9	2	22%	\$ 22,112
24	2023	Pope Dr	American	Truman	1258	22	3075	Fog Seal	good	n	Y	y	27	6	22%	\$ 52,984
25	2023	Buena Vista	Roundup	Lakeshore	2044	24	5451	Fog Seal	fair	n	Y	N	32	7	22%	\$ 93,915
26	2023	Cooper Lane	Crockett	End	1947	22	4759	1.25" overlay	poor	n	Y	N	43	9	21%	\$ 82,003
27	2023	Post Oak Dr	Deepwood	White Oak	2504	23	6399	1.25" overlay	very poor	y	Y	n	43	8	19%	\$ 110,257
28	2023	Oak Dale	Rock Terrace	Outpost	1840	22	4498	Fog Seal	good	n	Y	Y	58	10	17%	\$ 77,497



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29	2023	Osage Ln	Patriot	Boggy	1715	22	4192	1.25" overlay	poor	n	Y	n	35	6	17%	\$ 72,232
30	2023	Lakeshore Blvd	Shoreline	End	5487	24	14632	crack seal	very good	n	N	n	28	4	14%	\$ 252,109
31	2023	Santa Rosa W Ave	Highland	American	2504	22	6121	1.25" overlay	poor	n	Y	n	43	6	14%	\$ 105,463
32	2023	Park	Pokealong	Valley View	2700	22	6600	Slurry Seal	fair	n	Y	N	44	6	14%	\$ 113,718
33	2023	Chestnut	Bar K Ranch	Chantily	1086	22	2655	Fog Seal	fair	n	Y	y	22	3	14%	\$ 45,740
34	2023	Truman Dr	Redbird	Patriot	2234	22	5461	1.25" overlay	fair	n	N	n	46	6	13%	\$ 94,091
35	2023	Hancock Ave	Highland	End	1534	22	3750	1" overlay	fair/poor	n	Y	n	37	4	11%	\$ 64,609
36	2023	Congress Ave	Constitution	Colonial	1506	22	3681	1.5" overlay	poor	n	N	n	37	4	11%	\$ 63,429
37	2023	Cardinal Ave	Azure	Blue Jay	4092	22	10003	1.25" overlay	poor	n	Y	n	87	9	10%	\$ 172,346
38	2023	Rockwood Dr	Outpost	Boggy	629	22	1538	Slurry Seal	good	n	N	y	10	1	10%	\$ 26,492
39	2023	Emerald Rd	Blue Jay	Falcon	730	22	1784	1.25" overlay	fair	n	Y	n	10	1	10%	\$ 30,746
40	2023	Talon	Bar K Ranch	Bar K Ranch rd	1383	22	3381	1" overlay	very poor	n	Y	n	31	3	10%	\$ 58,249
41	2023	Deer Run Dr	Sunset	Park	599	22	1464	Fog Seal	fair	n	Y	y	11	1	9%	\$ 25,229
42	2023	Calhoun Ave	Congress	Constitution	892	22	2180	1.25" overlay	very poor	y	Y	n	18	1	6%	\$ 37,569
43	2023	Ming Trail	Alfalfa	Destination	4516	22	11039	Crack Seal	fair	n	N	N	15	0	0%	\$ 190,204
44	2023	Bluff Ridge Trl	Bluff Ridge	Blue Sky	318	21	742	1.25" overlay	fair	n	Y	n	24	0	0%	\$ 12,785
45	2023	Panorama Ridge	Lohman	Fawn	768	20	1707	1.25" overlay	fair	n	Y	n	11	0	0%	\$ 29,406
46	2023	Austin Blvd	Observatory	End	4982	22	12178	1.25" overlay	fair	n	Y	n	43	0	0%	\$ 209,831
47	2024	War Bonnet Way	Bar K Ranch	Flightline	200	31	689	1.25" overlay	fair	n	n	n	0	0	#DIV/0!	\$ 11,870
48	2024	Constitution Cir	Constitution	Constitution	2221	23	5676	1.25" overlay	good	n	Y	y		14	#DIV/0!	\$ 97,796
49	2024	Twain Cv	Boggy	End	157	25	436	Fog Seal	good	n	N	y	4	4	100%	\$ 7,514
50	2024	Porter Cv	Poe	End	175	21	408	Slurry Seal	good	n	N	y	2	2	100%	\$ 7,036
51	2024	Paddock Cv	Paseo	End	263	25	731	Slurry Seal	fair	n	Y	y	5	4	80%	\$ 12,587
52	2024	Alamo Cv	Highland	End	254	26	734	Slurry Seal	good	n	N	y	10	8	80%	\$ 12,643
53	2024	Roosevelt Cv	Boggy	End	162	22	396	Slurry Seal	fair	n	Y	y	9	7	78%	\$ 6,823
54	2024	Owens Ln	Owens Cv	Crystal	648	18	1296	1.25" overlay	very poor	n	Y	y	17	13	76%	\$ 22,330
55	2024	Rockefeller Cv	Boggy	End	130	22	318	Slurry Seal	good	n	N	y	11	8	73%	\$ 5,475
56	2024	Pinto Cv	Palomino	End	367	24	979	1.25" overlay	good	n	Y	y	11	8	73%	\$ 16,862



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57	2024	Davis	Highland	End	801	22	1958	1" overlay	good	n	Y	y	18	13	72%	\$ 33,736
58	2024	Byrd Ave	Boone	Highland	700	22	1711	Fog Seal	good	n	Y	y	14	10	71%	\$ 29,482
59	2024	Winslow Cv	Santa Rosa	End	539	22	1318	Slurry Seal	good	n	Y	y	14	10	71%	\$ 22,701
60	2024	Blackfoot Cv	Country Club	End	322	24	859	Fog Seal	good	n	N	y	7	5	71%	\$ 14,795
61	2024	Newhaven Cv	Nimitz	End	291	22	711	Fog Seal	fair	n	N	y	7	5	71%	\$ 12,256
62	2024	Lindberg Ln	Boggy	Lee	782	22	1912	1.25" overlay	very poor	y	Y	y	16	11	69%	\$ 32,936
63	2024	Pueblo Cv	Dodge	End	190	52	1098	Fog Seal	fair	n	Y	y	6	4	67%	\$ 18,915
64	2024	First St	1431	Bronco	276	25	767	1.25" overlay	good	n	Y	y	3	2	67%	\$ 13,210
65	2024	Valley Forge Cv	Santa Paula	End	202	22	494	1.25" overlay	poor	y	Y	y	9	6	67%	\$ 8,508
66	2024	Stampede Trl	Sierra	Bar K Ranch rd	1777	22	4344	Fog Seal	fair	n	Y	y	36	23	64%	\$ 74,843
67	2024	Horizon Cv	Jackson	End	299	23	764	Crack Seal	good	n	Y	y	8	5	63%	\$ 13,166
68	2024	Magellan	MaCarthur	End	310	23	792	Fog Seal	good	n	Y	y	8	5	63%	\$ 13,650
69	2024	Ticonderoga Cv	Ticonderoga	End	145	26	419	Fog Seal	good	n	Y	y	8	5	63%	\$ 7,217
70	2024	Deep Creek Cv	Thunderbird	End	675	22	1650	Slurry Seal	fair	n	Y	y	16	10	63%	\$ 28,430
71	2024	Flintlock Cir	Bar K Ranch	Bar K Ranch rd	2216	23	5663	Fog Seal	fair	n	Y	y	50	30	60%	\$ 97,575
72	2024	Hillside Cir	Hillside	End	168	31	579	Fog Seal	good	n	Y	y	5	3	60%	\$ 9,970
73	2024	Concord Cv	Constitution	End	293	25	814	1" overlay	good	n	Y	y	5	3	60%	\$ 14,023
74	2024	Redbird Dr	Patriot	Truman	236	22	577	1.25" overlay	very good	n	Y	y	5	3	60%	\$ 9,940
75	2024	Bridle Path Rd	Thunderbird	Falcon	758	22	1853	Fog Seal	fair	n	N	y	10	6	60%	\$ 31,925
76	2024	Bunyan Cir	Boone	Boone	1246	22	3046	Fog Seal	fair	n	N	y	27	16	59%	\$ 52,479
77	2024	Harding Cv	Henry	End	158	22	386	1" overlay	fair	n	Y	y	7	4	57%	\$ 6,655
78	2024	Ridgeway Cv	Boggy	End	353	22	863	Fog Seal	good	n	Y	y	7	4	57%	\$ 14,868
79	2024	Wagon Wheel Way	El Dorado	Bonanza	839	22	2051	Fog Seal	fair	n	N	y	14	8	57%	\$ 35,337
80	2024	Harvard Cv	Henry	End	194	28	604	1" overlay	fair	n	Y	y	7	4	57%	\$ 10,399
81	2024	Bear Rd	Glendale	Rockpark	1104	22	2699	Slurry Seal	good	n	Y	y	20	11	55%	\$ 46,498
82	2024	Nashville Cv	Newton	End	463	22	1132	1.25" overlay	fair	n	Y	y	11	6	55%	\$ 19,501
83	2024	Hitching Post Ct	Camel Back	Camel Back	581	22	1420	Slurry Seal	fair	n	n	y	11	6	55%	\$ 24,470
84	2024	Warren Cv	Santa Carlo	End	1069	22	2613	1.25" overlay	fair	n	Y	y	26	14	54%	\$ 45,024



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85	2024	Whittier Cv	Santa Carlo	End	816	23	2085	Slurry Seal	good	n	Y	y	23	12	52%	\$ 35,930
86	2024	Bradley Cv	Boone	End	150	22	367	Fog Seal	good	n	Y	y	4	2	50%	\$ 6,318
87	2024	Emerson Cv	Highland	End	154	25	428	Fog Seal	good	n	N	y	4	2	50%	\$ 7,371
88	2024	Raleigh Cv	Boggy	End	142	25	394	Slurry Seal	good	n	Y	y	4	2	50%	\$ 6,796
89	2024	Austin Cv	Highland	End	180	25	500	Slurry Seal	good	n	N	y	8	4	50%	\$ 8,615
90	2024	Huaco Cv	Country Club	End	233	26	673	Slurry Seal	good	n	Y	y	6	3	50%	\$ 11,598
91	2024	Longfellow Cv	Lee	End	134	25	372	Fog Seal	good	n	Y	y	6	3	50%	\$ 6,413
92	2024	Una Mas Dr	Buena Vista	Deede	228	22	557	1.25" overlay	very poor	y	Y	y	2	1	50%	\$ 9,603
93	2024	Diamond Cv	Diamond	End	266	24	709	Fog Seal	fair	n	Y	y	8	4	50%	\$ 12,222
94	2024	Bronco Buster Trl	Bar K Ranch	Bar K Ranch rd	1180	22	2884	Fog Seal	good	n	Y	y	22	11	50%	\$ 49,699
95	2024	Stillwood Ct	Stillwood	End	716	26	2068	Fog Seal	good	n	N	y	14	7	50%	\$ 35,639
96	2024	Rockpart Cir	Rockpart	End	238	28	740	Fog Seal	good	n	Y	y	6	3	50%	\$ 12,758
97	2024	Apache Cv	Falcon	End	172	25	478	Fog Seal	good	n	N	y	6	3	50%	\$ 8,232
98	2024	Blue Sky Ln	Bluff Ridge	Bluff Ridge	879	23	2246	Slurry Seal	fair	n	Y	y	14	7	50%	\$ 38,704
99	2024	Dodge Trl	Bronco	Arapaho	336	24	896	1.25" overlay	fair	n	n	y	4	2	50%	\$ 15,438
100	2024	White Oak Dr	Ridgeview	Post Oak	1430	23	3654	1.25" overlay	fair	n	Y	y	27	13	48%	\$ 62,966
101	2024	Clinton Ln	Congress	End	174	22	425	Fog Seal	good	n	Y	n	19	9	47%	\$ 7,328
102	2024	Point Cv	Partiot	End	820	22	2004	Fog Seal	good	n	Y	y	19	9	47%	\$ 34,537
103	2024	Branding Iron Dr	Moss	Oak Ridge	701	23	1791	Slurry Seal	good	n	Y	y	13	6	46%	\$ 30,867
104	2024	Broken Bow Cv	Paseo	End	416	22	1017	Fog Seal	fair	n	Y	y	11	5	45%	\$ 17,521
105	2024	High Mountain Dr	Mount Laurel	Mount Laurel	2181	22	5331	Fog Seal	good	n	Y	y	40	18	45%	\$ 91,859
106	2024	Nantucket Cv	Newton	End	342	22	836	1.25" overlay	good	n	Y	y	9	4	44%	\$ 14,404
107	2024	Penn Cv	Paine	End	376	25	1044	Slurry Seal	good	n	Y	y	9	4	44%	\$ 17,996
108	2024	Pacemaker Trl	Dodge	End	870	22	2127	Fog Seal	fair	n	N	y	18	8	44%	\$ 36,642
109	2024	Constitution Cv	Constitution	End	167	23	427	Slurry Seal	good	n	N	y	7	3	43%	\$ 7,353
110	2024	Paseo De Vaca Cir	Paseo	End	380	26	1098	Fog Seal	fair	n	Y	y	7	3	43%	\$ 18,915
111	2024	Little Oak Cir	Little	End	375	22	917	1" overlay	fair	n	Y	y	7	3	43%	\$ 15,794
112	2024	Circulo Dr	Dawn	End	694	30	2313	1.25" overlay	fair	n	n	y	7	3	43%	\$ 39,859



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113	2024	Cornell Cv	Continental	End	712	24	1899	1" overlay	good	n	Y	y	17	7	41%	\$ 32,714
114	2024	Nevis Cv	Newton	End	155	24	413	Slurry Seal	good	n	Y	y	5	2	40%	\$ 7,122
115	2024	Newberry Cv	Newton	End	128	48	683	1" overlay	very poor	n	Y	y	5	2	40%	\$ 11,762
116	2024	Washington Cv	Santa Rosa	End	114	39	494	1.25" overlay	very poor	n	Y	y	5	2	40%	\$ 8,512
117	2024	Jewel Park Dr	Robin Trail	Emerald	385	21	898	Fog Seal	good	n	Y	y	5	2	40%	\$ 15,478
118	2024	Sioux Cv	Country Club	End	143	28	445	Slurry Seal	good	n	Y	y	5	2	40%	\$ 7,665
119	2024	Harrison Cv	Hancock	End	1336	22	3266	Slurry Seal	fair	n	Y	y	28	11	39%	\$ 56,269
120	2024	Shady Ln	Roundup	Park	1364	22	3334	Fog Seal	good	n	N	y	18	7	39%	\$ 57,449
121	2024	Doolittle Cv	Highland	End	743	23	1899	1" overlay	good	n	Y	y	18	7	39%	\$ 32,716
122	2024	Franklin	Highland	End	301	22	736	Fog Seal	good	n	Y	y	8	3	38%	\$ 12,677
123	2024	Mustang Dr	Outpost	Falcon	470	22	1149	Fog Seal	good	n	N	y	8	3	38%	\$ 19,795
124	2024	Stagecouch Cv	Surrey	End	333	26	962	Slurry Seal	fair	n	Y	y	8	3	38%	\$ 16,575
125	2024	Green Cv	Hancock	End	388	23	992	Slurry Seal	good	n	Y	y	8	3	38%	\$ 17,085
126	2024	Parliament Cv	American	North End	1793	22	4383	Crack Seal	good	n	Y	y	43	16	37%	\$ 75,517
127	2024	Dakota Cir	Dakota	Bar K Ranch rd	2482	22	6067	Fog Seal	very poor	n	N	y	55	20	36%	\$ 104,536
128	2024	Newport Cv	Norton	End	409	23	1045	Slurry Seal	good	n	N	y	11	4	36%	\$ 18,009
129	2024	Blue Jay Blvd	Emerald	Cardinal	564	22	1379	Fog Seal	fair	n	Y	y	22	8	36%	\$ 23,754
130	2024	Wishbone Dr	Arrowhead	Broken Arrow	728	23	1860	Fog Seal	fair	n	Y	y	14	5	36%	\$ 32,055
131	2024	Green Shore Cir	Outpost	End	1962	22	4796	Fog Seal	good	n	Y	n	20	7	35%	\$ 82,635
132	2024	Greeley Cv	Grant	End	267	24	712	Slurry Seal	good	n	N	y	6	2	33%	\$ 12,268
133	2024	Bunker Cv	Boone	End	178	30	593	1.25" overlay	very poor	n	Y	y	6	2	33%	\$ 10,223
134	2024	Nocona Cv	Nimitz	End	227	22	555	Fog Seal	good	n	N	y	6	2	33%	\$ 9,561
135	2024	Santa Rosa Cv	Santa Rosa	End	174	40	773	Slurry Seal	good	n	Y	y	3	1	33%	\$ 13,325
136	2024	Thrope Cv	Ticonderoga	End	99	22	242	Slurry Seal	good	n	Y	y	6	2	33%	\$ 4,170
137	2024	Perry Cv	Paine	End	478	22	1168	Fog Seal	good	n	Y	y	12	4	33%	\$ 20,132
138	2024	Buffalo Trl	Bronco	Bullet	608	22	1486	1.25" overlay	poor	n	N	n	12	4	33%	\$ 25,608
139	2024	Jones Cv	MaCarthur	End	169	30	563	1.25" overlay	poor	y	N	y	6	2	33%	\$ 9,706
140	2024	Pokealong Path	Deer Run	Park	1069	22	2613	1.25" overlay	very poor	n	N	n	13	4	31%	\$ 45,024



