



# The City of Lago Vista

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

## **AGENDA CITY COUNCIL REGULAR MEETING THURSDAY, JUNE 21, 2018**

**NOTICE IS HEREBY GIVEN** that the Lago Vista City Council will hold a Regular Meeting on Thursday, June 21, 2018, beginning at 6:30 p.m. in the City Council Chambers at City Hall, 5803 Thunderbird, Lago Vista, Texas, as prescribed by V.T.C.A., Government Code Section §551.041, to consider the following agenda items. Items do not have to be taken in the same order as shown in the meeting notice.

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

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

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

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

### **PUBLIC HEARING AND POSSIBLE ACTION**

1.A. Public Hearing Number 1 on Ordinance No. 18-06-21-01 of the City of Lago Vista, Texas to voluntarily annex adjacent and contiguous territory of 5.09 acres out of the Mary F. Campbell Survey Number 98, Abstract Number 98 into the incorporated municipal boundaries of the City of Lago Vista, Texas.

B. Public Hearing Number 2 on Ordinance No. 18-06-21-01 of the City of Lago Vista, Texas to voluntarily annex adjacent and contiguous territory of 5.09 acres out of the Mary F. Campbell Survey Number 98, Abstract Number 98 into the incorporated municipal boundaries of the City of Lago Vista, Texas.

C. Discuss and possibly take action on Ordinance No. 18-06-21-01 of the City of Lago Vista, Texas to voluntarily annex adjacent and contiguous territory of 5.09 acres out of the

Mary F. Campbell Survey Number 98, Abstract Number 98 into the incorporated municipal boundaries of the City of Lago Vista, Texas.

- D. Discuss and possibly take action on Municipal Service Plan for property to annexed including 5.09 acres out of the Mary F. Campbell Survey Number 98, Abstract Number 98 into the incorporated municipal boundaries of the City of Lago Vista, Texas.
2. The Lago Vista City Council will hold a Public Hearing to receive citizen input and thereafter discuss and consider Ordinance No. 18-06-21-02; an Ordinance of the City Council of the City of Lago Vista, Texas, amending Section 2.10 and Section 11.60 of Chapter 14 of the Lago Vista Code of Ordinances regarding the procedures and standards for approval of an increase to the maximum building height allowed in various zoning districts.
- Public Hearing
  - Staff Presentation
  - Close Public Hearing
  - Council Discussion
  - City Council action

#### **ACTION ITEMS**

3. Discussion and action concerning Ordinance No. 18-06-21-03; An Ordinance of the City Council of the City of Lago Vista, Texas, amending Sections 3.123, 3.124, 3.521, 3.702 and Article 3.800 of Chapter 3, amending Sections 4.801, 4.805, 4.807 and Table B of Article 4.800 of Chapter 4, amending Section 4.12 of Chapter 10 and amending Section 10.5.105 of Chapter 10.5, all of the Lago Vista Code of Ordinances, that consolidates outdoor or exterior lighting regulations into one location within the Code of Ordinances and modifies those regulations as recommended by the current Comprehensive Plan and the Texas Section of the International Dark-Sky Association.
4. Discussion and consideration of Ordinance No. 18-06-21-04; An Ordinance of the City of Lago Vista, Texas; repealing and replacing all previous ordinances concerning records management, providing open meetings; severability clauses; and establishing an effective date.
5. Discussion and action on Ordinance No. 18-06-21-05; An Ordinance of the City Of Lago Vista, Texas, amending Chapter 13, “Utilities,” and adding Article 13.1500 “Reclaimed Water Drought Contingency Plan,” providing an effective date, repealer, severability, proper notice and open meetings clause.
6. Discussion and consideration of Ordinance No. 18-06-21-06: An Ordinance of the City of Lago Vista, Texas, amending Chapter 13, “Utilities,” Article 13.1100 “Drought Contingency and Emergency Water Demand Management Plan,” renaming the same to “Domestic Water Drought Contingency Plan,” repealing Ordinance 17-08-10-09 “Drought Contingency Plan and Emergency Water Restriction Plan for the Municipal customers purchased use,” repealing Ordinance 17-08-10-08 “Drought Contingency Plan and Emergency Water Restriction Plan for the Lago Vista Golf Course,” repealing Ordinance 17-08-10-07; “Drought Contingency Plan and Emergency Water Restriction Plan for The Highland Lakes Golf Course,” repealing Ordinance 13-10-17-02 “Drought Contingency Plan for



