

**CITY OF LAGO VISTA, TEXAS**

**ORDINANCE NO. 24-06-06-01**

**ANNEXATION ORDINANCE**

AN ORDINANCE OF THE CITY OF LAGO VISTA, TEXAS, TO ANNEX APPROXIMATELY 7.055 ACRES OF LAND OWNED BY LAVERNE ESTATES LP, ADJACENT AND CONTIGUOUS TERRITORY INTO THE INCORPORATED MUNICIPAL BOUNDARIES OF THE CITY OF LAGO VISTA, TEXAS INCLUDING THE FOLLOWING: FINDINGS OF FACT; EFFECTIVE DATE; A REPEALER; SEVERABILITY; AND PROPER NOTICE AND OPEN MEETINGS CLAUSES

**WHEREAS**, Subchapter C-3 of Chapter 43, of the Texas Local Government Code authorizes a municipality to extend the boundaries of the municipality and annex area adjacent to the municipality in on request of the owners of such property; and

**WHEREAS**, the City of Lago Vista, Texas (“City”) is a home rule municipality with the rights and privileges thereto; and

**WHEREAS**, Laverne Estates LP is the owner of the subject property and by letter dated December 20, 2023 requested voluntary annexation of an area consisting of approximately 7.055 acres of land described in Exhibit “A”; and

**WHEREAS**, the approximately 7.055 acres of land identified in Exhibit “A,” are adjacent and contiguous to the city limits; and

**WHEREAS**, the City, provide services to property upon annexation as described in the Municipal Services Agreement attached hereto as “B”; and

**WHEREAS**, the City Council of the City of Lago Vista (“City Council”) has conducted a public hearing on June 6, 2024, at which any person interested in the annexation was afforded an opportunity to be heard regarding the annexation of the area; and

**WHEREAS**, the City has provided all required notices within the timeframes established under Chapter 43 of the Texas Local Government Code; and

**WHEREAS**, the City Council deems it to be in the best interest of the citizens of the City to annex said territory into the City.

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

## **1. FINDINGS OF FACT**

All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the Lago Vista, Texas, and are hereby approved and incorporated into the body of this Ordinance as if copied herein in their entirety.

## **2. ANNEXATION OF TERRITORY**

- A.** The property in the area described in Exhibit "A" which is attached hereto and incorporated herein for all purposes, is hereby annexed and brought into the municipal boundaries (i.e., corporate limits) of the City of Lago Vista, and is made an integral part, hereof.
- B.** The official map and boundaries of the City of Lago Vista are hereby amended and revised so as to include the area annexed, and to reflect the expansion of the City's extraterritorial jurisdiction resulting from such annexation (if any).

## **3. EFFECTIVE DATE**

This ordinance is effective and the annexation achieved herein shall be final and complete upon adoption of this Ordinance on the date set forth below.

## **4. FILING**

- A.** The City Secretary is hereby instructed to include this Ordinance in the records of the City.
- B.** The City Secretary is hereby instructed to have prepared maps depicting the new municipal boundaries and extraterritorial jurisdiction.
- C.** The City Secretary is hereby instructed to file a certified copy of this Ordinance with the Travis County Clerk.

## **5. SEVERABILITY**


It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

## 6. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**PASSED AND APPROVED** this the 6<sup>th</sup> day of June 2024, by the City Council of the City of Lago Vista, Texas.