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141	2024	Jackson Ave	Henry	MaCarthur	527	22	1288	Slurry Seal	good	n	N	y	10	3	30%	\$ 22,196
142	2024	Eisenhower Ave	Hamilton	Highland	2247	25	6242	Fog Seal	good	n	Y	y	37	11	30%	\$ 107,544
143	2024	Fawn Ridge Dr	Paseo	Paseo	1673	22	4090	Fog Seal	fair	n	Y	y	34	10	29%	\$ 70,463
144	2024	Bluebonnet Cir	Bronco	Bronco	744	24	1984	Fog Seal	good	n	Y	y	17	5	29%	\$ 34,184
145	2024	Sidewinder Cv	Sierra	End	269	23	687	Fog Seal	fair	n	N	y	7	2	29%	\$ 11,845
146	2024	Mayflower Cv	MaCarthur	End	304	23	777	Fog Seal	good	n	N	y	7	2	29%	\$ 13,386
147	2024	War Bonnet Cv	Bar K Ranch	End	259	28	806	1.25" overlay	very poor	n	Y	n	7	2	29%	\$ 13,884
148	2024	Panhandle Cv	Diamond	Panhandle	773	22	1890	Fog Seal	fair	n	Y	y	18	5	28%	\$ 32,557
149	2024	Palo Duro Dr	Avenida Ann	Roundup	1369	22	3346	Fog Seal	good	n	Y	n	22	6	27%	\$ 57,659
150	2024	Buckeye Dr	Stillwood	Oak Dale	662	22	1618	Fog Seal	good	n	Y	y	11	3	27%	\$ 27,882
151	2024	Heather Dr	Mockingbird	End	1055	23	2696	Slurry Seal	fair	n	Y	y	23	6	26%	\$ 46,454
152	2024	Buckskin Ridge Dr	La Mesa	End	2646	23	6762	Fog Seal	very poor	n	Y	n	50	13	26%	\$ 116,509
153	2024	Redbird Cv	Redbird	End	200	25	556	1.25" overlay	fair	n	Y	y	4	1	25%	\$ 9,572
154	2024	Pitt Cv	Perishing	End	150	25	417	1.25" overlay	fair	n	N	y	4	1	25%	\$ 7,179
155	2024	Green Shore Cv	Green Shore	End	121	25	336	Fog Seal	fair	n	Y	y	4	1	25%	\$ 5,791
156	2024	Cedar Glen Dr	Outpost	Leaning Oak	504	25	1400	Fog Seal	good	n	Y	y	8	2	25%	\$ 24,122
157	2024	Oak Glen Cv	Wagon Wheel	End	153	22	374	Fog Seal	good	n	Y	y	4	1	25%	\$ 6,444
158	2024	Mohawk Cv	Arrowhead	End	409	22	1000	Fog Seal	fair	n	Y	y	8	2	25%	\$ 17,226
159	2024	Briarwood Cir	Bronco	Bronco	1004	24	2677	Fog Seal	good	n	Y	n	24	6	25%	\$ 46,130
160	2024	Bramble Bush Cir	Bronco	Bronco	885	23	2262	Fog Seal	good	n	Y	y	20	5	25%	\$ 38,969
161	2024	Palomino Cv	Paseo	End	863	22	2110	Slurry Seal	fair	n	Y	y	41	10	24%	\$ 36,348
162	2024	Needles Cv	Norton	End	458	22	1120	1.25" overlay	poor	y	Y	n	13	3	23%	\$ 19,290
163	2024	Mount View Cir	Mount View	End	262	22	640	1.25" overlay	fair	n	N	y	9	2	22%	\$ 11,035
164	2024	Gilbert Cv	Hancock	End	313	24	835	1" overlay	fair	n	Y	y	9	2	22%	\$ 14,381
165	2024	Cedar Ridge Cir	Paseo	End	337	22	824	Fog Seal	good	n	Y	y	9	2	22%	\$ 14,194
166	2024	Buckskin Ridge Dr	End	End	2726	22	6664	1.25" overlay	poor	n	n	n	51	11	22%	\$ 114,813
167	2024	Adobe Trl	Arena	End	2641	22	6456	Fog Seal	fair	n	N	n	19	4	21%	\$ 111,233
168	2024	Morgan Ln	Marshall	Mt. Vernon	973	22	2378	1.25" overlay	fair	n	Y	n	19	4	21%	\$ 40,981



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169	2024	Park Strip Dr	Travis	Lohman	1030	22	2518	Fog Seal	good	n	N	y	10	2	20%	\$ 43,381
170	2024	American Cv	American	End	159	30	530	1.25" overlay	good	n	N	y	5	1	20%	\$ 9,132
171	2024	Davenport Cv	Highland	End	152	28	473	Fog Seal	good	n	Y	y	5	1	20%	\$ 8,148
172	2024	Key Cv	Highland	End	184	28	572	Fog Seal	good	n	Y	y	5	1	20%	\$ 9,863
173	2024	Oak Hill Ln	White Oak	Northland	500	23	1278	1.25" overlay	fair	n	Y	y	5	1	20%	\$ 22,016
174	2024	Stirrup Cv	Surrey	End	102	38	431	1.25" overlay	poor	y	N	y	5	1	20%	\$ 7,420
175	2024	Continental Dr	Clark	Constitution	1628	22	3980	1.5" overlay	fair/poor	n	Y	n	31	6	19%	\$ 68,568
176	2024	Dusk Ct	Mockingbird	End	331	28	1030	Fog Seal	good	n	N	y	11	2	18%	\$ 17,743
177	2024	Genessee Cv	Grant	End	267	22	653	Slurry Seal	good	n	N	y	6	1	17%	\$ 11,245
178	2024	Homes Cv	Henry	End	155	28	482	Fog Seal	good	n	N	y	6	1	17%	\$ 8,309
179	2024	Buckskin Ridge Dr	Sunset	End	2734	22	6683	Fog Seal	fair	n	Y	n	50	8	16%	\$ 115,150
180	2024	Cartier Cv	Capitol	End	200	26	578	Fog Seal	good	n	Y	n	7	1	14%	\$ 9,955
181	2024	Emerald Rd	Falcon	End	2067	22	5053	Fog Seal	fair	n	Y	n	21	3	14%	\$ 87,057
182	2024	Homestead Cv	Henry	End	178	22	435	Fog Seal	good	n	Y	y	7	1	14%	\$ 7,497
183	2024	Deepwood Dr	Cedar Ridge	Brewer	571	22	1396	Fog Seal	fair	n	N	n	15	2	13%	\$ 24,049
184	2024	Bronco Ln	Blueberry	Bison	1934	23	4942	1.25" overlay	very poor	y	Y	n	30	4	13%	\$ 85,158
185	2024	La Paloma dr	Paseo	End	733	23	1873	Fog Seal	fair	n	Y	n	15	2	13%	\$ 32,276
186	2024	Falcon Ln	Crystal	Emerald	2084	22	5094	1.25" overlay	fair	n	Y	y	45	6	13%	\$ 87,773
187	2024	Tenderfoot Cv	Bar K Ranch	End	260	26	751	1.25" overlay	very poor	y	n	n	8	1	13%	\$ 12,942
188	2024	Hamilton Ave	Henry	Eisenhower	1600	22	3911	1" overlay	fair	n	Y	n	28	3	11%	\$ 67,388
189	2024	Bison Trl	Bar K Ranch	Rawhide	1131	22	2765	1" overlay	fair	n	n	n	21	2	10%	\$ 47,635
190	2024	Collier Ln	Capitol	Clinton	577	22	1410	Fog Seal	good	n	Y	n	11	1	9%	\$ 24,302
191	2024	Irving Cv	Henry	End	172	28	535	1.25" overlay	fair	n	Y	n	11	1	9%	\$ 9,220
192	2024	Marshall	Nimitz	Mt. Vernon	1670	22	4082	1.25" overlay	poor	n	Y	n	37	3	8%	\$ 70,337
193	2024	Clark Ave	Continental	Constitution	680	22	1662	Slurry Seal	fair	n	Y	n	14	1	7%	\$ 28,640
194	2024	Santa Monica Ave	Highland	End	1246	21	2907	Slurry Seal	good	n	n	n	15	1	7%	\$ 50,093
195	2024	Patton Dr	Truman	American	1610	22	3936	crack seal	good	n	N	n	37	1	3%	\$ 67,810
196	2024	Santa Alto Ave	Highland	Santa Carlo	2011	22	4916	1.5" overlay	poor	n	Y	n	43	0	0%	\$ 84,699



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197	2024	Azure Ave	Blue Jay	Mockingbird	953	22	2330	Fog Seal	good	n	n	n	7	0	0%	\$ 40,138
198	2024	Thurber Ln	Oxford	Patton	1762	22	4307	1.25" overlay	fair	n	N	n	34	0	0%	\$ 74,212
199	2024	Crockett Ave	Cooper	Constitution	400	22	978	1.25" overlay	poor	n	Y	n	7	0	0%	\$ 16,847
200	2024	Canyon Dr	El Dorado	Bonanza	937	24	2499	Slurry Seal	fair	n	Y	n	17	0	0%	\$ 43,052
201	2024	Canyon Dr	Bonanza	Dawn	676	22	1652	1.25" overlay	fair	n	N	n	5	0	0%	\$ 28,472
202	2024	Marshall's Point Dr	Shoreline	End	2921	24	7789	Fog Seal	good	n	N	n	16	0	0%	\$ 134,210
203	2024	Brahma Trl	Bronco	1431	190	34	718	1.25" overlay	fair	n	n	n	2	0	0%	\$ 12,367
204	2024	Piasino Trl	Dodge	Peacemaker	647	22	1582	Fog Seal	good	n	Y	n	10	0	0%	\$ 27,250
205	2024	High Mountain Cir	High Mountain	End	243	22	594	1.25" overlay	fair	n	Y	n	7	0	0%	\$ 10,235
206	2024	Bell Cv	Bell	End	136	25	378	Fog Seal	fair	n	Y	n	4	0	0%	\$ 6,509
207	2024	Jacksonville Cv	Henry	End	137	26	396	1.25" overlay	poor	n	Y	n	4	0	0%	\$ 6,819
208	2024	Plymouth Cv	Perishing	End	216	25	600	1.25" overlay	fair	n	Y	n	4	0	0%	\$ 10,338
209	2024	Shady Ln	Park	End	393	28	1223	1.25" overlay	very poor	n	Y	n	8	0	0%	\$ 21,067
210	2024	Jamestown Cv	MaCarthur	End	153	28	476	Fog Seal	good	n	N	n	5	0	0%	\$ 8,201
211	2024	Sombrero Cv	Surrey	End	161	28	501	1" overlay	fair	n	Y	y	5	0	0%	\$ 8,630
212	2024	Webster Ln	Santa CArlo	Boggy	525	22	1283	1.25" overlay	good	n	N	n	6	0	0%	\$ 22,112
213	2025	Dakota Cir	Bar K Ranch	Dakota	2532	22	6189	1.25" overlay	poor	n	Y	y	19	17	89%	\$ 106,642
214	2025	Cody Ave	Continental	End	1907	22	4662	1" overlay	good	n	Y	y	9	7	78%	\$ 80,319
215	2025	Lincoln Cv	Republic	End	679	22	1660	1.25" overlay	fair	n	Y	y	19	12	63%	\$ 28,598
216	2025	Niagra Cv	Newton	End	522	21	1218	1.25" overlay	poor	n	Y	y	14	7	50%	\$ 20,986
217	2025	Bacon Cv	Boone	End	182	21	425	1.25" overlay	poor	y	Y	y	6	3	50%	\$ 7,317
218	2025	Blueberry Cir	Bronco	Bronco	1084	23	2770	Fog Seal	good	n	Y	y	22	9	41%	\$ 47,731
219	2025	Noris Cv	Newton	End	132	64	939	1.25" overlay	poor	n	N	y	5	2	40%	\$ 16,173
220	2025	Marquette Cv	MaCarthur	End	246	21	574	1.25" overlay	poor	y	Y	y	8	3	38%	\$ 9,890
221	2025	Vicksburg Cv	Santa Paula	End	340	21	793	1.25" overlay	poor	n	Y	y	12	4	33%	\$ 13,669
222	2025	Buchanan Cv	Boone	End	544	21	1269	1.25" overlay	poor	n	Y	y	15	5	33%	\$ 21,871
223	2025	Green Park Dr	Park	Rockwood	1351	22	3302	1.25" overlay	good	n	Y	y	26	8	31%	\$ 56,901
224	2025	Santa Elena Cir	Santa Domingo	Santa Alto	994	22	2430	1.25" overlay	very poor	y	Y	n	22	6	27%	\$ 41,865



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225	2025	Oregon Ln	Boggy	Crystal	1591	21	3712	1.25" overlay	poor	n	Y	n	35	7	20%	\$ 63,964
226	2025	Bessemer Cv	Boone	End	158	32	562	1.25" overlay	very poor	y	Y	y	5	1	20%	\$ 9,679
227	2025	Oxford Dr	Boggy	Patriot	1397	22	3415	1.25" overlay	fair	n	Y	n	31	6	19%	\$ 58,839
228	2025	Cardinal Ave	Emerald	Blue Jay	1532	22	3745	Fog Seal	fair	n	Y	n	35	6	17%	\$ 64,524
229	2025	Alta Vista Dr	Fawn	Paseo	846	21	1974	1.25" overlay	fair	n	Y	n	19	3	16%	\$ 34,012
230	2025	Fawn Path	Falcon	Heather	799	21	1864	Slurry Seal	fair	n	Y	n	16	2	13%	\$ 32,122
231	2025	Whitney Cv	Santa Rosa	End	288	28	896	1.25" overlay	poor	n	Y	y	8	1	13%	\$ 15,438
232	2025	Surrey Ln	Stirrup	Sierra	740	24	1973	1.25" overlay	poor	n	N	y	17	2	12%	\$ 34,001
233	2025	Colonial Ln	Congress	End	774	21	1806	Fog Seal	good	n	N	y	17	2	12%	\$ 31,117
234	2025	Mann Cv	MaCarthur	End	351	22	858	Fog Seal	good	n	Y	y	9	1	11%	\$ 14,783
235	2025	Santa Madrina Ln	Santa Rosa	American	470	24	1253	1.25" overlay	poor	y	N	y	9	1	11%	\$ 21,595
236	2025	Deer Run Dr	Park	Avenida Ann	1363	22	3332	1.25" overlay	fair	n	Y	y	18	2	11%	\$ 57,407
237	2025	Democracy Cv	Highland	End	316	22	772	1.25" overlay	poor	n	Y	y	9	1	11%	\$ 13,309
238	2025	Nevada Cv	Nimitz	End	306	22	748	1.25" overlay	poor	n	Y	y	9	1	11%	\$ 12,888
239	2025	Folklore Cir	Sierra	Bar K Ranch rd	1689	22	4129	1.25" overlay	poor	y	N	n	37	4	11%	\$ 71,137
240	2025	Bar K Ranch	War Bonnet	End	1825	23	4664	1.25" overlay	poor	n	Y	n	28	3	11%	\$ 80,359
241	2025	Nobel Cir	Norton	Norton	1350	24	3600	1.25" overlay	poor	y	N	n	29	3	10%	\$ 62,028
242	2025	Cimmaron Trl	La Mesa	Park	1716	22	4195	1.25" overlay	poor	n	Y	y	29	3	10%	\$ 72,274
243	2025	Dove Rd	Azure	Blue Lake	547	22	1337	Fog Seal	good	n	Y	y	12	1	8%	\$ 23,038
244	2025	Hayes Cv	Hancock	End	437	23	1117	Fog Seal	good	n	N	y	13	1	8%	\$ 19,242
245	2025	Orlando Cv	Oredon	End	464	27	1392	1.25" overlay	fair	n	N	n	14	1	7%	\$ 23,984
246	2025	Sagebrush Trl	Sierra	Seirra	2042	22	4992	1.25" overlay	fair	n	N	y	43	3	7%	\$ 86,005
247	2025	Adobe Trl	Arena	End	302	22	738	1.25" overlay	good	n	n	n	44	3	7%	\$ 12,720
248	2025	Chestnut Cv	Chantily	End	1849	24	4931	1.25" overlay	fair	n	Y	n	30	2	7%	\$ 84,955
249	2025	Arroyo Ave	Bronco	Arapaho	1370	22	3349	1.25" overlay	fair	n	Y	n	32	2	6%	\$ 57,701
250	2025	Chantily Trl	Chestnut	Chestnut	715	22	1748	1.25" overlay	poor	y	Y	y	36	1	3%	\$ 30,114
251	2025	Foothill Cv	Bar k Ranch	Foothill	284	22	694	Fog Seal	fair	n	Y	n	60	1	2%	\$ 11,961
252	2025	Marshall's Point Cv	Marshall's Point	End	2677	24	7139	Fog Seal	good	n	N	n	22	0	0%	\$ 122,999



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253	2025	Bar K Clubhouse Ct	Bar K Ranch	End	803	22	1963	1.25" overlay	fair	n	n	n	2	0	0%	\$ 33,821
254	2025	Gold Ln	Falcon	End	218	21	509	1.25" overlay	poor	y	N	y	9	0	0%	\$ 8,764
255	2025	Pierce Cv	American	End	557	23	1423	1.25" overlay	fair	n	N	n	9	0	0%	\$ 24,526
256	2025	Bell Ln	Boone	Bell	552	21	1288	Fog Seal	fair	n	N	n	21	0	0%	\$ 22,192
257	2025	Newark Cv	Nimitz	End	442	21	1031	1.25" overlay	very poor	y	Y	n	10	0	0%	\$ 17,770
258	2025	Stone Cliff Dr	NorthRidge	Twisting	1635	22	3997	1.25" overlay	poor	y	Y	n	32	0	0%	\$ 68,863
259	2025	Bowie Cv	Boone	End	867	21	2023	1.25" overlay	very poor	y	Y	n	18	0	0%	\$ 34,856
260	2025	Custer Cv	Continental	End	495	26	1430	1.25" overlay	fair	n	Y	n	12	0	0%	\$ 24,639
261	2025	Charlestown Cv	Congress	End	468	26	1352	1.5" overlay	very poor	y	N	n	13	0	0%	\$ 23,295
262	2025	Carnege Cv	Congress	End	629	26	1817	1.5" overlay	very poor	y	N	n	16	0	0%	\$ 31,309
263	2025	Bell Ln	Bell	End	956	21	2231	1.25" overlay	poor	n	Y	n	21	0	0%	\$ 38,434
264	2025	Butler Cv	Bell	End	302	26	872	1.25" overlay	very poor	y	Y	n	8	0	0%	\$ 15,032
265	2025	Earhart Cv	Grille	End	1192	21	2781	1.25" overlay	poor	y	Y	n	12	0	0%	\$ 47,922
266	2025	Earhart Cv	Earhart	End	94	24	251	1.25" overlay	poor	n	Y	n	3	0	0%	\$ 4,319
267	2025	Edison Cv	Earhart	End	162	40	720	1.25" overlay	poor	n	Y	n	4	0	0%	\$ 12,406
268	2025	Hudson Cv	Hancock	End	145	21	338	1.25" overlay	poor	n	Y	n	4	0	0%	\$ 5,829
269	2025	Hemingway Cv	Hancock	End	196	22	479	1.25" overlay	poor	n	Y	n	7	0	0%	\$ 8,255
270	2025	Hawthorne Cv	Hancock	End	416	22	1017	1.25" overlay	poor	n	N	n	12	0	0%	\$ 17,521
271	2025	Vancouver Cv	Highland	End	227	23	580	1.25" overlay	fair	n	Y	n	6	0	0%	\$ 9,995
272	2025	Santa Cecelia Cv	Santa Rosa	End	201	28	625	1.25" overlay	poor	y	Y	n	6	0	0%	\$ 10,774
273	2025	Santa Mateo Ln	Santa Rosa	End	558	21	1302	1.25" overlay	poor	n	Y	n	6	0	0%	\$ 22,433
274	2025	Santa Marta Cv	Santa Rosa	End	275	21	642	1.25" overlay	fair	n	Y	n	7	0	0%	\$ 11,056
275	2025	Santa Bianca Cv	Santa Rosa	End	120	23	307	1.25" overlay	poor	y	N	n	5	0	0%	\$ 5,284
276	2025	Santa Cruz Cir	Santa Alto	Santa Alto	1162	21	2711	1.5" overlay	poor	y	Y	n	25	0	0%	\$ 46,716
277	2025	Santa Cruz Cv	Santa Cruz	End	162	50	900	1.25" overlay	poor	y	Y	n	4	0	0%	\$ 15,507
278	2025	Thoreau Ln	Boggy	Santa Carlo	576	23	1472	1.25" overlay	poor	y	Y	n	6	0	0%	\$ 25,363
279	2025	Robing Trl	Emerald	Jewel	291	21	679	1.25" overlay	good	n	Y	n	6	0	0%	\$ 11,699
280	2025	Robing Trl	Jewel	Emerald	444	21	1036	Fog Seal	good	n	N	y	7	0	0%	\$ 17,850