The Highland Lakes Golf Course,” providing an effective date, repealer, severability, proper notice and open meetings clause.

7. Discussion and Action regarding the Taps and Line Extension construction contract award to CTX Civil Constructors, LLC.
8. Discussion and Action regarding the Taps and Line Extension construction contract award to Lantz’s Lakeside Plumbing.
9. Discussion and action regarding the design contract award to Freese Nichols Inc. for the Phase 1 of the Cedar Breaks Park project.
10. Discussion and possible action regarding Charter Review Committee recommendations.

### **CONSENT AGENDA**

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

11. Consideration of Resolution No. 18-1761; A Resolution by The City Council of the City Of Lago Vista, Texas accepting an 8-inch off-site wastewater utility transmission main on the portion of the wastewater line from the intersection of Lohman Ford Road and Boggy Ford Road (Station No. 9610) to the point of connection with the City’s existing 6-inch wastewater transmission main at Outpost Trace and Cedar Glen (Station No. 1+00) and a 16-inch off-site water transmission main on the portion of the water line from the intersection of Lohman Ford Road and Boggy Ford Road to a point of connection with the City’s water system on Boggy Ford Road approximately 600 feet east of the intersection of Allegiance Avenue and Boggy Ford Road.

### **DISCUSSION ITEMS**

12. City Manager’s Reports.
13. Lago Vista Golf Course Fee Schedule Ordinance discussion.

### **FUTURE MEETINGS**

14. Consider schedule and items for future Council meetings.

### **EXECUTIVE SESSION**

15. Convene into Executive Session pursuant to Sections 551.071 (Advice of Counsel), 551.072 (Real Property), 551.074 (Personnel), Texas Government Code and Section 1.05 Texas Disciplinary Rules of Professional Conduct regarding:
  - A. Pending or threatened litigation pertaining to Cause No. D-1-GN-16-002483, *Villa Montechino L.P. v. City of Lago Vista*, Travis County 200th District Court.

- B. Consultation with Legal Counsel concerning possible real estate acquisition, management or divestiture and attendant matters thereto.
- C. Consultation with Legal Counsel concerning Airport property.
- D. Consultation with legal counsel regarding contractual claims or possible claims or charges, contractual modifications, and questions related thereto.
- E. Discuss Council Liaison Appointments to Committees.

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

- 16. Reconvene from Executive Session into open session to take action as deemed appropriate in City Council's discretion regarding:
  - A. Pending or threatened litigation pertaining to Cause No. D-1-GN-16-002483, *Villa Montechino L.P. v. City of Lago Vista*, Travis County 200th District Court.
  - B. Consultation with Legal Counsel concerning possible real estate acquisition, management or divestiture and attendant matters thereto.
  - C. Consultation with Legal Counsel concerning Airport property.
  - D. Consultation with legal counsel regarding contractual claims or possible claims or charges, contractual modifications, and questions related thereto.
  - E. Discuss Council Liaison Appointments to Committees.