**THE CITY OF LAGO VISTA:**

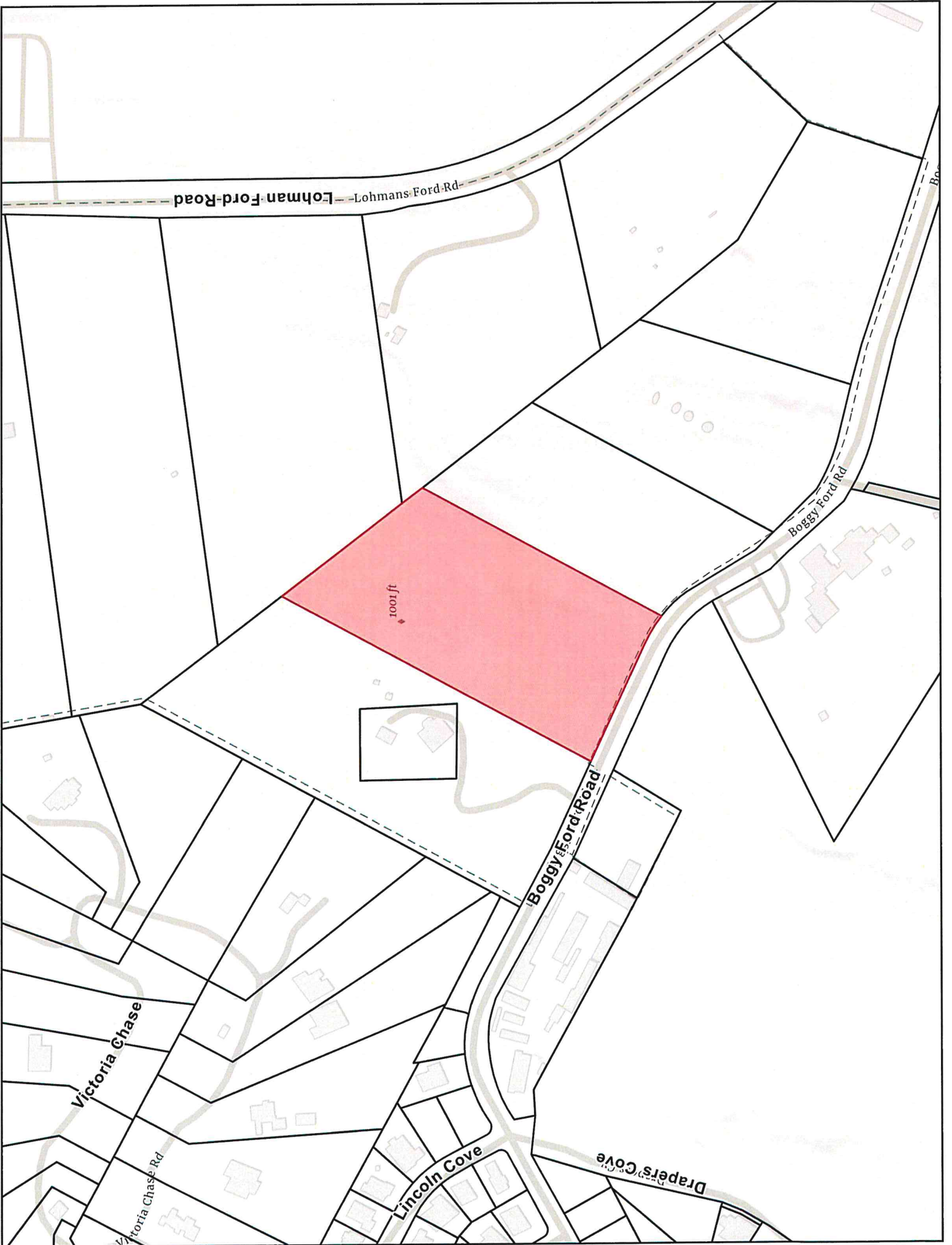
  
\_\_\_\_\_  
Kevin Sullivan, Mayor

ATTEST:

  
\_\_\_\_\_  
Lucy Aldrich, City Secretary



**Exhibit "A"**  
**DESCRIPTION OF AREA TO BE ANNEXED**



**Exhibit "B"**  
**MUNICIPAL SERVICES AGREEMENT**



**MUNICIPAL SERVICES AGREEMENT**  
**BETWEEN THE CITY OF LAGO VISTA, TEXAS**  
**AND LAVERNE ESTATES LP**

This Municipal Services Agreement ("Agreement") is entered into on 4th day of April, 2024 by and between the City of Lago Vista, Texas, a home-rule municipality of the State of Texas, ("City") and ~~Lavene Estates~~ LP ("Owner").