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281	2025	Blue Lake Dr	Cardinal	Dove	280	22	684	1.25" overlay	poor	y	Y	n	5	0	0%	\$ 11,793
282	2025	Blue Lake Dr	Dove	Mockingbird	334	21	779	Slurry Seal	good	n	N	n	6	0	0%	\$ 13,428
283	2025	Redbird Dr	Truman	Thurber	839	22	2051	1.25" overlay	poor	n	N	n	21	0	0%	\$ 35,337
284	2025	Ohara Ln	Truman	Thurber	845	22	2066	1.25" overlay	poor	n	N	n	21	0	0%	\$ 35,590
285	2025	Oneil Ave	Truman	Thurber	971	22	2374	1.25" overlay	poor	n	N	n	24	0	0%	\$ 40,896
286	2026	Ridgeview Cir	Ridgeview	End	2534	22	6194	1.25" overlay	poor	n	Y	y	5	20	400%	\$ 106,726
287	2026	Bobcat Cv	Bronco	End	144	28	448	1.25" overlay	poor	y	Y	n	5	5	100%	\$ 7,719
288	2026	Pioneer Cv	Paseo	End	138	38	583	Slurry Seal	good	n	Y	y	5	4	80%	\$ 10,039
289	2026	Portsmouth Cv	Boggy	End	637	22	1557	1.25" overlay	fair	n	Y	y	7	5	71%	\$ 26,829
290	2026	Dakota Cv	Dakota	End	138	36	552	1.25" overlay	poor	n	Y	y	5	2	40%	\$ 9,511
291	2026	Panhandle Cv	Panhandle	End	779	22	1904	1.25" overlay	fair	n	Y	y	18	5	28%	\$ 32,810
292	2026	McAllister Cir	Pope	Pope	951	22	2325	1.25" overlay	poor	y	Y	y	21	4	19%	\$ 40,054
293	2026	Stetson Cv	Surrey	End	169	23	432	1.25" overlay	fair	n	Y	n	6	1	17%	\$ 7,441
294	2026	Liberty Ln	Boggy	End	1890	26	5460	1.25" overlay	very poor	n	Y	n	38	4	11%	\$ 94,076
295	2026	Buckbuard Cv	Paseo	End	469	21	1094	1.25" overlay	poor	n	Y	y	13	1	8%	\$ 18,855
296	2026	Lee Ln	Liberty	Lindberg	667	21	1556	1.25" overlay	poor	n	Y	n	14	1	7%	\$ 26,816
297	2026	Polk Cv	American	End	998	21	2329	1.25" overlay	fair	n	Y	n	19	1	5%	\$ 40,123
298	2026	Bighorn Cir	Bronco	Bronco	1290	24	3440	1.25" overlay	poor	n	Y	n	32	1	3%	\$ 59,271
299	2026	Foothill Cv	Bar K Ranch	End	1511	22	3694	1.25" overlay	good	n	Y	n	35	1	3%	\$ 63,640
300	2026	Live Oak Dr	Paseo De Vaca	Cedar Ridge	2684	22	6561	1.25" overlay	poor	y	Y	n	50	1	2%	\$ 113,044
301	2026	Ohenry Ave	Truman	Thurber	1230	22	3007	1.25" overlay	poor	n	N	n	30	0	0%	\$ 51,805
302	2026	Patton Cv	Truman	End	168	22	411	1.25" overlay	fair	n	N	n	6	0	0%	\$ 7,076
303	2026	McAllister Cv	McAllister	End	106	68	801	1.25" overlay	poor	n	Y	n	5	0	0%	\$ 13,799
304	2026	Pilgrim Cv	Polk	End	140	22	342	1.25" overlay	fair	n	N	n	6	0	0%	\$ 5,896
305	2026	Pioneer Cv	Polk	End	149	24	397	1.25" overlay	fair	n	N	n	6	0	0%	\$ 6,846
306	2026	Park Cir	Outpost	End	431	26	1245	1.25" overlay	fair	n	Y	n	6	0	0%	\$ 21,453
307	2026	Lexington Cv	Liberty	End	205	28	638	1.25" overlay	poor	n	Y	n	7	0	0%	\$ 10,989
308	2026	Lansing Cv	Liberty	End	215	30	717	1.25" overlay	poor	n	Y	n	8	0	0%	\$ 12,348



	Planned Year	Street Name	From	To	Length	Avg Width	SY	Original Type of Treatment Proposed	Current Condition of Roadway	Base Work Needed (Y/N)	Ditch Work Needed (Y/N)	Utilities Installed for this Entire section (Y/N)	Total # of Lots for this Section	Total # of Houses	% Built Out	Total Est. Cost (Mill + Overlay)
309	2026	Lewis Cv	Liberty	End	234	30	780	1.25" overlay	poor	n	Y	n	7	0	0%	\$ 13,439
310	2026	Livingston Cv	Liberty End	End	144	32	512	1.25" overlay	poor	n	Y	n	5	0	0%	\$ 8,822
311	2026	Cleveland Ave	Coolidge	Cooper	959	21	2238	1.25" overlay	fair	n	Y	n	23	0	0%	\$ 38,555
312	2026	Brewer Cv	Brewer	End	181	38	764	1.25" overlay	poor	n	Y	n	6	0	0%	\$ 13,168
313	2026	Redwood Dr	Paseo	Agarita	1218	22	2977	1.25" overlay	poor	n	Y	n	22	0	0%	\$ 51,299
314	2026	Agarita Dr	Lohman	Redwood	1418	21	3309	1.25" overlay	poor	y	N	n	25	0	0%	\$ 57,008
315	2026	Cedar Ridge Ct	Paseo	End	86	52	497	1.25" overlay	poor	n	Y	n	9	0	0%	\$ 8,561
316	2026	Cadar Ridge Cv	Paseo	End	123	49	670	1.25" overlay	poor	n	Y	n	5	0	0%	\$ 11,538
317	2026	Powder Cv	Dodge	End	1658	21	3869	1.25" overlay	poor	y	Y	n	19	0	0%	\$ 66,657
318	2026	Pecos Cv	Dodge	End	138	45	690	1.25" overlay	poor	n	Y	n	5	0	0%	\$ 11,889
319	2026	Dogie Cv	Dakota	End	198	29	638	1.25" overlay	fair	n	N	n	6	0	0%	\$ 10,993
320	2026	Chantily Cv	Chestnut	End	394	24	1051	1.25" overlay	poor	y	Y	n	11	0	0%	\$ 18,103
321	2026	Clearwater Cv	Chestnut	End	2034	23	5198	1.25" overlay	poor	y	Y	n	47	0	0%	\$ 89,562
322	2026	Cliffside Cv	Clearwater	End	171	65	1235	1.25" overlay	good	n	Y	n	6	0	0%	\$ 21,279
323	2026	Creekside Cv	Coral	End	257	24	685	1.25" overlay	good	n	Y	n	6	0	0%	\$ 11,808
324	2026	Coral Cv	Cactus Bend	End	2077	23	5308	1.25" overlay	poor	y	Y	n	5	0	0%	\$ 91,455
325	2026	Cactus Bend Cv	1431	End	1323	24	3528	1.25" overlay	poor	y	Y	n	24	0	0%	\$ 60,787
326	2026	Coral Ln	Cactus Bend	End			0	1.25" overlay			Y		25		0%	\$ -
327	2026	Cedar Glen Cv	Coral	End	1547	24	4125	1.25" overlay	poor	y	Y	n	30	0	0%	\$ 71,079
328	2026	Bronco Cv	Bronco	End	104	63	728	1.25" overlay	poor	n	Y	n	5	0	0%	\$ 12,543
329	2026	Appalosa Trl	Arapaho	Arroyo	915	22	2237	1.25" overlay	good	n	Y	n	20	0	0%	\$ 38,538
330	2026	Ambush Cv	Arapaho	End	217	26	627	1.25" overlay	good	n	Y	n	8	0	0%	\$ 10,801
331	2026	Aztech Trl	Arapaho	Arroyo	1067	22	2608	1.25" overlay	good	n	Y	n	24	0	0%	\$ 44,940
332	2026	Archer Cv	Adobe	End	221	24	589	1.25" overlay	good	n	Y	n	6	0	0%	\$ 10,154
333	2026	Angus Trl	Adobe	End	1188	24	3168	1.25" overlay	good	n	Y	n	30	0	0%	\$ 54,585
334	2026	Telegraph Pass	Angus	End	417	23	1066	1.25" overlay	fair	n	Y	n	8	0	0%	\$ 18,361
335	2026	Tombstone Cv	Timber	End	299	22	731	1.25" overlay	very poor	y	Y	n	8	0	0%	\$ 12,593
336	2026	Trapper Ln	Bar K Ranch	Teton	235	21	548	1.25" overlay	very poor	y	Y	n	23	0	0%	\$ 9,448



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337	2026	Tawny Cv	Trapper	End	234	25	650	1.25" overlay	good	n	Y	n	9	0	0%	\$ 11,200
338	2026	Wildwood Cv	Bison	End	186	23	475	1.25" overlay	fair	n	Y	n	6	0	0%	\$ 8,190
339	2026	Western Trl	Bison	End	2925	24	7800	1.25" overlay	fair	y	Y	n	68	0	0%	\$ 134,394
340	2026	Winchester Cv	Western	End	189	30	630	1.25" overlay	poor	y	Y	n	6	0	0%	\$ 10,855
341	2026	Wrangler Cv	Western	End	200	24	533	1.25" overlay	good	n	Y	n	6	0	0%	\$ 9,189
342	2026	Wichita Cv	Western	End	279	25	775	1.25" overlay	poor	y	Y	n	9	0	0%	\$ 13,353
343	2026	Wyoming Pass	Western	End	1524	24	4064	1.25" overlay	good	n	Y	n	36	0	0%	\$ 70,023
344	2026	Wyatt Cv	Wyoming	End	245	26	708	1.25" overlay	good	n	Y	n	8	0	0%	\$ 12,195
345	2026	Wagoner Cv	Wyoming	End	192	24	512	1.25" overlay	good	n	Y	n	6	0	0%	\$ 8,822
346	2026	Westward Ho Pass	Western	End	1591	23	4066	1.25" overlay	fair	y	Y	n	37	0	0%	\$ 70,055
347	2026	Wilderness Trl	Westward Ho	End	830	24	2213	1.25" overlay	fair	y	Y	n	17	0	0%	\$ 38,136
348	2026	Willow Cv	Westward Ho	End	220	30	733	1.25" overlay	good	n	Y	n	6	0	0%	\$ 12,635
349	2026	Whispering Oaks Cv	Westward Ho	End	324	24	864	1.25" overlay	good	n	Y	n	9	0	0%	\$ 14,887
350	2026	Browning Cv	Bison	End	224	25	622	1.25" overlay	poor	y	Y	n	6	0	0%	\$ 10,721
351	2026	White Cloud Cv	Bar K Ranch	End	297	28	924	1.25" overlay	very poor	n	Y	n	8	0	0%	\$ 15,921
352	2026	Warrior Trl	Bar K Ranch	End	1100	23	2811	1.25" overlay	very poor	n	Y	n	28	0	0%	\$ 48,435
353	2026	Wild Bear Path	Bar K Ranch	End	670	24	1787	1.25" overlay	very poor	y	Y	n	19	0	0%	\$ 30,784
354	2026	Washita Cv	Bar K Ranch	End	538	24	1435	1.25" overlay	very poor	n	Y	n	15	0	0%	\$ 24,719
355	2026	Wigwam Cir	Bar K Ranch	End	550	24	1467	1.25" overlay	very poor	y	Y	n	14	0	0%	\$ 25,271
356	2026	Twilight Cv	Timber	End	136	65	982	1.25" overlay	very poor	y	Y	n	10	0	0%	\$ 16,924
357	2026	Trinity Cv	Timber	End	190	71	1499	1.25" overlay	very poor	y	Y	n	7	0	0%	\$ 25,826
358	2026	Teton Pass	Timber	Tejas	1665	22	4070	1.25" overlay	poor	y	Y	n	34	0	0%	\$ 70,126
359	2026	Tahoe Ln	Talon	Teton	465	24	1240	1.25" overlay	very poor	y	Y	n	9	0	0%	\$ 21,365
360	2027	Red River Cv	Rawhide	End	657	24	1752	1.25" overlay	fair	n	Y	n	15	1	7%	\$ 30,187
361	2027	Running Book Cove	Rawhide	End	620	25	1722	1.25" overlay	poor	n	Y	n	16	1	6%	\$ 29,674
362	2027	Ramrod Trl	Rawhide	Redriver	1562	22	3818	1.25" overlay	fair	n	Y	n	35	1	3%	\$ 65,788
363	2027	Timber Trl	Arena	End	5049	22	12342	1.25" overlay	poor	y	Y	n	100	0	0%	\$ 212,653
364	2027	Eagle Pass	Bar K Ranch	El Cajon	858	22	2097	1.25" overlay	very poor	y	Y	n	19	0	0%	\$ 36,137



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2027	El Cajon Ln	Rawhide	End	2018	22	4933	1.25" overlay	very poor	y	Y	n	35	0	0%	\$ 84,994
2027	Tejas Trl	El Cajon	Timber	2502	22	6116	1.25" overlay	poor	y	Y	n	55	0	0%	\$ 105,379
2027	Tegua Cv	Tejas	End	478	22	1168	1.25 overlay	poor	n	Y	n	15	0	0%	\$ 20,132
2027	Tepee Cv	Tejas	End	465	22	1137	1.25" overlay	poor	n	Y	n	13	0	0%	\$ 19,585
2027	Overland Trl	Outrider	Timber	1626	22	3975	1.25" overlay	very poor	y	Y	n	35	0	0%	\$ 68,484
2027	Outrider Pass	Rawhide	Ocho Mesas	1002	22	2449	1.25" overlay	poor	n	Y	n	20	0	0%	\$ 42,202
2027	Oro Vista Cv	Outrider	End	112	35	436	1.25" overlay	poor	n	Y	n	5	0	0%	\$ 7,505
2027	Ocho Mesas Cv	Timber	End	765	30	2550	1.25" overlay	poor	n	Y	n	18	0	0%	\$ 43,937
2027	Ortega Cv	Timber	End	118	73	957	1.25" overlay	poor	n	Y	n	5	0	0%	\$ 16,491
2027	Ranger Trl	Rawhide	Timber	1892	22	4625	1.25" overlay	poor	n	Y	n	23	0	0%	\$ 79,687
2027	Outlaw Cv	Ranger	End	237	24	632	1.25" overlay	poor	n	Y	n	8	0	0%	\$ 10,889
2027	Oswego Cv	Timber	End	118	60	787	1.25" overlay	very poor	y	Y	n	5	0	0%	\$ 13,554
2027	Oxbow Cir	Timber	End	978	24	2608	1.25" overlay	poor	n	Y	n	19	0	0%	\$ 44,936
2027	Oxbow Trl	Timber	End	228	22	557	1.25" overlay	poor	n	Y	n	6	0	0%	\$ 9,603
2027	Rawhide Trl	Rollin Hills	End	1988	22	4860	1.25" overlay	fair	n	Y	n	42	0	0%	\$ 83,730
2027	Ramrod Cv	Ramrod	End	187	40	831	1.25" overlay	very poor	n	Y	n	6	0	0%	\$ 14,320
2027	Rendezvous Cove	Ranger	End	182	30	607	1.25" overlay	very poor	n	Y	n	6	0	0%	\$ 10,453
2027	Roughneck Cv	Ranger	End	152	30	507	1.25" overlay	very poor	n	Y	n	6	0	0%	\$ 8,730
2027	Ringtail Cv	Ranger	End	145	30	483	1.25" overlay	very poor	n	Y	n	6	0	0%	\$ 8,328
2027	Rustlers Way	Rolin Hills	Ranger	275	24	733	1.25" overlay	fair	n	Y	n	4	0	0%	\$ 12,635
									Total Cost to Mill & Overlay All City Roads					\$ 14,177,418	



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1	2026	Ridgeview Cir	Ridgeview	End	2534	22	6194	1.25" overlay	poor	n	Y	y	5	20	400%	\$ 106,726
2	2025	Dakota Cir	Bar K Ranch	Dakota	2532	22	6189	1.25" overlay	poor	n	Y	y	19	17	89%	\$ 106,642
3	2024	Paddock Cv	Paseo	End	263	25	731	Slurry Seal	fair	n	Y	y	5	4	80%	\$ 12,587
4	2024	Roosevelt Cv	Boggy	End	162	22	396	Slurry Seal	fair	n	Y	y	9	7	78%	\$ 6,823
5	2024	Owens Ln	Owens Cv	Crystal	648	18	1296	1.25" overlay	very poor	n	Y	y	17	13	76%	\$ 22,330
6	2024	Newhaven Cv	Nimitz	End	291	22	711	Fog Seal	fair	n	N	y	7	5	71%	\$ 12,256
7	2026	Portsmouth Cv	Boggy	End	637	22	1557	1.25" overlay	fair	n	Y	y	7	5	71%	\$ 26,829
8	2024	Lindberg Ln	Boggy	Lee	782	22	1912	1.25" overlay	very poor	y	Y	y	16	11	69%	\$ 32,936
9	2023	Burnside Circle	Boone	Boone	1158	22	2831	Slurry Seal	fair	n	Y	y	24	16	67%	\$ 48,772
10	2024	Pueblo Cv	Dodge	End	190	52	1098	Fog Seal	fair	n	Y	y	6	4	67%	\$ 18,915
11	2024	Valley Forge Cv	Santa Paula	End	202	22	494	1.25" overlay	poor	y	Y	y	9	6	67%	\$ 8,508
12	2023	Winthrop Cove	Santa Carlo	End	605	22	1479	Crack Seal/Fog Seal	fair	n	Y	Y	14	9	64%	\$ 25,481
13	2024	Stampede Trl	Sierra	Bar K Ranch rd	1777	22	4344	Fog Seal	fair	n	Y	y	36	23	64%	\$ 74,843
14	2025	Lincoln Cv	Republic	End	679	22	1660	1.25" overlay	fair	n	Y	y	19	12	63%	\$ 28,598
15	2024	Deep Creek Cv	Thunderbird	End	675	22	1650	Slurry Seal	fair	n	Y	y	16	10	63%	\$ 28,430
16	2024	Flintlock Cir	Bar K Ranch	Bar K Ranch rd	2216	23	5663	Fog Seal	fair	n	Y	y	50	30	60%	\$ 97,575
17	2024	Bridle Path Rd	Thunderbird	Falcon	758	22	1853	Fog Seal	fair	n	N	y	10	6	60%	\$ 31,925
18	2024	Bunyan Cir	Boone	Boone	1246	22	3046	Fog Seal	fair	n	N	y	27	16	59%	\$ 52,479
19	2023	Comstock Cove	Coyote	End	491	26	1418	Fog Seal	fair	n	Y	y	24	14	58%	\$ 24,440
20	2023	Truman Cove	Patriot	End	662	22	1618	1.5" overlay	fair	n	Y	Y	19	11	58%	\$ 27,882
21	2023	Spanish Oak	Ridgeview	Ridgview	1532	23	3915	Fog Seal	fair	n	Y	Y	26	15	58%	\$ 67,457
22	2024	Harding Cv	Henry	End	158	22	386	1" overlay	fair	n	Y	y	7	4	57%	\$ 6,655
23	2024	Wagon Wheel Way	El Dorado	Bonanza	839	22	2051	Fog Seal	fair	n	N	y	14	8	57%	\$ 35,337
24	2024	Harvard Cv	Henry	End	194	28	604	1" overlay	fair	n	Y	y	7	4	57%	\$ 10,399
25	2023	Avienda Ann	Fawn	Park	1240	22	3031	Fog Seal	fair	n	N	y	23	13	57%	\$ 52,226
26	2024	Nashville Cv	Newton	End	463	22	1132	1.25" overlay	fair	n	Y	y	11	6	55%	\$ 19,501
27	2024	Hitching Post Ct	Camel Back	Camel Back	581	22	1420	Slurry Seal	fair	n	n	y	11	6	55%	\$ 24,470
28	2024	Warren Cv	Santa Carlo	End	1069	22	2613	1.25" overlay	fair	n	Y	y	26	14	54%	\$ 45,024