**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 **12:15 p.m. on the 18<sup>th</sup> day of June, 2018.**

  
Sandra Barton, City Secretary

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

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

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



**MEETING DATE: June 21, 2018**

**CALL TO ORDER:**

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

Comments:

**ADJOURN:**

**TURN RECORDER OFF**

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

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

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

\_\_\_\_\_

**Vote: Williams** \_\_\_\_\_ ; **Sullivan** \_\_\_\_\_ ; **Davila** \_\_\_\_\_ ; **R. Smith** \_\_\_\_\_ ;

**Tidwell** \_\_\_\_\_ ; **Weatherly** \_\_\_\_\_ ; **Bland** \_\_\_\_\_

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

**MEETING DATE: June 21, 2018**

**AGENDA ITEM: CITIZEN COMMENTS**

**Comments:**

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

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

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

\_\_\_\_\_

**Vote: Williams \_\_\_\_\_; Sullivan \_\_\_\_\_, Davila \_\_\_\_\_; R. Smith \_\_\_\_\_;**

**Tidwell \_\_\_\_\_; Weatherly \_\_\_\_\_; Bland \_\_\_\_\_**

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





**AGENDA ITEM**  
City of Lago Vista

**To:** Mayor & City Council

**Council Meeting:** 21 June 2018

**From:** Joshua W. Ray, City Manager

**Subject:** Items of Community Interest

**Request:** Other

**Legal Document:** Other

**Legal Review:**

**EXECUTIVE SUMMARY:**

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

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

1. Expressions of thanks, gratitude, and condolences
2. Information regarding holiday schedules
3. Recognition of individuals, including Proclamations
4. Reminders regarding City Council Events
5. Reminders regarding community events
6. Health and Safety Announcements.

**Impact if Approved:**

No action required.

**Impact if Denied:**

No action required.

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

**Indicate Funding Source:**

**Suggested Motion/Recommendation/Action**

Motion to   -  -

Motion to   -  -

Motion to   -  -

**Known as:**

No action required.

**Agenda Item Approved by City Manager**

Joshua W. Ray

 Digitally signed by Joshua W. Ray  
Date: 2017.11.08 16:22:30 -06'00'





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

**To:** Mayor & City Council

**Council Meeting:** 21 June 2018

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

**Subject:** The Lago Vista City Council will hold two Public Hearing to receive citizen input to voluntarily annex adjacent and contiguous territory of 5.09 acres out of the Mary F. Campbell Survey Number 98, Abstract Number 98 into the incorporated municipal boundaries of the City of Lago Vista, Texas.

**Request:** Public Hearing

**Legal Document:** Other

**Legal Review:**

**EXECUTIVE SUMMARY:**

This staff summary is intended to summarize item 1.A through item 1.D. on the agenda. In accordance with state regulations, two public hearings are required, both of which are scheduled for this date. The basis of those two public hearings are the draft annexation ordinance (item C) and the draft municipal services plan (item D).

It is not intended that action be taken on either item C or item D until the next Council meeting. However, without the benefit of a draft ordinance and municipal services plan, the public hearings would suffer from insufficient information.

**Impact if Approved:**

The public hearings are a required part of the process specified in state statutes. While no approval is necessary, future required approvals cannot occur until those public hearings have been held.

**Impact if Denied:**

N/A

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

**Indicate Funding Source:**

N/A

**Suggested Motion/Recommendation/Action**

<b>Motion to</b>	<input type="text" value="Make Selection"/>	<input type="text" value="N/A"/>	-	<input type="text" value="N/A"/>	-	<input type="text" value="N/A"/>
<b>Motion to</b>	<input type="text" value="Make Selection"/>	<input type="text" value="N/A"/>	-	<input type="text" value="N/A"/>	-	<input type="text" value="N/A"/>
<b>Motion to</b>	<input type="text" value="Make Selection"/>	<input type="text" value="N/A"/>	-	<input type="text" value="N/A"/>	-	<input type="text" value="N/A"/>

**Known as:**

Annexation of property commonly known as 4712 Lohman Ford Road.

**Agenda Item Approved by City Manager**

Joshua W. Ray

 Digitally signed by Joshua W. Ray  
Date: 2018.06.14 14:28:44 -05'00'



**CITY OF LAGO VISTA**

**ORDINANCE NO. 18-06-21-01 (DRAFT ONLY)**

**CAMPBELL TRACT ANNEXATION ORDINANCE**

AN ORDINANCE OF THE CITY OF LAGO VISTA, TEXAS, TO VOLUNTARILY ANNEX 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 MEETING.