**RECITALS**

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

**WHEREAS**, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner of land in an area requests the annexation;

**WHEREAS**, before the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

**WHEREAS**, Owner owns certain parcels of land situated in Tavis County, Texas, which consists of approximately 7.055 acres of land located at 19708 Boggy Ford Road completely within the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("Property");

**WHEREAS**, Owner has filed a written request with the City for full-purpose annexation of the Property;

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

**WHEREAS**, the request for annexation and execution of this Agreement are subject to approval by the City of Lago Vista Council; and

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

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the request for annexation submitted by Owner.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

### 3. MUNICIPAL SERVICES.

- a. Following annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.
  - i. Fire and Emergency Medical Services – The City does not provide municipal fire and emergency medical services but this area is served by the Travis County Emergency Services District for fire services and fire prevention activities.
  - ii. Police – The Lago Vista Police Department will provide police protection to the newly annexed Area on the effective date of the annexation at the same or similar level of service now being provided to other areas of the City with similar topography, land use and population as that within the newly annexed Area.
  - iii. Planning, Zoning, and Building – The planning and zoning jurisdiction of the City will be extended to this area on the effective date of the annexation ordinance. The City Council, the Planning and Zoning Commission, and City staff regulate development and land use through the administration of the City's Code of Ordinances which will extend to the newly annexed Area on the effective date of the annexation. .
  - iv. Building Inspection/Code Enforcement Services – The City's Development Services Department will provide building review and inspection services upon annexation of the Area in accordance with the City's Code of Ordinances. This includes issuing building permits for any new construction and remodeling, and enforcing all other applicable laws, codes, and rules which regulate buildings and building construction within the City..
  - v. Publicly Owned Parks, Facilities, and Buildings
    1. Upon the effective date of annexation, residents of the Property will be permitted to utilize all existing publicly owned and publicly available parks, facilities (including libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation.
    2. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.
  - vi. Streets and drainage – The City's Public Works Department will maintain the public streets and any streetlights over which the City has jurisdiction upon the effective date of annexation to the same extent and degree that it maintains other public streets and streetlights in the City. The City will provide, as appropriate, street names signs, traffic control devices, and other traffic system design improvements to the area as needed.
  - vii. Water Service – Water service to the Property will be available upon annexation, on the same terms and conditions as extension of water service to residents of the City. Extension of water service to the Property shall comply



with City codes and ordinances.

- viii. Wastewater Service – Wastewater service to the Property will be available upon annexation, on the same terms and conditions as extension of wastewater service to residents of the City. Extension of wastewater service to the Property shall comply with City codes and ordinances.
- ix. Solid Waste Services – The City does not directly provide municipal sanitation/solid waste collection and disposal services. However, the City has granted an exclusive franchise for these services to Progressive Waste Solutions of TX d/b/a Waste Connections of Texas. Upon the effective date of annexation, the franchisee shall be notified of all newly annexed parcels.
- x. Miscellaneous – All other applicable municipal services will be provided to the area in accordance with policies established by the City of Lago Vista.

- b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
- c. Owner understands and acknowledges that the City departments listed above may change names or be reorganized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

- 5. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the request for annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
- 6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
- 8. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
- 9. **GOVERNING LAW AND VENUE.** Venue for any suit relating to or arising out of this Agreement shall a court of competent jurisdiction located in Travis County, Texas. This Agreement shall be construed in conformity with the provisions of Texas law without giving effect to its conflict of law provision.
- 10. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

11. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
12. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
13. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
14. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.
15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

**CITY OF LAGO VISTA**

**LAVERNE ESTATES LP**

By: Tracie Hlavinka  
Tracie Hlavinka  
City Manager

Date: 4/9/2024

By: Sudhakar Karumuri  
Print Name : Sudhakar Karumuri  
Authorized Representative

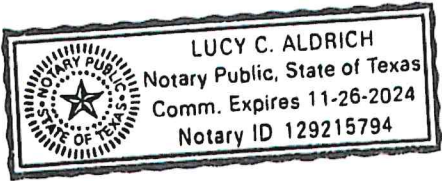
Date: 3/27/2024

State of Texas                   §  
County of Travis               §

This instrument was acknowledged before me on the 4<sup>th</sup> day of April, 2024  
by Tracie Hlavinka, City Manager of the City of Lago Vista, a Texas municipal corporation, on  
behalf of said corporation.

By: Lucy C. Aldrich

Notary Public, State of Texas



State of Texas                   §  
County of \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_.

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

Notary Public, State of Texas

After Recording Return to:  
City Secretary  
City of Lago Vista  
5803 Thunderbird St #101  
Lago Vista, TX 7864