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29	2024	Una Mas Dr	Buena Vista	Deede	228	22	557	1.25" overlay	very poor	y	Y	y	2	1	50%	\$ 9,603
30	2024	Diamond Cv	Diamond	End	266	24	709	Fog Seal	fair	n	Y	y	8	4	50%	\$ 12,222
31	2024	Blue Sky Ln	Bluff Ridge	Bluff Ridge	879	23	2246	Slurry Seal	fair	n	Y	y	14	7	50%	\$ 38,704
32	2024	Dodge Trl	Bronco	Arapaho	336	24	896	1.25" overlay	fair	n	n	y	4	2	50%	\$ 15,438
33	2025	Niagra Cv	Newton	End	522	21	1218	1.25" overlay	poor	n	Y	y	14	7	50%	\$ 20,986
34	2025	Bacon Cv	Boone	End	182	21	425	1.25" overlay	poor	y	Y	y	6	3	50%	\$ 7,317
35	2024	White Oak Dr	Ridgeview	Post Oak	1430	23	3654	1.25" overlay	fair	n	Y	y	27	13	48%	\$ 62,966
36	2024	Broken Bow Cv	Paseo	End	416	22	1017	Fog Seal	fair	n	Y	y	11	5	45%	\$ 17,521
37	2024	Pacemaker Trl	Dodge	End	870	22	2127	Fog Seal	fair	n	N	y	18	8	44%	\$ 36,642
38	2024	Paseo De Vaca Cir	Paseo	End	380	26	1098	Fog Seal	fair	n	Y	y	7	3	43%	\$ 18,915
39	2024	Little Oak Cir	Little	End	375	22	917	1" overlay	fair	n	Y	y	7	3	43%	\$ 15,794
40	2024	Circulo Dr	Dawn	End	694	30	2313	1.25" overlay	fair	n	n	y	7	3	43%	\$ 39,859
41	2024	Newberry Cv	Newton	End	128	48	683	1" overlay	very poor	n	Y	y	5	2	40%	\$ 11,762
42	2024	Washington Cv	Santa Rosa	End	114	39	494	1.25" overlay	very poor	n	Y	y	5	2	40%	\$ 8,512
43	2025	Noris Cv	Newton	End	132	64	939	1.25" overlay	poor	n	N	y	5	2	40%	\$ 16,173
44	2026	Dakota Cv	Dakota	End	138	36	552	1.25" overlay	poor	n	Y	y	5	2	40%	\$ 9,511
45	2024	Harrison Cv	Hancock	End	1336	22	3266	Slurry Seal	fair	n	Y	y	28	11	39%	\$ 56,269
46	2024	Stagecouch Cv	Surrey	End	333	26	962	Slurry Seal	fair	n	Y	y	8	3	38%	\$ 16,575
47	2025	Marquette Cv	MaCarthur	End	246	21	574	1.25" overlay	poor	y	Y	y	8	3	38%	\$ 9,890
48	2023	Wilson Ave	Santa Carlo	Boggy	2099	22	5131	1.25" overlay	poor	n	Y	y	46	17	37%	\$ 88,405
49	2024	Dakota Cir	Dakota	Bar K Ranch rd	2482	22	6067	Fog Seal	very poor	n	N	y	55	20	36%	\$ 104,536
50	2024	Blue Jay Blvd	Emerald	Cardinal	564	22	1379	Fog Seal	fair	n	Y	y	22	8	36%	\$ 23,754
51	2024	Wishbone Dr	Arrowhead	Broken Arrow	728	23	1860	Fog Seal	fair	n	Y	y	14	5	36%	\$ 32,055
52	2023	Emerald Rd	Boggy	Blue Jay	590	22	1442	Micro Surface	fair	n	n	y	9	3	33%	\$ 24,849
53	2024	Bunker Cv	Boone	End	178	30	593	1.25" overlay	very poor	n	Y	y	6	2	33%	\$ 10,223
54	2024	Jones Cv	MaCarthur	End	169	30	563	1.25" overlay	poor	y	N	y	6	2	33%	\$ 9,706
55	2025	Vicksburg Cv	Santa Paula	End	340	21	793	1.25" overlay	poor	n	Y	y	12	4	33%	\$ 13,669
56	2025	Buchanan Cv	Boone	End	544	21	1269	1.25" overlay	poor	n	Y	y	15	5	33%	\$ 21,871



	Planned Year	Street Name	From	To	Length	Avg Width	SY	Original Type of Treatment Proposed	Current Condition of Roadway	Base Work Needed (Y/N)	Ditch Work Needed (Y/N)	Utilities Installed for this Entire section (Y/N)	Total # of Lots for this Section	Total # of Houses	% Built Out	Total Est. Cost (Mill + Overlay)
57	2023	Brewer	Paseo De Vaca	Deepwood	1097	24	2925	1.25" overlay	very poor	y	Y	y	20	6	30%	\$ 50,403
58	2024	Fawn Ridge Dr	Paseo	Paseo	1673	22	4090	Fog Seal	fair	n	Y	y	34	10	29%	\$ 70,463
59	2024	Sidewinder Cv	Sierra	End	269	23	687	Fog Seal	fair	n	N	y	7	2	29%	\$ 11,845
60	2024	Panhandle Cv	Diamond	Panhandle	773	22	1890	Fog Seal	fair	n	Y	y	18	5	28%	\$ 32,557
61	2026	Panhandle Cv	Panhandle	End	779	22	1904	1.25" overlay	fair	n	Y	y	18	5	28%	\$ 32,810
62	2024	Heather Dr	Mockingbird	End	1055	23	2696	Slurry Seal	fair	n	Y	y	23	6	26%	\$ 46,454
63	2024	Redbird Cv	Redbird	End	200	25	556	1.25" overlay	fair	n	Y	y	4	1	25%	\$ 9,572
64	2024	Pitt Cv	Perishing	End	150	25	417	1.25" overlay	fair	n	N	y	4	1	25%	\$ 7,179
65	2024	Green Shore Cv	Green Shore	End	121	25	336	Fog Seal	fair	n	Y	y	4	1	25%	\$ 5,791
66	2024	Mohawk Cv	Arrowhead	End	409	22	1000	Fog Seal	fair	n	Y	y	8	2	25%	\$ 17,226
67	2024	Palomino Cv	Paseo	End	863	22	2110	Slurry Seal	fair	n	Y	y	41	10	24%	\$ 36,348
68	2024	Mount View Cir	Mount View	End	262	22	640	1.25" overlay	fair	n	N	y	9	2	22%	\$ 11,035
69	2024	Gilbert Cv	Hancock	End	313	24	835	1" overlay	fair	n	Y	y	9	2	22%	\$ 14,381
70	2024	Oak Hill Ln	White Oak	Northland	500	23	1278	1.25" overlay	fair	n	Y	y	5	1	20%	\$ 22,016
71	2024	Stirrup Cv	Surrey	End	102	38	431	1.25" overlay	poor	y	N	y	5	1	20%	\$ 7,420
72	2025	Bessemer Cv	Boone	End	158	32	562	1.25" overlay	very poor	y	Y	y	5	1	20%	\$ 9,679
73	2026	McAllister Cir	Pope	Pope	951	22	2325	1.25" overlay	poor	y	Y	y	21	4	19%	\$ 40,054
74	2023	Chestnut	Bar K Ranch	Chantily	1086	22	2655	Fog Seal	fair	n	Y	y	22	3	14%	\$ 45,740
75	2024	Falcon Ln	Crystal	Emerald	2084	22	5094	1.25" overlay	fair	n	Y	y	45	6	13%	\$ 87,773
76	2025	Whitney Cv	Santa Rosa	End	288	28	896	1.25" overlay	poor	n	Y	y	8	1	13%	\$ 15,438
77	2025	Surrey Ln	Stirrup	Sierra	740	24	1973	1.25" overlay	poor	n	N	y	17	2	12%	\$ 34,001
78	2025	Santa Madrina Ln	Santa Rosa	American	470	24	1253	1.25" overlay	poor	y	N	y	9	1	11%	\$ 21,595
79	2025	Deer Run Dr	Park	Avenida Ann	1363	22	3332	1.25" overlay	fair	n	Y	y	18	2	11%	\$ 57,407
80	2025	Democracy Cv	Highland	End	316	22	772	1.25" overlay	poor	n	Y	y	9	1	11%	\$ 13,309
81	2025	Nevada Cv	Nimitz	End	306	22	748	1.25" overlay	poor	n	Y	y	9	1	11%	\$ 12,888
82	2025	Cimmaron Trl	La Mesa	Park	1716	22	4195	1.25" overlay	poor	n	Y	y	29	3	10%	\$ 72,274
83	2023	Deer Run Dr	Sunset	Park	599	22	1464	Fog Seal	fair	n	Y	y	11	1	9%	\$ 25,229
84	2026	Buckbuard Cv	Paseo	End	469	21	1094	1.25" overlay	poor	n	Y	y	13	1	8%	\$ 18,855



	Planned Year	Street Name	From	To	Length	Avg Width	SY	Original Type of Treatment Proposed	Current Condition of Roadway	Base Work Needed (Y/N)	Ditch Work Needed (Y/N)	Utilities Installed for this Entire section (Y/N)	Total # of Lots for this Section	Total # of Houses	% Built Out	Total Est. Cost (Mill + Overlay)
85	2025	Sagebrush Trl	Sierra	Seirra	2042	22	4992	1.25" overlay	fair	n	N	y	43	3	7%	\$ 86,005
86	2025	Chantily Trl	Chestnut	Chestnut	715	22	1748	1.25" overlay	poor	y	Y	y	36	1	3%	
87	2024	Sombrero Cv	Surrey	End	161	28	501	1" overlay	fair	n	Y	y	5	0	0%	\$ 8,630
88	2025	Gold Ln	Falcon	End	218	21	509	1.25" overlay	poor	y	N	y	9	0	0%	\$ 8,764
Total Estimated Cost to Mill & Overlay every road listed as Fair, Poor, Very Poor Condition with utilities																\$ 2,773,034



**MAINTENANCE CONTRIBUTION AGREEMENT FOR THE RUSTY  
ALLEN AIRPORT BETWEEN THE CITY OF LAGO VISTA, TX AND RUSTY  
ALLEN AIRPORT PROPERTY OWNERS ASSOCIATION, INC.**

**STATE OF TEXAS**

**COUNTY OF TRAVIS**

This Maintenance Contribution Agreement (the "Agreement") for the Rusty Allen Airport is entered into and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Lago Vista, Texas, a Texas home-rule municipal corporation (the "City"), as the owner, and sponsor, of the Rusty Allen Airport (the "Airport"), and the Rusty Allen Airport Property Owners Association, Inc., a Texas non-profit corporation ("RAAPOA"), who hereby contract, covenant and agree as follows:

**Whereas**, the City of Lago Vista is the owner, sponsor, and operator of the Rusty Allen Airport, located in the County of Travis, State of Texas, with the power to grant rights and privileges with respect to the Airport, pursuant to the provisions of Texas law, among other federal, state, and local laws, rules and regulations; and

**Whereas**, the Rusty Allen Airport Property Owners Association is the declarant stated in the Covenants, Conditions and Restrictions (hereinafter "CCRs" filed of record in Travis County, Texas and who represents owners of real property adjacent to the physical property of the Airport; and

**Whereas**, the RAAPOA and its members own easements granted to them and recorded in Travis County, Texas. Said easements, which are real property interests, grant its lot owner members easements "solely for ingress and egress to lot 57" (the taxiways and runways); and

**Whereas**, the RAAPOA and each of the owners and their respective guests, invitees, lessees, agents and employees shall be entitled to use the rights-of-way and easements to access the taxiways and runways of the Rusty Allen Airport as stated in the CCRs.

**Whereas**, the RAAPOA members are granted in their Covenants, Conditions, and Restrictions document the non-exclusive right, subject to the rules and regulations adopted from time to time by local, state, and federal agencies asserting jurisdiction, ingress and egress to the taxi ways and runways for aircraft taxiing, take-offs and landings upon the Runway which is now owned, sponsored, and operated by the City; and



**Whereas,** the City and RAAPOA entered into a Funding Commitment Agreement for the Rusty Allen Airport dated February 21, 2019 for a term of five (5) years (hereinafter the “Current Agreement”). ; and

**Whereas,** the City and the RAAPOA have never entered into any agreement which restricts or encumbers entry and access to the taxiways and runways due to the easements granting those real property rights to lots owned by RAAPOA members which have been in place since the 1990’s, predating the Act; and

**Whereas,** any non-POA properties which do not own easements preexisting the Act which want or need access to the airport will need to enter into a Through the Fence agreement with the City

**Whereas,** the parties desire to enter into this Agreement, to amend or supplant the Current Agreement, and state their exemption to or compliance with the FAA Modernization and Reform Act of 2012 (P.L. 112-95) as amended in 2018, section 136 that permits general aviation airport sponsors to enter into agreements with property owners or associations representing property owners to outline certain conditions regarding their contribution to the maintenance and support of the airport; and

**Whereas,** the Current Agreement needs to be amended to demonstrate that, despite the City’s is exemption from Sec 136 as amended by the 115<sup>th</sup> Congress in the 2018 Reauthorization Act Sec. 185, the City has attempted to address the disparity of contributions from the RAAPOA and address the presence of commercial operations on private properties adjacent to the airport, as noted by the FAA Airport Compliance Program Manager in a letter to the city dated August 1, 2019; and

**NOW THEREFORE,** for and in consideration of the foregoing, together with other good and valuable consideration, the terms, conditions and mutual covenants listed in this Agreement:

## **Article 1. Mutual Consideration**

**Section 1. Amendment of Current Agreement.** The RAAPOA and the City agree this amendment of the Current Agreement provides material benefits to the RAAPOA and the City and continues as good and sufficient consideration for the promises, covenants, agreements and commitments by the RAAPOA and the City pursuant to this Agreement.



**Article 2.**  
**Consideration and Services by City**

Section 1. Airport Operation and Management. The City has established and provided for the operation and management of the Airport. The City shall continue to fund and provide for the operation, management and continuation of the Airport as found appropriate from time to time, by the city council of the City and as obligated by the funding received from TXDOT and the FAA.

Subject to annual appropriations, the City agrees to provide the following services under normal conditions precluding the occurrence of any catastrophic event including but not limited to:

- 1.) Maintaining City owned runways, taxiways, airplane parking ramps and car parking lots in an operable condition;
- 2.) Mowing the grass on the City owned airport property in accordance with city codes;
- 3.) Maintaining and keeping all lighting in an operable condition to include runway lights, rotating beacon, PAPI (precision approach path indicator) and ramp lighting in accordance with FAA standards for day, night VFR and IFR conditions and pay for the electricity to operate same;
- 4.) Maintaining the AWOS (Automatic Weather Observing System) in an operable condition and all associated equipment and paying for the electricity and telephone service to operate same. In addition, keep and pay for the AWOS maintenance agreement with TX DOT; and
- 5.) Maintain drainage on City owned airport property in an operable manner.

Section 2. Capital Improvements. The City may, as appropriate in the judgment of the city council, from time to time seek state and federal grants for improvement of the Airport.

**Article 3.**  
**Consideration And Performance by the RAAPOA.**

Section 1. Operating Payments to City. The RAAPOA shall, annually during the term of this Agreement, assess and collect funds and dues from its property owners sufficient for RAAPOA to pay the Maintenance Contribution provided in Section 2 to be paid by RAAPOA to the City.



Section 2. Maintenance Contribution. The RAAPOA shall pay as a maintenance contribution to the City the sum \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the "Annual Maintenance Contribution") on or before July 1st each year during the term of this Agreement. Such use fee contribution shall be used by the City to fund and pay a portion of the annual operating and maintenance expenses of the Airport, runways and taxiways and for no other purpose. The city will assess a late penalty of \$25 for every day the RAAPOA fails to remit payment 7 calendar days after the payment date described above.

The maintenance Contribution is based on a portion the rates and charges of other on-airport tenants and operators making similar use of the airport. For the purposes of this agreement, the maintenance Contribution is based on a portion the tie-down rental fee which is \$50/month with a 10% discount for paying annually. The City and the RAAPOA recognize that the Owner has annual expenses to maintain the airport and that the intention of these Maintenance Contributions is to provide for a portion of those annual operating expenses and to be non-discriminatory in nature.

Section 3. Cost of Improvements. Nothing herein, shall preclude the City from funding Capital Improvement on or around the Airport which are not supported by grants or that may be funded in entirety by the City; however, all Capital Improvements undertaken at the Airport are subject to the approval of the City. Notwithstanding the foregoing, RAAPOA shall not be directly responsible for the funding of Capital Improvements unless said improvements are agreed to in writing to be directly funded by RAAPOA in advance of initiation of same.

Section 4. Collection of Funds. The RAAPOA shall, during the term of this Agreement, use all reasonably available lawful means, including but not limited to filing suit, enforcement of liens, foreclosure and denial of membership privileges, to collect from its members funds sufficient to meet its obligations pursuant to this Article 3. RAAPOA shall make assessment on each property within RAAPOA, said assessments shall be levied and collected pursuant to RAAPOA Covenants, Conditions and Restrictions, the Bylaws and all amendments thereto.

Section 5. Construction and Maintenance of Private-Use Infrastructure: It is understood and agreed that each individual RAAPOA member property shall construct all private-use infrastructure, required and acceptable to the City, at individual property owner's sole cost and expense. Accordingly, RAAPOA and its members covenant and agrees as follows:

- a. To construct the private-use infrastructure on the individual RAAPOA member's or City's property as may be required for access from the private property to the taxiway and runway system. All construction



on City's property must be approved by City prior to the commencement of construction. During the term of this agreement, the individual RAAPOA members shall also be solely responsible for all maintenance (snow removal, utility costs, turf or pavement maintenance, pavement markings, etc.) of said private-use infrastructure used by its members to access the taxiways and runway and shall at all times maintain it in good repair.

Notwithstanding anything herein contained to the contrary, RAAPOA members expressly agree to pay any and all costs associated with each property's private-use infrastructure required by the City for accessing the taxiway and runway systems by the individual RAAPOA members. These costs would be in addition to and separate from to the Maintenance Contribution.

Section 6. City Owned Lots. Any lots owned by the City, or lots purchased by the City in the future, will not be subject to the annual RAAPOA property dues and the City will not be a member of the RAAPOA.