**WHEREAS,** Section 43.028 of the Texas Local Government Code authorizes a home rule municipality to extend the boundaries of the municipality and annex area adjacent to the municipality in accordance with the procedural rules prescribed by Texas Local Government Code Chapter 43; and

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

**WHEREAS,** the City received a written petition of the property owners requesting the voluntary annexation of the area described in Exhibit “A”; and

**WHEREAS,** the properties identified in Exhibit “A,” commonly known as Campbell, are adjacent and contiguous to the city limits; and

**WHEREAS,** the City Council of the City of Lago Vista (“City Council”) has conducted two public hearings on June 21, 2018 regarding annexation of the area and has provided all required notices within the timeframes established under Chapter 43 of the Texas Local Government Code; and

**WHEREAS,** the City has prepared a service plan for the area to be annexed in accordance with Section 43.065 of the Texas Local Government Code providing for full municipal services to such area, which service plan was made available to the public and is attached hereto as Exhibit “B”; 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 properties 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.
- C.** A service plan prepared in accordance with applicable provisions of state law pertaining to annexation is attached hereto as Exhibit “B” and incorporated herein for all intents and purposes.
- D.** The owners and inhabitants of the area herein annexed are entitled to all of the rights and privileges of other citizens of the City of Lago Vista and are hereby bound by all acts, ordinances and other legal actions now in full force and effect and those that may be hereafter adopted or enacted.

## **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 Hays 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 \_\_\_\_ day of \_\_\_\_\_ 2016, by a vote of \_\_\_\_ (ayes) to \_\_\_\_ (nays) to \_\_\_\_ (abstentions) of the City Council of the City of Lago Vista, Texas.

**THE CITY OF LAGO VISTA:**

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Ed Tidwell, Mayor

ATTEST:

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Sandra Barton, City Secretary



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

5.0281 ACRES OUT OF THE MARY F. CAMPBELL SURVEY NO. 98, ABSTRACT NO. 189; AND THE W. A. COOK SURVEY NO. 100, ABSTRACT NO. 2605, TRAVIS COUNTY, TEXAS, SAID TRACT BEING CONVEYED BY THE DEED RECORDED UNDER DOCUMENT NO. 2007199257, CORRECTED BY INSTRUMENT RECORDED UNDER DOCUMENT NO. 2018037756 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, SAID 5.0281 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS DESCRIPTION AS FOLLOWS:

BEGINNING at a 1/2" iron pin found on the North R.O.W. of Boggy Ford Road being the Southeast comer of a 5.060 acre tract conveyed to James Ottwell in Doc. No. 2006043167, Official Public Records of Travis County, Texas for the Southwest comer of this tract and the POINT OF BEGINNING.

THENCE N17°48'58"E, a distance of 300.94 feet to a 1/2" iron pin found being the Northeast comer of said 5.060 acre tract also being the Southeast comer of a 5.979 acre tract conveyed to James Ottwell in Doc. No. 2006043167 Official Public Records of Travis County, Texas.

THENCE N43°20'24"E, a distance of 288.14 feet to a 1/2" iron pin found on the West R.O.W. of Lohmans Ford Road for the Northeast comer of said 5.979 acre tract for the Northwest comer of this tract.

THENCE with the West R.O.W. of Lohmans Ford Road the following three (3) courses:

- 1) S36°06'36"E, a distance of 124.91 feet to a 1/2" iron pin found.
- 2) with a curve to the right, whose elements are R =2,571.17 feet, L= 388.07 feet, whose chord bears S31°19'13"E, 387.70 feet to a 1/2" iron pin found.
- 3) S23°19'08"E, a distance of 67.99 feet to a 1/2" iron pin found being the intersection of the West

R.O.W. of Lohmans Ford Road and the North R.O.W. of Boggy Ford Road for the Northeast comer of this tract.