#### **Article 4. Prohibitions**

Section 1. No Commercial Aeronautical Uses without Registration: No RAAPOA members shall engage in any temporary or permanent commercial aeronautical activity on the land owned by the RAAPOA member without appropriate permits (i.e. business license) issued by the City. This permit process will not be discriminatory in nature, will not create an encumbrance to the furthering of general aviation, and will not have requirements beyond what is required to operate any other type of business in the city. This permitting process is for the purpose of the City having a registry of all commercial aeronautical businesses located on private properties adjacent to the airport which includes but is not limited to any activity or service for compensation, exchange, trading, buying, selling, or hire or any other revenue producing activity, whether or not a profit is derived, which makes possible, or is required for the operation of an aircraft, or contributes to or is required for, the safety of such operations. RAAPOA members understand that commercial aeronautical businesses on RAAPOA member properties must not undercut or hinder the City's ability to offer the same services at the airport. If such a condition is found to exist, the City will provide 6 months' notice to the RAAPOA member to correct the disparity and will also allow the RAAPOA member the opportunity to bid on offering such services on-airport in the event the service will be provided by someone other than the City.

City recognizes established zoning ordinances that permits specific residential and/or commercial uses within specific zones. All RAAPOA members property is zoned C-4 or RR-A and only businesses that fit within those zoning ordinance's allowed businesses will be permitted, subject to the paragraph above. Furthermore, the RAAPOA and each of the owners



and their respective guests, invitees, lessees, agents and employees are granted use of the easements to access the taxiways and runways of the Rusty Allen Airport as stated in the CCRs.

Section 2. Sale of Aviation Fuels Prohibited: RAAPOA shall not permit any person or entity to sell aviation fuels on land owned by RAAPOA described herein. If the City is not offering a type of fuel (i.e., "Jet Fuel"), it can be offered for sale from an RAAPOA property.

Section 3. Prohibitions and Restrictions on Access: The RAAPOA is specifically prohibited from granting or selling any access/egress to the Airport through the aforementioned property to any other properties. This restriction also includes the RAAPOA members taking reasonable precautions acceptable to the City to prevent the accidental access to the Airport by vehicles, pedestrians, pets, etc., should the city choose to secure the remaining perimeter of the Airport property in the future.

## **Article 5.**

### **General Provisions.**

Section 1. Term. The term of this Agreement shall be sixty (60) months beginning upon the \_\_\_\_ day of \_\_\_\_\_, 2023, and expiring at 12:00 P.M. local time on the last day of \_\_\_\_\_, and for successive like periods unless terminated with written notice by either party served ninety (90) days before the end of the current term.

Section 2. City Funding. Any and all funding by the City of Lago Vista under this agreement is subject and limited to annual appropriations as approved by the City Council. For any fiscal year that the City does not appropriate funds sufficient in the judgment of the City Council to perform the City's obligations under Article 1, Section 1, the RAAPOA may terminate this Agreement.

If the city materially reduces or does not provide the services listed in Article 2, Section 1, the Maintenance Contribution as defined in Article 3, Section 2, shall be amended accordingly.

Section 3. Airport Property. All property, real or personal, and all assets, equipment, furniture and fixtures presently or hereafter located on the grounds and city owned property of the Airport shall, as between the City and the RAAPOA, be and remain the property of the City. All assets, equipment, furniture, fixtures and supplies purchased with funds and monies paid by the RAAPOA to the City pursuant to this Agreement shall be and become assets and property of the City immediately upon the purchase or other acquisition of such assets or property.



Section 4. Entire Agreement. This Agreement embraces the entire agreement between the parties hereto and no statement, remark, agreement, or understanding either oral or written, not contained herein shall be recognized or enforced, except that this Agreement may be modified by a written addendum by and between the City and the RAAPOA. Effective as of the date of the execution of this Agreement by both parties, all other contracts, agreements and leases by and between the City and the RAAPOA are cancelled.

Section 5. Termination of Agreement.

(a) The City, at its option, may declare this Agreement terminated in its entirety upon the happening of any one or more of the following events and may exercise all rights related to the termination of this Agreement:

- (1) The RAAPOA annual fee outlined in Article 2, Section 3, or any part thereof, are unpaid for 30 days, or
- (2) If RAAPOA shall file a voluntary petition in bankruptcy, or make a general assignment for the benefits of creditors, or if the RAAPOA is adjudicated as bankrupt, or RAAPOA otherwise assigns or attempts to assign its interest herein without the required prior written consent of City; or

(b) Notice of Default: If the RAAPOA shall default in the performance of any other term of this Agreement (except the payment of fees), then the City shall send to the RAAPOA a written notice of default, specifying the nature of the default, and RAAPOA shall, within thirty (30) days after the date of the notice, cure and remedy the default, and this Agreement shall then continue as before.

- (1) If the RAAPOA shall fail to timely cure and remedy such default, the City shall have the right to declare, by written notice to the RAAPOA, that the RAAPOA is in default, and to use all remedies available to the City under this Agreement. However, if by its nature, such default cannot be cured within such thirty (30) day period, such termination shall not be effective if the defaulting party commences to correct such default within said thirty (30) days and corrects the same as promptly as reasonably practicable.
- (2) Termination of this Agreement for non-payment of fees to City by RAAPOA shall not become effective until after the expiration of thirty (30) days written notice thereof by City to RAAPOA and RAAPOA fails to pay all monies owed fully within said period.
- (3) If RAAPOA shall use or permit the use of the RAAPOA's premises at any time for any purpose which is not authorized by this Agreement, or if RAAPOA shall



use or permit the use thereof in violation of the law, rule or regulation (including the Airport Rules and Regulations) while on City owned property.; or

#### Section 6. Miscellaneous.

(a) For the purpose of this Agreement, the singular number shall include the plural and the masculine shall include the feminine and vise-versa, whenever the context so admits or requires.

(b) The captions and headings are inserted solely for convenience of reference and are not part of nor intended to govern, limit, or aid in the construction of any provision hereof.

(c) This Agreement shall be governed by the laws of the State of Texas and construed thereunder, and venue of any action brought under this document shall be in Travis County, Texas.

(d) If any section, paragraph, sentence, or phrase entered in this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this Agreement which can be given effect without the illegal or unenforceable section, paragraph, sentence, or phrase and to this end, the provisions of this Agreement are declared to be severable.

(e) The recitals hereinabove are incorporated herein and made a part of this contract.

(f) Save and except for conduct, e.g. intentional wrongful action, that may not be insured against, or that is commonly excepted from insurance coverage, the City shall be solely responsible for any liabilities or claims that may arise from or with respect to the performance, or non-performance, of the duties and responsibilities of the Parties with respect to the operation and maintenance of the Airport; provided that this provision shall not be construed to create, establish or support any benefit, right or claim for or on behalf of any third party. This provision is solely for the benefit of the City and the RAAPOA, and the City will obtain and maintain such liability insurance or risk pool coverage as the City finds necessary and reasonable to insure the City and its officers and employees against any claim or cause of action arising out of the operation and maintenance of the Airport.

(g) The fact that the property owners have recorded easements in place since the 1990's granting access to the taxi ways and runway prohibits the ability for the city to comply with some of the requirements of the Airport Modernization and



Reform Act of 2012 as amended by the 115<sup>th</sup> Congress in the 2018 Reauthorization Act to provide an exemption as stated in Sec. 185. Both parties acknowledge that the RAAPOA's access via easement stands in lieu of a through the fence agreement, and this maintenance contribution agreement is for the purpose of formalizing the RAAPOA's contribution to the city's operation of a safe and well maintained airport and is intended to help aid in the city securing funding from TXDOT and (or) FAA sources for the maintenance and development of the Rusty Allen Airport.

EXECUTED and effective, as of the \_\_\_\_ day of \_\_\_\_\_, 2023.

City of Lago Vista

Rusty Allen Airport Property Owners Association

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

ATTEST:

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



**Rusty Allen Airport Property Owners Association (RAAPOA)**  
**304 Flightline Rd.**  
**Lago Vista, TX 78645**

Mayor Ed Tidwell  
City of Lago Vista, Texas  
5803 Thunderbird St #101  
Lago Vista, TX 78645

July 1, 2021

Subject: Rusty Allen Airport  
Section 47107(s) of title 49, United States Code Sec. 185 Grandfathering of certain deed agreements granting through-the-fence access to general aviation airports.

Mayor Tidwell:

Since the late 1990's reasonable questions have been raised at a national level about the equity of airport land use at obligated airports<sup>i</sup>. An obligated airport is one that receives federal grant funds for the purpose of maintaining a safe aviation environment. Those federal dollars help maintain the airport's safe use for all taxpayers. An inequity was discovered at some airports around the country between businesses leasing airport property and businesses on adjacent private property with direct taxiway access to the airport. Both businesses benefit from the airport; however, only businesses inside the airport property pay for the benefit by way of ground leases, facility leases, and other airport use fees. The inequity favors the business outside with potentially lower overhead costs and it harms the airport sponsor by reducing the airport's revenue.

In 2000, FAA completed a report to congress detailing its planned compliance efforts to address the observed inequities as it relates to federal funds. That report stimulated congressional debate leading to an amendment in 2012 to Title 49 United States Code Section 47107<sup>ii</sup> viz:

**SEC. 136. AGREEMENTS GRANTING THROUGH-THE-FENCE ACCESS TO  
GENERAL AVIATION AIRPORTS.**

(a) IN GENERAL.—Section 47107 is amended by adding at the end the following:

“(t) AGREEMENTS GRANTING THROUGH-THE-FENCE ACCESS TO GENERAL AVIATION  
AIRPORTS.—

“(1) IN GENERAL.—Subject to paragraph (2), a sponsor of a general aviation airport shall not be considered to be in violation of this subtitle, or to be in violation of a grant assurance made under this section or under any other provision of law as a condition for the receipt of Federal financial assistance for airport development, solely because the sponsor enters into an agreement that grants to a person that owns residential real property adjacent to or near the airport access to the airfield of the airport for the following:

“(A) Aircraft of the person.

“(B) Aircraft authorized by the person.

“(2) THROUGH-THE-FENCE AGREEMENTS.—

“(A) IN GENERAL.—An agreement described in paragraph (1) between an airport sponsor and a property owner (or an association representing such property owner) shall be a written agreement that prescribes the rights, responsibilities, charges, duration, and other terms the airport sponsor determines are necessary to establish and manage the airport sponsor's relationship with the property owner.



“(B) TERMS AND CONDITIONS.—An agreement described in paragraph (1) between an airport sponsor and a property owner (or an association representing such property owner) shall require the property owner, at minimum—

“(i) to pay airport access charges that, as determined by the airport sponsor, are comparable to those charged to tenants and operators on-airport making similar use of the airport;

“(ii) to bear the cost of building and maintaining the infrastructure that, as determined by the airport sponsor, is necessary to provide aircraft located on the property adjacent to or near the airport access to the airfield of the airport;

“(iii) to maintain the property for residential, non-commercial use for the duration of the agreement;

“(iv) to prohibit access to the airport from other properties through the property of the property owner; and

“(v) to prohibit any aircraft refueling from occurring on the property.”.

(b) APPLICABILITY.—The amendment made by subsection (a) shall apply to an agreement between an airport sponsor and a property owner (or an association representing such property owner) entered into before, on, or after the date of enactment of this Act.

The 115<sup>th</sup> Congress amended Sec. 136 in the 2018 Reauthorization Act to provide an exemption as stated in Sec. 185, viz:

**SEC. 185. GRANDFATHERING OF CERTAIN DEED AGREEMENTS GRANTING THROUGH-THE-FENCE ACCESS TO GENERAL AVIATION AIRPORTS.**

Section 47107(s) of title 49, United States Code, is amended by adding at the end the following:

“(3) EXEMPTION.—The terms and conditions of paragraph (2) shall not apply to an agreement described in paragraph (1) made before the enactment of the FAA Modernization and Reform Act of 2012 (Public Law 112–95) that the Secretary determines does not comply with such terms and conditions but involves property that is subject to deed or lease restrictions that are considered perpetual and that cannot readily be brought into compliance. However, if the Secretary determines that the airport sponsor and residential property owners are able to make any modification to such an agreement on or after the date of enactment of this paragraph, the exemption provided by this paragraph shall no longer apply.”.

Congress’s mandate to FAA, applied as intended, fosters equity between users of the federal aviation system, and ensures that control of the airport land and its facilities is retained by the local airport sponsor. With the reasonable understanding that;

- a) there were agreements in place prior to February 2012, and;
- b) some of those agreements are considered perpetual in nature and cannot readily be brought into compliance.

These two important elements of Sec. 185 create the exemption for airports like Lago Vista’s Rusty Allen Airport whose inception, development, and legal land use differs substantially from “conventional” publicly developed, publicly owned, general aviation airports.

Conventionally, a municipal airport is created when local city representatives agree within the charter of their municipality to finance, plan, design, construct, operate and maintain a municipal airport. With constituent approval, they obligate local funds and seek state and federal support where outside contributions are available. They acquire land, hire planners, engineers and contractors, zone or re-zone property and build the airport. They hire and train staff to operate and maintain the new facility. Ideally, the airport generates a sufficient revenue stream to retire bonds and offset ongoing operating and maintenance expenses. In time, developers may acquire land adjacent to the airport for hotels,



restaurants, or other businesses to accommodate air travelers and increase the municipality's economic development footprint. 49 U.S. Code § 47107 Sec. 136 allows the development of adjacent private property with direct access to an obligated airport by complying with grant assurances specified in 49, U.S.C., subtitle VII, as amended (FAA Airport Sponsor Assurances).

In Sec. 185 of 49 U.S. Code § 47107 Congress recognized that all obligated general aviation airports are not "conventionally" developed, municipally controlled facilities. Congress recognized that obligated airports may have granted deeded access to adjacent property with rights of perpetual access that pre-date the Reauthorization Act of 2012. Congress wisely understood that requirements imposed by FAA to terminate those agreements could result in irreparable harm, legal action, and significant impacts to the airport sponsor and the aviation community. The Sec. 185 exemption was included in the 2018 Reauthorization Act to provide reasonable relief to obligated airports in unique situations like Lago Vista's Rusty Allen Airport.

Rusty Allen Airport is a unique experiment, a valuable civil air facility, and a true gem in the heart of the Texas hill country. In the early 1950's the airport's private sector founders recognized the importance of air access to the remote area on the north shore of Lake Travis, many miles from the State Capitol and the University in downtown Austin. In the late 1950's the vision of a larger Lago Vista community began and in 1980's the City of Lago Vista was incorporated. As the population grew, travel to and interest in the little private airport increased. Construction of various facilities within the airport property for airplane storage, commercial and residential use began in the 1980's. Over time, ownership of the airport changed hands until in 1993 Lago Vista Airport Inc., a private enterprise, offered the airport runway and taxiways to the City of Lago Vista. The City's elected officials carefully considered the airport's value, its costs, and potential future viability. With significant donations from the airport property owners to offset transactional costs, the City became the proud owner of the airport runway and taxiways (known as Lot 57) on August 25, 1994.<sup>iii</sup>

The City's acquisition of Lot 57 created a viable integrated public / private partnership with the Rusty Allen Airport private property owners that further attracted aviators to invest in the airport and the City's economic development. The symbiotic relationship between the City and the private airport property owners germinated and matured over the years resulting in property owners – public and private pitching in to maintain the airport for public general aviation<sup>iv</sup>. Private landowners partnered with city staff to mow the grass, acquire and maintain an airport automated weather observation station (AWOS), establish instrument flight rule (IFR) flight approaches for landing in low visibility weather, clear runway protection zones, acquire and maintain a fuel farm, and in recent years, help the city increase its ability to generate revenue with the purchase of outparcels and plans to build and lease city owned hangars. The integrated public / private ownership has served the public by maintaining a second public airport in Travis County that offers medical air transport, airborne wildfire protection, a military practice area, and entices future economic development on the north shores of Lake Travis.

Four years prior to the City's acquisition of Lot 57 and 22 years prior the 2012 FAA Modernization and Reform Act, the airport property owners filed a Declaration of Covenants Conditions and Restrictions<sup>v</sup>



(CC&R's) for the entire airport property, including all of the individually owned parcels adjacent to Lot 57 - the runway and taxiways. The CC&R's established a unified and perpetual agreement "*...which shall run with the real property and be binding upon all parties having any rights, title or interest in the above-described properties or any part hereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.*" Article VI paragraph 6.01 further clarifies duration of the CC&R's as having;

- a) an initial term of 25 years,
- b) automatic extension of successive five-year terms in perpetuity

From the CC&R's recording at the county clerk's office on May 8, 1990 through the City of Lago Vista's acquisition of Lot 57 on August 25, 1994, to the present time, the only changes agreed by the declarant and property owners relate to assessment of fees for the purpose of general airport maintenance. The annual assessments have varied over the years and are currently established at \$325 per annum until 2024, and access to the airport from each individual RAAPOA property has never been predicated upon the assessment of fees. There has never been a recorded discussion among airport property owners to amend the CC&R's in any manner that would restrict, impede, obstruct, or toll each property owner's perpetual access to the taxiways and runway. Likewise, there has never been a recorded discussion among property owners in favor of an amendment to the CC&R's for the public partner to control the private partner's annual assessment lawfully established by the declarant.

Assessments within the CC&R's are determined by the declarant, which was Lago Vista Airport, Inc. at the time of the CC&R recording. By legal instrument filed February 21, 1995<sup>vi</sup> the responsibility of the declarant was transferred to the Bar K Airport Property Owners Association, Inc; now the Rusty Allen Airport Property Owner's Association (RAAPOA or Association). The private partners – property owners that make up the Association, have historically invested their annual assessments to help the City of Lago Vista maintain a safe airport for the public. Assessments levied by the Association will continue to be the private party's participation in support of a safe public airport.

The legally established perpetual access each airport property owner enjoys to the public runway and taxiways is conveyed from seller to purchaser by deed restriction (CC&R's). Each seller and purchaser have reasonably relied upon that deeded access to establish a fair valuation for the property. Any impact to the perpetual deeded access would inflict immediate and irreparable harm to the property owners whose purpose in acquiring airport property was intrinsically connected to their access to the airport runway and taxiways.

Airport property owners have remarked that their private homes in town have perpetually deeded access to the public sidewalks and streets, connecting their private property to public commerce. Removing or restricting perpetually deeded access at their private residence is not different than removing or restricting access to their perpetually deeded access at the airport.



**We, the president, board, and full membership of RAAPOA, respectfully request that the City of Lago Vista - in its capacity as the airport sponsor, submit a request to TxDOT – in its capacity as FAA’s representative, for relief from Sec. 136 of the FAA Reauthorization Act of 2012 related to unapplicable restrictions to the Rusty Allen airport property owners perpetually deeded access. We assert that Congress’ exemption to Sec. 136, enumerated in Sec. 185 of the 2018 Reauthorization Act is applicable to the Rusty Allen airport property owners based on these facts;**

- a) private property owners within airport property have legally established perpetual deeded access to the publicly held airport runway and taxiways<sup>vii</sup>,**
- b) legal documents establishing private property owner’s perpetual access pre-date, by more than 22 years, the February 2012 FAA Modernization and Reform Act (Public Law 112–95),**
- c) legal documents conveying the airport runway and taxiways to the City of Lago Vista, creating the integrated public / private partnership also pre-date, by more than 17 years, the February 2012 FAA Modernization and Reform Act (Public Law 112–95).**

Texas is very proud of its Austin-Bergstrom International Airport in the southeast corner of Travis County. 40 miles to the northwest in the opposite corner of the county, Lago Vista residents are equally proud of the county’s only other public airport. The property owner’s association and our many neighbors and friends throughout Lago Vista and the central Texas aviation community eagerly await a favorable response from TxDOT so that much needed work can be completed on the airport runway and taxiways.

We are available at your request to help assemble documentation to expedite TxDOT’s review. We are also available to participate in meetings with TxDOT through the City’s Airport Advisory Board.

Respectfully submitted,

James Peck  
President, RAAPOA

Glenn Chiappe, Vice Pres. | Lisa Schafer, Treasurer | Dick Smith, Secretary | Kevin Crozier, at large.

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<sup>i</sup> GAO Report RCED-99-109

<sup>ii</sup> FAA Modernization and Reform Act of 2012

<sup>iii</sup> Lot 57 Vol. 12265 Pg. 01400 Travis County Deed Records

<sup>iv</sup> Reference RAAPOA Website; airport history

<sup>v</sup> CC&R Vol. 11201 Pg. 1933 Travis County Deed Records

<sup>vi</sup> Declarant transfer Vol. 12378, Pg. 267 Travis County Deed Records

<sup>vii</sup> CC&R Vol. 11201 Pg. 1933 Travis County Deed Records



## **RESIDENTIAL THROUGH THE FENCE AIRPORT AGREEMENT FOR NON-AVIATION ACTIVITIES AT THE RUSTY ALLEN AIRPORT**

This Residential Through the Fence (“RTTF”) Agreement for Non-Commercial Aviation Activities (“Agreement” or “RTTF Agreement”) is entered into by and between the City of Lago Vista, Texas, a Texas home-rule municipal corporation (the “City” or “Grantor”), as the owner, and sponsor, of the public airport known as the Rusty Allen Airport (“Airport”), and \_\_\_\_\_, a(n) individual, association, limited liability company or corporation organized and existing under federal, state and local laws, (“Grantee”) owner of property located at \_\_\_\_\_.

**Whereas**, the City of Lago Vista is the owner, sponsor, and operator of the Airport, located in the County of Travis, State of Texas, as further specified in Exhibit A attached hereto and incorporated herein for all purposes.

**Whereas**, the City of Lago Vista The City as the owner and operator of the Airport has the power to grant rights and privileges with respect to the access and use thereof pursuant to the provisions of the federal, state, and local laws, and the rules and regulations established by the City Council; and

**Whereas**, Grantee seeks to taxi aircraft from their property “through the fence” to the Airport property and to use the Airport runway and taxiway system; and

**Whereas**, Grantee was granted through Declaration of Covenants Conditions and Restrictions for the Lago Vista Bar-K Airport Subdivision originally executed on May 8, 1990, as amended, (Exhibit B) the non-exclusive right, subject to the rules and regulations adopted from time to time by local, state, and federal agencies asserting jurisdiction, to conduct aircraft take-offs and landings upon the Runway now owned, sponsored, and operated by the City; and

**Whereas**, the parties desire to enter into this Agreement to comply with the FAA Modernization and Reform Act of 2012 (P.L. 112-95) section 136 that permits general aviation airport sponsors to enter into agreements with property owners or associations representing property owners provided these agreements comply with certain conditions set forth in this Agreement; and

**Whereas**, the Funding Commitment and Agreement dated February 21, 2019 needs to be amended to comply with federal law, as noted by the FAA Airport Compliance Program Manager in a letter to the city dated August 1, 2019; and

**Whereas**, the Parties desire that the 2019 Funding Commitment and Agreement be terminated and that this RTTF supersede and replace the 2019 Funding Commitment and Agreement for the subject property.



**NOW THEREFORE**, for and in consideration of the foregoing, together with other good and valuable consideration, the terms, conditions, and mutual covenants listed in this Agreement, the Grantor and Grantee hereby contract, covenant and agree as follows:

## **ARTICLE I. PROPERTY WITH RIGHT OF ACCESS**

- A. Airport Property. All property, real or personal, and all assets, equipment, furniture, and fixtures presently or hereafter located on the grounds and City-owned property of the Airport shall, as between the Grantor and the Grantee, be and remain the property of the Grantor. (Exhibit A) All assets, equipment, furniture, fixtures, and supplies purchased with funds and monies paid by the Grantee to the Grantor pursuant to this Agreement shall be and become assets and property of the Grantor immediately upon the purchase or other acquisition of such assets or property.
- B. Grantee's Property. Legal Descriptions of Grantee's Property with Right of Access is included as "Exhibit C attached hereto and incorporated herein. The Boundaries of the Airport are delineated on Grantor's Airport Layout Drawing (ALD). The ALD may be updated and revised from time to time. The latest Federal Aviation Administration (FAA) approved ALD is attached as "Exhibit A" and incorporated by reference in this Agreement.
- C. Property Subject to Access. Through-the-fence access shall be limited to that certain portion of the Airport boundary, as shown on the plan as marked in the attachment "Exhibit D."

## **ARTICLE II. CONSIDERATION AND SERVICES BY GRANTOR**

- A. Airport Operation and Management. The City has established and provided for the operation and management of the Airport. The City shall continue to fund and provide for the operation, management and continuation of the Airport as found appropriate from time to time, by the city council of the City.

Subject to annual appropriations, the City agrees to provide the following services under normal conditions precluding the occurrence of any catastrophic event including but not limited to:

1. Maintaining City owned runways, taxiways, airplane parking ramps and car parking lots in an operable condition;
2. Mowing the grass on the City owned airport property in accordance with city codes;



3. Maintaining and keeping all lighting in an operable condition to include runway lights, rotating beacon, PAPI (precision approach path indicator) and ramp lighting in accordance with FAA standards for day, night VFR and IFR conditions and pay for the electricity to operate same;
  4. Maintaining the AWOS (Automatic Weather Observing System) in an operable condition and all associated equipment and paying for the electricity and telephone service to operate same. In addition, keep and pay for the AWOS maintenance agreement with TX DOT; and
  5. Maintain drainage on City owned airport property in an operable manner.
- B. Capital Improvements. The City may, as appropriate in the judgment of the city council, from time to time seek state and federal grants for improvement of the Airport.
- C. Grantor Funding. Any and all funding by Grantor under this Agreement is subject and limited to annual appropriations as approved by the City Council. For any fiscal year that the City does not appropriate funds sufficient in the judgment of the City Council to perform the City's obligations under this Article II, Section 1, Grantor may terminate this Agreement. If the city materially reduces or does not provide the services listed in Article II, Section 1, the Annual Use Fee as defined in Article III, Section 3, shall be amended accordingly.

### **ARTICLE III. CONSIDERATION AND PERFORMANCE BY GRANTEE**

- A. Annual Use Fee. The use fee is based on the rates and charges of other on-airport tenants and operators making similar use of the Airport. The Grantee shall pay the City the sum of Five Hundred Forty Dollars (\$540.00) per year (the "Annual Use Fee") on or before July 1<sup>st</sup> of each year during the term of this Agreement. The Grantor and the Grantee recognize that the Grantor has annual expenses to maintain the airport and that the intention of these use fees is to provide for those annual operating expenses and to remain in good standing relative to the 2012 FAA Modernization Act's economic non-discrimination clause. Grantor will assess the daily rate of five dollars (\$5.00) for every day the User fails to remit payment seven (7) calendar days after the payment date described above.

The City may adjust the Annual Use Fee by ordinance at any time. Any change to the Annual Use Fee will be effective on July 1<sup>st</sup> of that calendar year. Any use fee adjustment shall be based on the reasonable combination of market-based pricing along with the actual annual expenditures of the Airport, not including capital expenditures, and such pricing shall be in accordance with the 2012 FAA Modernization Act economic non-discrimination clause.

- B. Cost of Improvements. Nothing herein, shall preclude the City from funding Capital Improvement on or around the Airport which are not supported by grants or that may be funded in entirety by the City; however, all Capital Improvements undertaken at the Airport



are subject to the approval of the City. Notwithstanding the foregoing, Grantee shall not be directly responsible for the funding of Capital Improvements unless said improvements are agreed to in writing to be directly funded by Grantee in advance of initiation of same.

- C. Collection of Funds. The Grantor shall, during the term of this Agreement, use all reasonably available lawful means, including but not limited to filing suit, enforcement, injunction, or any lawful means of enforcement of the terms and conditions of the Agreement to collect the amounts due and owing to the City under this Agreement.
- D. Construction and Maintenance of Private-Use Infrastructure: Grantee shall construct all private-use infrastructure, required and acceptable to the Grantor, at Grantee's sole cost and expense. Accordingly, Grantee and covenants and agrees as follows:
  - 1. Construction: To construct the private-use infrastructure on Grantee's property, access to Grantor's property may be required. All construction on Grantee's property must be approved by Grantor prior to the commencement of construction. During the term of this Agreement, Grantee shall also be solely responsible for all maintenance (snow removal, utility costs, turf or pavement maintenance, pavement markings, etc.) of said private-use infrastructure and shall at all times maintain it in good repair.
  - 2. Construction Costs: Notwithstanding anything herein contained to the contrary, Grantee expressly agrees to pay any and all costs associated with private-use infrastructure required by the City for accessing the taxiway and runway systems. These costs are in addition to the use fees described above.
- E. Maintenance of Grantee's Property: Grantee further agrees that it shall, at all times, maintain its property and all improvements thereon, and to conduct its operation(s), both on and off the Airport, in accordance with Airport Rules and Regulations. Grantee may not permit the accumulation of rubbish, debris, junk aircraft or automobile parts or other material in an illegal, unsightly, unsafe, or hazardous manner. Grantee agrees that if it fails to maintain its property, Grantor, or its representatives, shall have the right, after thirty (30) days' written notice, to come upon the property of Grantee and perform such maintenance or cause the Grantee's compliance with this provision, and to charge all expenses incurred therefore to Grantee, and/or, at the sole option and discretion of the Grantor, to terminate the rights of Grantee within this Agreement in accordance with the terms and conditions herein. If Grantor determines that termination is an appropriate remedy, Grantee shall forfeit the remaining value of the fee it paid for the then-current year. Grantee agrees to reimburse Grantor for all costs incurred by Grantor in performing such maintenance and compliance and all costs incurred in collecting such reimbursement.
- F. Maintenance of runway and taxiways: Grantor reserves the right, but shall not be obligated to Grantee, to maintain and keep in repair the runway and taxiways of the Airport, together with the right to direct and control all activities of Grantee in this regard. City shall use best efforts to seek funding necessary to support airport maintenance needs,



including applying for state and federal grants for airport maintenance and capital improvements, when eligible and approved by City Council.

- G. Right to Remove Obstruction: Grantor reserves the right to take action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Grantee from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of the Grantor, would limit the usefulness of the Airport or constitute a danger or hazard to aircraft or air navigation. Grantee may not construct any building or improvement on its property unless it has received the written concurrence of the grantor upon at least 60 days' advance, written notice and filed all appropriate documentation with the FAA and received an FAA letter approval.
- H. Future Development by Grantor: Grantor reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or views of the Grantee, and without interference or hinderance.

#### **ARTICLE IV. PROHIBITIONS**

- A. No Commercial Aeronautical Uses: Grantee shall not permit any person or entity to engage in any temporary or permanent commercial aeronautical activity on the land owned by the Grantor described here above under this Residential Through the Fence Agreement. This prohibition includes the following but is not limited to any activity or service for compensation, exchange, trading, buying, selling, or hire or any other revenue producing activity, whether or not a profit is derived, which makes possible, or is required for the operation of an aircraft, or contributes to or is required for, the safety of such operations.
- B. Sale of Aviation Fuels Prohibited: Grantee shall not permit any person or entity to sell aviation fuels on land owned by Grantor described herein.
- C. Prohibitions and Restrictions on Access: Grantee is specifically prohibited from granting or selling any access/egress to the Airport through the Grantee's property to any other parties. This restriction also includes Grantee taking reasonable precautions acceptable to the Grantor to prevent accidental access to the Airport by vehicles, pedestrians, pets, etc. should the Grantor choose to secure the remaining perimeter of the Airport property in the future.
- D. Prohibition of Exclusive Rights: The Grantee understands that no exclusive right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including (without limitation) maintenance, repair and fueling) that it may choose to perform. Grantee further understands and agrees that nothing in this Agreement may be construed to grant or authorize the granting of an exclusive right forbidden by Section 308 of the Federal Aviation Act of 1958 or its successors.



- E. Transfer or Assignment of Agreement: This Agreement shall not be sold, assigned, or otherwise conveyed or transferred by Grantee to any other person, corporation, association, partnership, municipal corporation, or public body. This Agreement shall not pass with any sale, lease, or other disposal of Grantee's property adjacent to the Airport. Grantee's rights shall automatically terminate in the event Grantee disposes of its interest in the property adjacent to the Airport, or in the event of the bankruptcy or dissolution of Grantee. Should Grantee violate this provision, Grantee shall be declared in default, and Grantor, at its sole option and discretion, may cancel this Agreement, and rights, title and interest of Grantee shall cease and terminate.

## **ARTICLE V. TERM, TERMINATION AND DEFAULT**

- A. Term. The term of this Agreement shall be sixty (60) months beginning upon the 1<sup>st</sup> day of \_\_\_\_\_, 2022, and expiring at 12:00 P.M. local time on the last day of \_\_\_\_\_ 2027, and for successive like periods unless terminated with written notice by either party served ninety (90) days before the end of the current term.
- B. Termination of Agreement. This agreement may be terminated for any of the following reasons:
1. Mutual agreement of the parties
  2. Sale, transfer of the property –
  3. Failure to cure an Event of Default within the specified time after notice and opportunity to cure.
- C. Events of Default by Grantee: The following are events of default by the Grantee:
1. Failure to pay the Annual Use Fee, or any part thereof, for 30 days, or
  2. If Grantee is adjudicated as bankrupt, or Grantee otherwise assigns or attempts to assign its interest herein without the required prior written consent of Grantor; or
  3. If Grantee shall use or permit the use of the Grantor's premises at any time for any purpose which is not authorized by this Agreement, or
  4. if Grantee shall use or permit the use thereof in violation of the law, rule, or regulation (including the Airport Rules and Regulations), to which the Grantee has agreed to conform.
  5. Notice of Default: Grantor shall provide Grantee written notice of Default, specifying the nature of the default, for any provisions of this Agreement.



- a. Grantee shall have fifteen (15) days from the date of the notice to cure default of (C)(1) above.
  - b. Grantee shall have thirty (30) days from the date of the notice to cure default of C(2), (C)(3), (C)(4) or any other default of this Agreement.
6. Failure to Cure Default.
- a. If Grantee shall fail to timely cure and remedy such default, the City shall have the right to declare, by written notice to the Grantee, that Grantee is in default, and to use all remedies available to the Grantor under this Agreement, including temporary or permanent injunction, use of physical barriers to prevent access, and any lawful means of debt collection.
  - b. However, if by its nature, such default cannot be cured within such thirty (30) day period, such termination shall not be effective if the defaulting party commences to correct such default within said thirty (30) days and corrects the same as promptly as reasonably practicable.

## **ARTICLE VI. INDEMNITY AND INSURANCE**

- A. THE GRANTEE SHALL INDEMNIFY, SAVE, AND HOLD GRANTOR HARMLESS FROM ANY CLAIM OR LIABILITY ARISING OUT OF GRANTEE'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING COSTS AND ATTORNEYS' FEES THAT ARISE FROM ANY CLAIM UNDER THIS AGREEMENT. THIS INDEMNITY APPLIES TO, AND BINDS, GRANTEE'S SUCCESSORS, HEIRS, AND ASSIGNS.
- B. Grantee shall procure and continue to maintain in effect throughout the term of this Agreement, Comprehensive Aviation Liability insurance, including coverage for premises/operations, contractual and personal injury, in an amount not less than \$1,000,000 combined Single Limit per occurrence for Bodily Injury (including death) and Property Damage Liability. Grantee must provide certificate(s) evidencing such insurance to be in full force and effect and bear endorsements naming Grantor as an Additional Insured. Grantee must provide 30 days' written notice to Grantor prior to any change, cancellation, or expiration of insurance. **To the extent allowed by law, nothing in this agreement may be construed as waiving Grantor's sovereign, governmental, or official immunity. for matters not related to this agreement**

## **ARTICLE VII. NONDISCRIMINATION**

The Grantee, for itself, and its personal representatives, as part of this consideration within this Agreement, understands that no person shall be excluded from participants (1) in, denied the benefits of, or otherwise subjected to discrimination in the use of its facilities on the grounds of race, color, creed, sex, national origin, disability or age or (2) in the construction of any



improvement on, over, or under such land and furnishing of service, no person shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, on the grounds of race, color, creed, sex, national origin, disability, or age and (3) Grantee shall use the premises in compliance with any and all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as these regulations may be amended. In the event of breach of any of the preceding nondiscrimination covenants, Grantor shall have the right to terminate this Agreement, and hold the same as if said Agreement had never been made or issued.

#### **ARTICLE VIII. AFFIRMATIVE ACTION**

If applicable, the Grantee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E on the grounds of race, color, creed, sex, national origin, disability, or age. The Grantee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Grantee assures that it will require that its covered sub-organizations provide assurances to the Grantee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E to the same effect.

#### **ARTICLE IX. MISCELLANEOUS**

- A. Rules of Construction. For the purpose of this Agreement, the singular number shall include the plural and the masculine shall include the feminine and vise-versa, whenever the context so admits or requires.
- B. Captions. The captions and headings are inserted solely for convenience of reference and are not part of nor intended to govern, limit, or aid in the construction of any provision hereof.
- C. Recitals. The recitals hereinabove are incorporated herein and made a part of this contract.
- D. Notices.

#### **TO GRANTOR:**

City of Lago Vista  
Attention City Manager  
P O Box 4727  
Lago Vista, TX 78645



**TO GRANTEE:**

Name:

Address:

Address:

City, State, Zip

Aircraft Information.

Plane Make:

Plane Model:

N-Number/Tail Number:

*(Add additional lines if multiple planes will access the airport from this property.)*

- E. Signatory Authority. The parties to this Agreement acknowledge and agree that they are the principals to the Agreement and have the power, right, and authority to enter into this Agreement and are not acting as an agent for the benefit of any third party.
- F. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas and construed thereunder. Venue of any action brought under this document shall be in Travis County, Texas.
- G. Subordination. This Agreement shall be nonexclusive and shall at all times be subordinate to the provisions of any existing or future agreements between the Grantor and the United States Government, or to any order issued by the United States Government, or to grant assurances of the Airport, or to any of the Airport's or the Grantor's Federal obligations, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. Failure of the Grantee to comply with the requirement of any existing or future agreement between Grantor and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of Grantee's rights within this Agreement.
- H. Federal, State and Local Laws: Grantee agrees to observe all applicable federal, state, and local statutes and rules and regulations in its operations upon the property adjacent to the Airport and in any operation carried on by Grantee or under Grantee's supervision or direction upon the Airport. Grantee agrees to comply with all rules and regulations adopted by the Grantor, including but not limited to Articles 4.900, 8.900, 9.500, 9.520, 9.540, 9.570, 9.590, 9.5110, 9.5130, of the City's Code of Ordinances in effect as of the date of this Agreement and as may be amended from time to time.
- I. Severability. If any section, paragraph, sentence, or phrase entered in this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this Agreement which can be given effect without the illegal or unenforceable section, paragraph, sentence, or phrase and to this end, the provisions of this Agreement are declared to be severable.