THENCE with the North R.O.W. of Boggy Ford Road the following five (5) courses:

- 1) S31°48'16"W, a distance of 159.09 feet to a 1/2" iron pin found.
- 2) with a curve to the right, whose elements are R =960.00 feet, L= 43.38 feet, whose chord bears S80°58'54"W, 43.38 feet to a 1/2" iron pin found.
- 3) with a curve to the right, whose elements are R =182.46 feet, L= 85.39 feet, whose chord bears N81°40'45"W, 84.61 feet to a 1/2" iron pin found.

- 4) N69°22'54"W, a distance of 111.79 feet to a 1/2" iron pin found.
- 5) N72°12'09"W, a distance of 290.77 feet to the POINT OF BEGINNING and containing 5.0281 acres, more or less.

BEARING BASIS = STATE PLANE COORDINATES (NAD 83), CENTRAL  
TEXAS ZONE (4203)

**Exhibit “B”**

**ANNEXATION SERVICE PLAN (DRAFT ONLY)  
FOR PROPERTY ANNEXED BY ORDINANCE 18-06-21-01  
CITY OF LAGO VISTA, TEXAS**

**MUNICIPAL SERVICE PLAN**

5.0281 ACRES OUT OF THE MARY F. CAMPBELL SURVEY NO. 98,  
ABSTRACT NO. 189; AND THE W. A. COOK SURVEY NO. 100, ABSTRACT  
NO. 2605, TRAVIS COUNTY, TEXAS, SAID TRACT BEING CONVEYED BY  
THE DEED RECORDED UNDER DOCUMENT NO. 2007199257,  
CORRECTED BY INSTRUMENT RECORDED UNDER DOCUMENT NO.  
2018037756 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY

**A. INTRODUCTION**

The City of Lago Vista has been petitioned to annex into the City of Lago Vista the property described below. The metes and bounds of the location is attached as *Appendix “A.”*

**B. MUNICIPAL SERVICES TO BE PROVIDED**

**1. POLICE PROTECTION**

The City provides municipal police protection through a City Police Department and will provide the service to the area once annexed.

**2. FIRE SERVICE**

The City does not provide municipal fire services but this area is served by the Travis County Emergency Services District for fire services and fire prevention activities.

**3. BUILDING INSPECTION/CODE ENFORCEMENT SERVICES**

The Building Inspection Department will provide Code Enforcement Services upon annexation.

**4. LIBRARIES**

Lago Vista Public Library provides library services.

**5. ENVIRONMENTAL HEALTH & HEALTH CODE ENFORCEMENT SERVICES**

Complaints of ordinance or regulation violations within this area will be answered and investigated by City personnel, beginning with the effective date of the annexation ordinance.

**6. PLANNING & ZONING**

The planning and zoning jurisdiction of the City will be extended to this area on the effective date of the annexation ordinance. All services provided by the City will be extended to the area on the effective date of the annexation ordinance.

**7. PARKS & RECREATION**

All services and amenities associated with the City’s Parks and Recreation activities will extend to this area on the effective date of the annexation ordinance.

**8. STREET & DRAINAGE MAINTENANCE**

The City will provide street and drainage maintenance to public streets in the area in accordance with standard City Policy as the area develops.

**9. STREET LIGHTING**

The City will provide street lighting to the area in accordance with standard City Policy as the area develops.

**10. TRAFFIC ENGINEERING**

The City will provide, as appropriate, street names signs, traffic control devices, and other traffic system design improvements to the area.

**11. SANITATION/SOLID WASTE COLLECTION & DISPOSAL**

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, which will be notified of all newly-annexed parcels.

**12. WATER SERVICE**

The area to be annexed will be served water by the City of Lago Vista.

**13. SEWER SERVICE**

The area to be annexed will be served by wastewater service by the City of Lago Vista.

**14. MISCELLANEOUS**

All other applicable municipal services will be provided to the area in accordance with policies established by the City of Lago Vista.