- J. Entire Agreement. This Agreement embraces the entire agreement between the parties hereto and no statement, remark, agreement, or understanding either oral or written, not contained herein shall be recognized or enforced, except that this Agreement may be modified by a written addendum by and between the Grantor and the Grantee. Effective as of the date of the execution of this Agreement by both parties, all other contracts, agreements, and leases by and between the Grantor and Grantee are cancelled.
- K. Amendments. This Agreement may be changed or modified at any time by a written instrument signed by both Parties. Any amendments to any exhibits attached hereto that become necessary from amendments to this Agreement shall be done and be made effective contemporaneously with any amendments to this Agreement. No change or modification shall be made to this Agreement that will affect adversely the prompt payment, when due, of all monies to be paid by Grantee under the terms of the contract.
- L. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but the same instrument. The Parties may execute this Agreement and exchange the counterparts of such documents by means of facsimile or electronic transmission, and the Parties agree that the receipt of such executed counterparts shall be binding on such Parties and shall be construed as originals. Thereafter, the Parties shall promptly exchange original versions of this Agreement and other documents contemplated by this Agreement that were executed and exchanged by facsimile or electronic transmission.
- M. Third Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to confer upon, or to give to, any legal Person other than the parties, any right, remedy, or Claim under or by reason of this Agreement. Any covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties. Nothing in this Agreement is intended to interfere with any agreement of any Party with a third party.
- N. Deadlines. To the extent that the date for any payment or notice due hereunder by either Party shall fall on a Day that is not a Business Day, such deadline for payment or notice, as the case may be, shall be automatically extended to the next following Business Day.
- O. Effective Date. This Agreement is effective on the date of the last to execute below.
- P. Exhibit List.

Exhibit A: City-Owned Airport Property

Exhibit B: Declaration of Covenants Conditions and Restrictions executed on May 8, 1990

Exhibit C: Legal Description of Grantee's Property with Right of Access

Exhibit D: Area of Airport for TTF Access



**IN WITNESS WHEREOF**, this Agreement has been duly executed in multiple counterparts by the parties hereto on the respective dates appearing opposite each part's signature.

**GRANTOR**  
City of Lago Vista

\_\_\_\_\_  
Ed Tidwell  
Mayor

\_\_\_\_\_  
Date

**ATTEST:**

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



**GRANTEE**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

State of \_\_\_\_\_ )

)

County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, (insert name of notary) Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature  
Notary Public

(Seal)



## **Commercial Through-The-Fence Explanation**

The residential through-the-fence user is prohibited from using their property, or permitting any third party from using their property, for any commercial aeronautical purpose for the duration of the access agreement.

### **Reasoning for Commercial Approval:**

Commercial users of the City of Lago Vista's Rusty Allen Airport have not historically had Commercial Through the Fence (CTTF) agreements for use of the Airport. However, to conform to the FAA's TTF Agreement Guidelines, the City of Lago Vista has developed the attached CTTF. Also, the Rusty Allen Airport Aviation Fuel Sales is the only commercial activity on airport property as of this agreement so there is no competition with the off-airport businesses. Given the City's limited property ownership beyond the runway, to relocate the existing commercial operations onto the airport property immediately would be impractical and a significant cost to the airport and its operations. Allowing the existing businesses to continue to operate as CTTF users is more beneficial from a financial standpoint and an operational standpoint.



STATE OF TEXAS  
COUNTY OF  
TRAVIS

**RUSTY ALLEN AIRPORT ACCESS PERMIT**  
(Permit No. \_\_\_\_\_)

THIS Rusty Allen Airport Access Permit ("Permit") is issued by the City of Lago Vista, Texas ("City") to \_\_\_\_\_ ("Off-Airport User") effective as of the Effective Date as set forth herein.

**Off-Airport User Contact Information and Other Salient Terms:**

Name(s) of Off-Airport Use:	
Off-Airport Legal Address:	
Off-Airport User's Notice Address:	
Off-Airport User's Telephone Number:	
Off-Airport User's Telecopy (fax):	
Off-Airport User's E-Mail Address:	
Off-Airport User's Stated Use:	
Gross Land Area:	
Gross Area of Improvement:	
Access Fee Amount:	
Effective Date:	



## COMMERCIAL THROUGH THE FENCE AIRPORT AGREEMENT FOR AVIATION ACTIVITIES AT THE RUSTY ALLEN AIRPORT

**WHEREAS**, the City of Lago Vista is the owner of the Rusty Allen Airport (the "Airport") as further described and depicted in "Exhibit A" attached hereto and incorporated herein; and

**WHEREAS**, Off-Airport User is the sole owner of certain real property described and depicted in Exhibit B attached hereto and incorporated herein (the "Off-Airport Property"), which property has a common boundary with the Airport; or with a dedicated and approved Access Taxiway.

**WHEREAS**, Off-Airport User uses or intends to use the Off-Airport Property for one of the following ("Stated Uses"):

*Check only one:*

\_\_\_\_\_ **Commercial Aviation Use**  
\_\_\_\_\_ **Recreational /Incidental Business Use**

**NOW, THEREFORE**, for and in consideration of the premises and mutual promises and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties hereto agree as follows:

### ARTICLE I GENERAL TERMS AND CONDITIONS

- A. Incorporation of Premises. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.
- B. Definitions. For the purposes of this Permit, the following words and terms used in this Agreement shall have the same meanings as those terms are defined in the City of Lago Vista Code of Ordinances and Rusty Allen Airport Action Plan or FAA Regulations.

### ARTICLE II. PROPERTY WITH RIGHT OF ACCESS

- A. Airport Property. All property, real or personal, and all assets, equipment, furniture, and fixtures presently or hereafter located on the grounds and City-owned property of the Airport shall, as between the Grantor and the Grantee, be and remain the property of the Grantor. All assets, equipment, furniture, fixtures, and supplies purchased with funds and monies paid by the Grantee to the Grantor pursuant to this Agreement shall be and become assets and property of the Grantor immediately upon the purchase or other acquisition of such assets or property.
- B. Grantee's Property. Legal Descriptions of Grantee's Property with Right of Access is included as "Exhibit B" attached hereto and incorporated herein.



- C. Portion of Airport Property Subject to Access. Through-the-fence access shall be limited to that certain portion of the Airport property, as shown on the plan as marked in the attachment "Exhibit C".

### **ARTICLE III. CONSIDERATION AND PERFORMANCE BY GRANTEE**

- A. Access. Subject to the terms and conditions contained in this Permit, Off-Airport User is hereby permitted to access and use, solely from the Off-Airport Property, the Airport Public Area for aviation purposes. Off-Airport User's access to and use of the Airport Public Area in accordance with and shall at all times conform to and comply with all of the terms and conditions of this Permit, with all applicable City ordinances, laws, rules, regulations, orders, directives, permits, plans or policies whether in effect as of the Effective Date or as may be hereafter adopted, modified or amended, whether federal, state or local (including, without limitation, any and all rules or regulations of the Federal Aviation Administration (FAA) and the Texas Department of Transportation (TxDOT), or any successor entities thereto), with any and all requirements, conditions, policies, permits, standards, rules, or directives in connection with or which are a part of any Airport grant or funding or any grant agreements or grant assurances (whether in effect as of the Effective Date or as hereafter agreed to, adopted, issued, modified, established, or imposed), and with aircraft weight standards and limitations established at the Airport.
- B. Access from Off -Airport Property Only. No use of or access to the Airport shall be permitted pursuant to this Permit except that which originates from the Off-Airport Property as depicted and described in Exhibit B attached hereto and incorporated herein.
- C. Access Fee. As consideration for Off-Airport Access to the Airport from the Off-Airport Property as set forth herein, Off-Airport User agrees to pay to the City an annual fee (the "Access Fee") as follows:
1. The Access Fee shall be \$\_\_\_\_\_.
  2. The fee shall be paid in advance with equal yearly installments and shall be due and payable on the last day of the month for the succeeding year.
  3. The Fee shall be paid by personal or corporate check or money order (cash cannot be accepted) in advance by Off-Airport User, made payable to the City of Lago Vista at the address set forth below.
  4. If the Effective Date is other than January 1, the Access Fee payment shall be a ratable amount of the Access Fee for the first year (or one-half of the first year, if semi-annual payments are applicable) of this Permit determined by multiplying such Access Fee times a fraction, the numerator of which is the number of days remaining in the calendar year (or one-half of the calendar year, if semi-annual payments are applicable) of the Effective Date and the denominator of which is 365 (or 183, if



semi-annual payments are applicable). In the final year of this Permit, the final Access Fee payment shall be a ratable amount of the then current annual Access Fee times a fraction, the numerator of which is the number of days remaining for this Permit in the final calendar year (or one-half of the calendar year, if semi-annual payments are applicable) and the denominator of which is 365 (or 183, if semi-annual payments are applicable).

- D. Access Fee Adjustments. Any adjustment to the payment after the anniversary year shall be based on a percentage of increase and shall be by an amount agreed upon by City and Off-Airport User at the commencement of this Permit which will be 10%. The adjusted Access Fee shall be calculated on the third (3<sup>rd</sup>) year anniversary of this Permit and recalculated at subsequent three (3) year intervals. Such increase in the Access Fee payment shall begin automatically without request from Lessor.
- E. Changes in Gross Improvement Area. If the Off-Airport Property's gross improvement area square footage is modified in accordance with law, the Off-Airport User owning the Off-Airport Property shall promptly give written notice thereof to the City. Upon such notice and confirmation of such modification by the City, the Access Permit shall be amended to reflect the modified improvement area and applicable Access Fee, and a pro-rata adjustment to the Access Fee shall be made as appropriate.
- F. Late Charge: Interest.
1. Off-Airport User's failure to pay sum due hereunder promptly may cause the City to incur unanticipated costs. The exact amounts of such costs are impractical or extremely difficult to ascertain. Such costs may include, but are not limited to, processing and accounting charges. Therefore, if the annual Access Fee, or any installment thereof, is not received on or before the date on which it is due, Off-Airport User shall pay to the City a late charge in the amount of \$15.00. The late charge set forth herein represents a fair and reasonable estimate of the costs the City will incur by reason of such late payment. In addition to the foregoing late charges, Off-Airport User shall reimburse the City on demand for all returned check or other bank charges assessed against the City in connection with each of Off-Airport User's checks which is returned unpaid for any reason and any legal fees reasonably incurred for collection of Access Fee.
  2. Any sums required to be paid hereunder and not paid when due, including attorneys' fees, shall bear interest, until paid, at the lesser of the following rates: (i) 10% per annum; or (ii) the highest rate allowed under applicable law. Interest shall accrue on payments of the annual Access Fee and late charges from the eleventh (11<sup>th</sup>) day of the month until such payments are received by the City, and on returned check charges from the date the City receives such returned check until such returned check is made good. All Permits between the City and Off-Airport User, whether now existing or hereafter arising, whether herein contained or in Any other instrument or Permit, whether written or oral, are hereby expressly limited so that no contingency or event whatsoever shall any late charges, returned check charges, interest charges, or any other charges whatsoever, be deemed as interest charged, contracted for or received in



excess of the amount permitted under applicable law, it particularly being the intention of the parties hereto to conform strictly to the laws of the State of Texas. Any portion of such charges which are deemed as interest in excess of the amount permitted under applicable law, as of the date such charge is due, shall be applied to a reduction of the annual Access Fee next coming due hereunder, or, if such portion of charges exceeds the annual Access Fee next coming due hereunder, such amount shall be refunded to Off-Airport User. If a specific due date for any monetary obligation owed by Off-Airport User to the City is not provided for in this Permit, the due date for such obligation shall be that date which is ten (10) days after the City delivers a written request for payment to Off-Airport User.

G. Aircraft: Noise Abatement: Off-Airport User shall comply with noise abatement standards at the Airport and shall notify any aircraft operator using the Off-Airport Property of such standards.

H. Inspection of Off -Airport Property. For ad valorem tax purposes and as may be required by law, any aircraft stored on the Off-Airport Property shall be reported to the appropriate governmental authority. The City shall have the right to enter the Off-Airport Property from time to time to inspect the same for conformance with this Permit, for ongoing airport security or to perform other regulatory requirements. Off-Airport User, simultaneously with the execution of this Permit, shall provide to the Airport Manager the following information regarding any aircraft (whether belonging to Off-Airport User or otherwise) stored or located on the Off-Airport Property:

1. aircraft owner and owner's mailing address,
2. the lessee of the aircraft and lessee's address (if any),
3. the make, model, aircraft type and "N" number and such information shall be kept current at all times.

I. Use of Off-Airport Property and Airport

1. The use of the Off-Airport Property and the Airport shall be in accordance with and subject to all ordinances, laws, rules, orders directives, regulations, standards, plans, policies and permits of the City, FAA, TxDOT, and any government (whether federal, state, or local) entity, agency, department, commission or board having jurisdiction over, at, or in connection with the Airport, as the same may exist on the Effective Date or as may hereafter be amended, modified, superseded, established, created, or enacted.
2. Off-Airport User shall not keep anything on or within the Off-Airport Property, nor shall Off-Airport User permit any portion of the Off-Airport Property to be occupied or used, for any purpose in violation of any applicable law, rule, permit, policy, standard, order, or regulation, or which is deemed by the City to be extra-hazardous, or which increases the insurance premium costs or invalidates any insurance policies carried on or at the Airport by the City or the Airport Manager.



3. No use of the Airport shall be permitted pursuant to this Permit except as specifically set forth in this Permit. Off-Airport User agrees and obligates itself to abide by, and this Permit is subject to, all of the ordinances, laws, rules, orders, regulations, standards, directives and policies covering the operation and use of the Airport, including, but not limited to, such ordinances, laws, rules, orders, regulations, standards, directives and policies as have been or may be promulgated or adopted by the City, FAA, TxDOT, or by any other governmental authority having jurisdiction over or in connection with the Airport now or hereafter.
- J. THIS PERMIT IS AND SHALL BE SUBJECT TO THE INITIAL AND ONGOING CONSENT AND OVERSIGHT OF THE FAA, TXDOT, AND ANY OTHER GOVERNMENT ENTITY, QUASI-GOVERNMENT ENTITY, OR REGULATORY AUTHORITY OR AGENCY HAVING JURISDICTION OVER THE AIRPORT AS MAY BE REQUIRED OR AS DETERMINED TO BE NECESSARY BY THE CITY IN THE CITY'S SOLE DISCRETION. IF ANY SUCH ENTITY OR REGULATORY AGENCY FORMALLY OBJECTS TO THIS PERMIT OR ITS CONTINUANCE, THIS PERMIT SHALL BE NULL AND VOID AND OFF- AIRPORT USER SHALL HAVE NO RIGHT TO ACCESS THE AIRPORT AS SET FORTH HEREIN.
- K. Construction and Maintenance of Private-Use Infrastructure.
  1. It is understood and agreed that the off-airport user shall construct all private-use and exclusive use infrastructure required and acceptable to the City, at User's sole cost and expense. All required private-use infrastructure such as taxiway, fence, sign(s), taxiway lights, gates, security controls, etc., shall be listed, depicted, and attached as an Exhibit to this agreement if applicable.
  2. Construction and Maintenance: To construct the private-use infrastructure on the Off-Airport User's or City's property as may be required. All construction on City's property must be approved by City 90 days prior to the commencement of construction. During the term of this Agreement, Off-Airport User shall also be solely responsible for all maintenance (snow removal, utility costs, turf or pavement maintenance, pavement markings, etc.) of said private-use infrastructure and shall at all times maintain it in good repair.
  3. Construction Costs: Notwithstanding anything herein contained to the contrary, Off-Airport User expressly agrees to pay any and all costs associated with private-use infrastructure (taxiway, fence, signs, taxiway lights, electrical power, gates, security controls, et.) required by the City. These costs are in addition to the access fees described above.
  4. During any period of construction on the Off-Airport property (whether new construction or reconstruction in the event any improvement located on the Off-Airport Property is damaged or destroyed), the Airport Manager may require that the Off-Airport User erect a fence or other barrier on the Off-Airport Property to prevent unauthorized access to the Airport from that area under construction.



- L. Special Events. The City may sponsor certain special events, including, but not limited to, fireworks displays, automobile races and air shows, to be conducted on portions of the Airport, which may limit or obstruct access to the Airport ("Special Events"). As a material inducement to the City to enter into this Permit and to allow access to the Airport set forth herein, and notwithstanding anything to the contrary contained herein, Off-Airport User, on behalf of Off-Airport User and on behalf of all directors, officers, shareholders, partners, principals, employees, agents, contractors invitees, subtenants, licensees or concessionaires of Off- Airport User and on behalf of any other party claiming any right to use the Off-Airport Property or the Airport by, through or under Off-Airport User, hereby: (i) agrees that the City has the right to sponsor any or all Special Events and to allow use of portions of the Airport therefore even if the same limit or obstruct access to the Airport; (ii) releases, waives and discharges the City and Airport Manager and their respective officials, officers, employees and agents, from all liability for any loss, damage, cost, expense or claim arising or resulting from or pertaining to the limitation or obstruction of access to the Airport from the conduct of Special Events and/or activities relating or pertaining thereto, including, without limitation, death, injury to person or property or loss of business or revenue (the "Released Claims"); (iii) covenants not to sue the City or Manager or their respective officials, officers, employees and agents for any Released Claims; (iv) agrees that the terms contained in this Section are intended and shall be construed to be as broad and inclusive as possible under the laws of the State of Texas or any other law, rule or regulation; and (v) agrees that if any portion of this Section is held to be invalid or unenforceable, the remainder of this paragraph shall not be affected thereby but shall continue in full force and effect.

#### **ARTICLE IV. TERM AND TERMINATION**

- A. Term.
1. Initial Term. The term of this Permit shall commence on the Effective Date (herein so called) set forth above under "Off-Airport User Contact Information And Other Salient Terms" and, unless otherwise terminated, shall continue in effect for a period of three (3) years (the "Initial Term").
  2. Renewals and Extensions of this Permit.
    - a. At the end of the Initial Term, provided there is not then an uncured default of this Permit by Off-Airport User and/or any of the below items exist, this Permit shall be renewed for additional one (1) year periods (the "Renewal Term").
    - b. A renewal will not be approved if a similar aeronautical activity were to be performed by the City of City's contractor.
    - c. A renewal will not be approved if the City adopts a plan to bring the TTF user onto airport property.



3. Extensions beyond the Renewal Term. At the City's sole discretion, this Permit may be continued or extended beyond the Renewal Term provided:
  - a. the City will still own and control the airport during the modified term;
  - b. any continuation of the Permit is consistent with the City's and/or Airport's purposes and objectives;
  - c. where no more than twelve (12) months remain under the prevailing Term and such renewal or extension does not exceed any duration or term authorized by law;
  - d. that at the time of such continuance of this Permit, the Off- Airport User is not in default of the Permit;
  - e. Any extension or continuance of this Permit shall be made in compliance and accordance with the terms, conditions, and standards as they pertain to this Permit.

B. Termination and Reinstatement.

1. Off-Airport User hereby acknowledges and agrees that Off-Airport User has no right(s) to use the Airport from the Off-Airport Property except as expressly set forth herein and that unless Permit is extended by the written mutual agreement of the parties, all such rights shall terminate as of the expiration or termination of this Permit.
2. Off-Airport User may terminate this Permit upon giving the City at least thirty (30) days advance written notice of its desire and intent to terminate the Permit. Such written notice shall (1) set forth a specific effective date when all aviation operations on the Off-Airport Property will cease, and (2) provide a forwarding address where any prepaid but unearned Access Fee amounts may be refunded.
3. Upon written notice to Off-Airport User and opportunity to cure any event of default within fifteen (15) calendar days, the City may in its sole discretion terminate, cancel, and revoke this Permit upon the occurrence of any one or more of the following (which shall be events of default of this Permit):
  - a. Off-Airport User fails to timely pay an annual Access Fee (or any installment thereof); or
  - b. Off-Airport User fails to maintain and keep in full force and effect any insurance required hereunder; or
  - c. Off-Airport User or any guarantor of Off-Airport User's obligations hereunder shall be adjudged bankrupt or insolvent under any applicable federal or state bankruptcy or insolvency law or admit that it cannot meet its financial obligations as they become due, or a receiver or trustee shall be appointed for all or



substantially all of the assets of Off-Airport User or any guarantor of Off-Airport User's obligations hereunder and the same is not dismissed within sixty (60) days; or

- d. Off-Airport User or any guarantor of Off-Airport User's obligations hereunder shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors; or
  - e. Off-Airport User shall do or permit to be done any act which results in a lien being filed against any property at the airport; or
  - f. Upon the liquidation, termination, dissolution or (if Off-Airport User is a natural person) the death of Off-Airport User or any guarantor of Off-Airport User's obligations hereunder; or
  - g. Off-Airport User fails to pay prior to delinquency the lawfully assessed and levied ad valorem taxes of the City on the Off- Airport Property. or
4. In addition to the above, this Permit shall immediately terminate in the event the Rusty Allen Airport is no longer used for aviation purposes.
- C. The City shall not be liable to Off-Airport User for any damages of any kind or nature whatsoever which may occur as a result of any such termination, cancellation, or revocation.
- D. If the City terminates, cancels, or revokes this Permit for any reason set forth herein, the City may, at its sole discretion, erect or place a fence or other barrier to prevent unauthorized access to the Airport from the Off-Airport Property. Off-Airport User agrees to reimburse the City for all reasonable costs (including attorney's fees) incurred to collect any amount due under this Permit or to erect and remove a fence or other barrier as described above.
- E. If this Permit is terminated, canceled, or revoked, this Permit may be reinstated only after the Lago Vista City Council has determined that sufficient extenuating circumstances exist to merit consideration for reinstatement and upon payment of any outstanding fees plus interest as may be required herein and/or the correction of any non-compliance. If a fence or other barrier prohibiting access to the Airport from the Off-Airport Property has been erected or placed by the City, Off-Airport User shall, as a condition precedent to obtaining access to the Airport, reimburse the City for all costs incurred by the City in erecting or placing and in removing the fence or other barrier.
- F. Additional Remedies.
1. In addition to the other remedies provided in this Permit, the City shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation or attempted or threatened violation, of any of the provisions of this Permit, or to a decree compelling performance of any other provisions of this Permit, or to any other remedy allowed at law, in equity, or otherwise.



2. Notwithstanding any other remedy or provision set forth in this Permit:
- a. all rights and remedies of the City herein or existing at law, in equity, or otherwise are cumulative and the exercise of one or more rights or remedies shall not be taken or exclude or waive the right to the exercise of any other,
  - b. Off -Airport User agrees that acceptance of full or partial payments of the annual Access Fee by the City after notice of termination, cancellation or revocation will not constitute a waiver of any default unless the City agrees to a waiver in writing, nor affect any legal proceedings taken or to be taken by the City except to reduce Off- Airport User's obligation to the City by the amount of such payment; and
  - c. waiver by the City of any default or breach of this Permit by Off- Airport User of any provision of this Permit shall not bar the City thereafter from requiring prompt performance by Off-Airport User of the obligations of this Permit, nor shall the City be barred thereafter from immediate exercise of any of the City's rights or remedies in case of continuing or subsequent default or breach by Off-Airport User.

#### **ARTICLE IV PROHIBITIONS**

- A. Fuel. The sale of fuel for aviation or other purposes and activities in connection therewith on, from, or in connection with the use of the Off-Airport Property is **prohibited**, and the sale of fuel for aviation purposes shall occur only on the Airport. No business offering to the general public the sale of fuel shall operate on the Off-Airport Property. No person, including an Off-Airport User, shall be permitted, or allowed to sell fuel (whether on or off the Airport) for aviation or any other purpose at or in connection with the Off-Airport Property. Notwithstanding the above, a person or entity authorized by the City to sell fuel at Rusty Allen Airport to the public may be permitted to sell fuel and dispense such fuel solely into aircraft located on the Off-Airport Property.
- B. Off-Airport User shall not install, store, use, treat, transport, discharge or dispose (or permit or acquiesce in the installation, storage, use, treatment, transportation, discharge or disposal by Off-Airport User, its agents, employees, invitees, independent contractors, or subtenants) on the Airport any chemical, material, air pollutant, toxic pollutant, waste, or substance which is regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state, City, regional, local or other governmental authority, laws, rules, or regulations, or which, even if not so regulated may or could pose a hazard to the health and safety of the occupants or users of the Airport or the public ("Hazardous Materials"). Off-Airport User shall comply in all respects and at all times with any and all environmental laws, rules, regulations and/or policies (whether federal, state, or local) affecting or applicable to the Off-Airport Property and shall provide as often as may be required by the City (and in accordance with any applicable requirements) a storm water retention plan with respect to the Off- Airport Property and comply at all times with such plan.



- C. Assignment. Off-Airport User shall not, and has no authority or right to sell, assign, sublet, pledge, convey, or otherwise transfer (together, "assign" or "Assignment"), by any means whatsoever, this Permit or any of its rights, duties, or obligations hereunder, without the prior written consent to the City. Any such Assignment without the prior written approval of the City is void. In the event of any Assignment, Off-Airport User shall not convey any of such rights, duties, or obligations hereunder without first obtaining a written agreement from each person or party to whom an Assignment is made whereby each such person or party agrees to be bound by the terms and provisions of this Permit, and a true and correct copy of such agreement shall be provided to the City. Any such person or party to whom an Assignment is made shall be required to comply with all of the terms and conditions of this Permit.
- D. Contiguous Property. Property located adjacent and contiguous to the Off-Airport Property in which Off-Airport User has an interest shall not be used in conjunction or in connection with the Off-Airport Property so as to constitute a violation of the terms hereof. By way of example, no aviation fuel shall be stored upon any such property for the purpose of selling such fuel for aircraft located or stored upon the Off-Airport Property.

## **ARTICLE VI. INDEMNITY AND INSURANCE**

- A. Insurance. While this Permit is in effect and in connection with the matters set forth in this Permit, Off-Airport User shall maintain at Off-Airport User's sole cost and expense insurance as follows:
1. Hangar Keepers Legal Liability insurance, with minimum limits of \$1,000,000 per occurrence is required if Off-Airport User is engaged in maintenance, repair or servicing of aircraft belonging to a third-party, or if Off-Airport User is otherwise involved in any operation in which Off-Airport User has care, custody or control of an aircraft that belongs to a third-party; and
  2. Aircraft liability insurance against third-party bodily injury or death and property damage or destruction at minimum limits required by regulatory agencies having jurisdiction at the Airport and which are acceptable to the City, but in any event not less than \$1,000,000 each occurrence (applies to the ownership, operation, use, maintenance, loading, or unloading of any owner aircraft owned by Off-Airport User and the operation, use, maintenance, loading, or unloading of any non-owned aircraft by Off-Airport User).
- B. The above policies shall be endorsed to provide the following, as applicable:
1. in all liability policies, name as additional insureds the City of Lago Vista, Texas and Airport Manager and their respective officials, officers, employees, and agents;



2. in all liability policies, provide that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of activities conducted under the permit, and that insurance applies separately to each insured against whom claim is made or suit is brought;
  3. contain a waiver of subrogation in favor of the City of Lago Vista, Texas and Airport Manager in all liability policies.
- C. All insurance policies shall be issued by an insurance company authorized to do business in Texas and satisfactory to the City and in the standard form approved by the Texas Department of Insurance and shall be endorsed to provide for at least 30 days advance written notice to the City of a material change in, cancellation, or non-renewal of a policy. Certificates of insurance, satisfactory to the City, evidencing all coverage above, shall be furnished to the City not later than sixty (60) days after the Effective Date, with complete copies of policies furnished to the City upon the City's request. The City reserves the right in its sole discretion to review and revise from time to time the types of insurance and limits of liability required herein.
- D. Indemnity; Non-Liability.
1. OFF-AIRPORT USER AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF LAGO VISTA, TEXAS, AND ITS RESPECTIVE OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS (IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES) (TOGETHER, "INDEMNIFIED PERSON") FROM AND AGAINST ANY AND ALL SUITS, CLAIMS, ACTIONS, JUDGMENTS, LIABILITIES, LOSSES, PENALTIES, FINES, EXPENSES, FEES AND COSTS (INCLUDING ATTORNEY'S FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH (a) OFF-AIRPORT USER'S PERFORMANCE OF THIS PERMIT, (b) THE USE OF THE OFF-AIRPORT PROPERTY AND THE AIRPORT IN CONNECTION WITH THIS PERMIT BY OFF-AIRPORT USER OR BY ANY OWNER, OFFICER, PARTNER, SHAREHOLDER, EMPLOYEE, AGENT, REPRESENTATIVE, CONTRACTOR, SUBCONTRACTOR, TENANT, SUBTENANT, LICENSEE, GUEST, INVITEE, OR CONCESSIONAIRE OF OFF-AIRPORT USER, OR ANY OTHER PERSON OR ENTITY FOR WHOM OFF-AIRPORT USER MAY BE LIABLE (TOGETHER, "OFF-AIRPORT USER PERSONS"), OR ANY OF THEM, (c) THE CONDUCT OF OFF-AIRPORT USER'S BUSINESS OR ANYTHING ELSE DONE OR PERMITTED BY OFF-AIRPORT USER (OR BY ANY OF OFF-AIRPORT USER PERSONS) TO BE DONE IN CONNECTION WITH OR RELATED TO THIS PERMIT, (d) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF OFF-AIRPORT USER'S OBLIGATIONS UNDER THIS PERMIT, AND (e) WITHOUT LIMITING ANY OF THE FOREGOING, ANY NEGLIGENT ACT OR OMISSION OF OFF-AIRPORT USER OR OF ANY OF OFF-AIRPORT USER PERSONS UNDER, RELATED TO, OR IN CONNECTION WITH, THIS PERMIT, INCLUDING DAMAGES CAUSED BY THE NEGLIGENCE OF AN INDEMNIFIED PERSON.



2. With respect to the Off-Airport User's indemnity obligations set forth in subsection (1), Off-Airport User shall have no duty to indemnify the Indemnified Person for any Damages caused by the sole negligence of Indemnified Person.
3. If Indemnified Person suffers Damages arising out of or in connection with this Permit that are caused by the concurrent negligence of both the Off-Airport User and the Indemnified Person, the Off-Airport User's indemnity obligation set forth in subsection (1) will be limited to a fraction of the total Damages equivalent to the Off-Airport User's own percentage of responsibility.
4. With respect to Off-Airport User's duty to defend set forth herein in subsection (1), the Off-Airport User shall have the duty, at its sole cost and expense, through counsel of its choice, to litigate, defend, settle, or otherwise attempt to resolve any claim, lawsuit, cause of action, or judgment arising out of or in connection with this Permit, subject to the reasonable approval of such counsel by the Indemnified Person.
5. In the event that the Off-Airport User fails or refuses to provide a defense to any claim, lawsuit, judgment or cause of action arising out of or in connection with this Permit, Indemnified Person shall have the right to undertake the defense compromise, or settlement of any such claim, lawsuit, judgment or cause of action through counsel of its own choice, on behalf of and for the account of, and at the risk of the Off-Airport User, and the Off-Airport User shall be obligated to pay the reasonable and necessary costs, expenses and attorneys' fee incurred by the Indemnified Person in connection with handling the prosecution or defense and any appeal(s) related to such claim, lawsuit, judgment or cause of action.
6. The obligations set forth in this section shall survive the expiration or earlier termination, cancellation, or revocation of this Permit.
7. OFF-AIRPORT USER, FOR ITSELF, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AND INVITEES, EXPRESSLY WAIVES THE RIGHT TO CLAIM AGAINST THE CITY OR THE AIRPORT MANAGER BY REASON OF, AND EXPRESSLY RELEASES THE CITY OR THE AIRPORT MANAGER FROM ANY LIABILITY WITH RESPECT TO, ANY INJURY OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY, OR ANY OTHER HARM, DAMAGE, LOSS, OR INJURY, ON, WITHIN OR ABOUT THE OFF-AIRPORT PROPERTY OR AIRPORT CAUSED BY OR RESULTING FROM, IN WHOLE OR IN PART, ANY ACT, OR OMISSION OF OFF-AIRPORT USER OR ANY OFF-AIRPORT USER PERSONS, OR ARISING OUT OF THE USE OF THE OFF-AIRPORT PROPERTY BY OFF-AIRPORT USER OR THE CONDUCT OF OFF-AIRPORT USER'S BUSINESS THEREON OR THEREIN OR IN CONNECTION WITH THIS PERMIT, OR ARISING OUT OF ANY BREACH OR DEFAULT BY OFF-AIRPORT USER IN THE PERFORMANCE OF OFF-AIRPORT USER'S OBLIGATIONS HEREUNDER, OR FROM ANY ACT OF GOD, STRIKE, ACT OF GOVERNMENTAL AUTHORITY OR FROM ANY OTHER CAUSE, AND OFF-AIRPORT USER HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND THE AIRPORT MANAGER, AND THEIR



RESPECTIVE OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGES, JUDGMENT, EXPENSE OR CLAIM ARISING OUT OF OR RESULTING FROM ANY SUCH DAMAGE, LOSS, INJURY, DEATH, OR ANY OTHER HARM.

## **VII. MISCELLANEOUS**

- A. Rules of Construction. For the purpose of this Agreement, the singular number shall include the plural and the masculine shall include the feminine and vise-versa, whenever the context so admits or requires.
- B. Captions. The captions and headings are inserted solely for convenience of reference and are not part of nor intended to govern, limit, or aid in the construction of any provision hereof.
- C. Recitals. The recitals hereinabove are incorporated herein and made a part of this contract.
- D. Notices. All payments, notices, demands, requests, and other communications in connection with this Permit shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received if delivered personally; forty-eight (48) hours after deposit if sent by certified mail; and twenty-four (24) hours after deposit if sent by Federal Express Corporation or other nationally recognized carrier. Addresses for such notices and other communications are as follows:

### **TO THE CITY:**

Rusty Allen Airport  
c/o City of Lago Vista, Texas  
Attn: City Manager  
PO Box 4727  
Lago Vista, TX 78645

### **TO OFF-AIRPORT USER:**

Name:  
Address:  
Address:  
City, State, Zip

If such information changes at any time, Off-Airport User shall promptly provide notice of such change of information to the City as required herein. The addresses and addressees for the purpose of this Section may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received



the last addresses and addressees stated by written notice or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

- E. Signatory Authority. The parties to this Agreement acknowledge and agree that they are the principals to the Agreement and have the power, right, and authority to enter into this Agreement and are not acting as an agent for the benefit of any third party.
- F. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas and construed thereunder. Venue of any action brought under this document shall be in Travis County, Texas.
- G. Subordination. This Agreement shall be nonexclusive and shall at all times be subordinate to the provisions of any existing or future agreements between the Grantor and the United States Government, or to any order issued by the United States Government, or to grant assurances of the Airport, or to any of the Airport's or the Grantor's Federal obligations, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. Failure of the Grantee to comply with the requirement of any existing or future agreement between Grantor and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of Grantee's rights within this Agreement.
- H. Federal, State and Local Laws: Grantee agrees to observe all applicable federal, state, and local statutes and rules and regulations in its operations upon the property adjacent to the Airport and in any operation carried on by Grantee or under Grantee's supervision or direction upon the Airport. Grantee agrees to comply with all rules and regulations adopted by the Grantor, including but not limited to Articles 4.900, 8.900, 9.500, 9.520, 9.540, 9.570, 9.590, 9.5110, 9.5130, of the City's Code of Ordinances in effect as of the date of this Agreement and as may be amended from time to time.
- I. Severability. If any section, paragraph, sentence, or phrase entered in this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this Agreement which can be given effect without the illegal or unenforceable section, paragraph, sentence, or phrase and to this end, the provisions of this Agreement are declared to be severable.
- J. Entire Agreement. This Agreement embraces the entire agreement between the parties hereto and no statement, remark, agreement, or understanding either oral or written, not contained herein shall be recognized or enforced, except that this Agreement may be modified by a written addendum by and between the Grantor and the Grantee. Effective as of the date of the execution of this Agreement by both parties, all other contracts, agreements, and leases by and between the Grantor and Grantee are cancelled.
- K. Amendments. This Agreement may be changed or modified at any time by a written instrument signed by both Parties. Any amendments to any exhibits attached hereto that become necessary from amendments to this Agreement shall be done and be made effective



contemporaneously with any amendments to this Agreement. No change or modification shall be made to this Agreement that will affect adversely the prompt payment, when due, of all monies to be paid by Grantee under the terms of the contract.

- L. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Parties may execute this Agreement and exchange the counterparts of such documents by means of facsimile or electronic transmission, and the Parties agree that the receipt of such executed counterparts shall be binding on such Parties and shall be construed as originals. Thereafter, the Parties shall promptly exchange original versions of this Agreement and other documents contemplated by this Agreement that were executed and exchanged by facsimile or electronic transmission.
- M. Third Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to confer upon, or to give to, any legal Person other than the parties, any right, remedy, or Claim under or by reason of this Agreement. Any covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties. Nothing in this Agreement is intended to interfere with any agreement of any Party with a third party.
- N. Deadlines. To the extent that the date for any payment or notice due hereunder by either Party shall fall on a Day that is not a Business Day, such deadline for payment or notice, as the case may be, shall be automatically extended to the next following Business Day.
- O. Time is of the Essence. Time is of the essence in the payment and performance of the duties and obligations imposed upon Off-Airport User by the terms and conditions of this Permit.
- P. Prior Permits Rescinded. This Permit supersedes and replaces all prior access permits, agreements, rights or claims regarding a right or entitlement to access the Airport from the Off-Airport Property, which are hereby terminated.
- Q. Effective Date. This Agreement is effective on the date of the last to execute below.
- R. Exhibit List.

Exhibit A: City-Owned Airport Property

Exhibit B: Legal Description of Off-Property User's Property with Right of Access

Exhibit C: Portion of Airport Property Subject to TTF Access

**IN WITNESS WHEREOF**, the undersigned parties have executed this Permit to be effective as of the Effective Date.

**FOR CITY OF LAGO VISTA, TEXAS**



\_\_\_\_\_  
Ed Tidwell  
Mayor

\_\_\_\_\_  
Date

**ATTEST:**

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

DRAFT



## OFF-AIRPORT USER

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, (insert name of notary) Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature  
Notary Public

(Seal)

**a)**



**EXHIBIT A**  
**CITY-OWNED AIRPORT PROPERTY**

DRAFT



**EXHIBIT B**  
**LEGAL DESCRIPTION OF OFF-AIRPORT PROPERTY**

Deed Transfer Date:

DRAFT



**EXHIBIT C**  
**PORTION OF AIRPORT PROPERTY SUBJECT TO TTF ACCESS**

DRAFT