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

**REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF LAGO VISTA  
FOR ANNEXATION OF SILVERTEX INVESTMENTS Ltd. PROPERTY**

WHEREAS, Silvertex Investments, Ltd. is the owner of certain property located in Travis County, Texas, such property being more particularly described hereinafter by true and correct legal description (referred to herein as the "subject property");

WHEREAS Silvertex Investments, Ltd. has sought the annexation of the subject property by the City of Lago Vista, Texas, (hereinafter sometimes referred to as "City") to obtain the benefits of City services to the subject property by the City;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City; and,

WHEREAS, Silvertex Investments, Ltd. agrees and consents to the annexation of the subject property by the City and further agree to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted ;.

NOW THEREFORE, Silvertex Investments, Ltd. by this Petition and Request:

**SECTION ONE:** Request the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Lago Vista, Texas, the subject property described as follows, including the abutting streets, roadways, and rights-of-way.

All that certain tract of land, being 5.029 acres, more or less, located in Travis County, Texas, as more particularly shown and described in Exhibit "A" attached hereto and incorporated herein for all purposes.

**SECTION TWO:** Request that after annexation the City provide such services as legally permissible and provided by the City, including sanitation, wastewater, and general governmental services.



**SECTION THREE:** Acknowledges and represents having received, read and understood attached "draft" Service Plan (proposed to be applicable to and adopted for the subject property) and that such "draft" Service Plan, attached as Exhibit "B", is wholly adequate and acceptable to the undersigned who hereby request of the City Council to proceed with the annexation and preparation of a final Service Plan and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

**SECTION FOUR:** Acknowledges that Silvertex Investments, Ltd. understands and agrees that all city services to the subject property will be provided by the City on the same terms and conditions as provided to other similar areas of the City and as provided in the Service Plan.

**SECTION FIVE:** Agree that a copy of this Petition and Request may be filed of record in the offices of Lago Vista and in the real property records of Travis County, Texas, and shall be notice to and binding upon all entities now or hereafter having any interest in the subject property.

**FILED**, this 23<sup>rd</sup> day of April 2018, with the Secretary of the City of Lago Vista, Travis County, Texas.

**Petitioner (s):**

By:

William B. Pohl

Name:

William B. Pohl

Title:

General Partner

STATE OF TEXAS       §  
                                  §  
COUNTY OF Travis   §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared William B. Pohl, Owner of subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23 day of April 2018



Gina M Tingley  
Notary Public - State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF Travis   §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared William B. Pohl, General Partner of Silvertex Investments, Inc. Owner of subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23 day of April 2018



Gina M Tingley  
Notary Public - State of Texas



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

**To:** Mayor & City Council

**Council Meeting:** 21 June 2018

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

**Subject:** The Lago Vista City Council will hold a Public Hearing to receive citizen input and thereafter consider and discuss Ordinance No. 18-06-21-02; an Ordinance of the City Council of the City of Lago Vista, Texas, amending Section 2.10 and Section 11.60 of Chapter 14 of the Lago Vista Code of Ordinances regarding the procedures and standards for approval of an increase to the maximum building height allowed in various zoning districts.

**Request:** Public Hearing

**Legal Document:** Ordinance

**Legal Review:**

**EXECUTIVE SUMMARY:**

The need for a number of potential improvements in Section 11.60 of the Lago Vista zoning ordinance were apparent upon my arrival as a member of the Development Services Department staff. However, the primary catalyst was the lack of an administrative appeal right afforded to anyone other than an applicant. As this type of approval is easily the most frequent type sought under the provisions of Chapter 14, all substantive and procedural flaws have been magnified. Moreover, there were numerous potential contradictions between this section and various other sections within Chapter 14. This amendment attempts to address each of those.

In addition to several instances where vastly more specific language was inserted, the primary procedural improvement involves the requirement for a compliant ridgepole to be erected prior to submittal of an application. In fact, an inspection of that ridgepole will occur prior to acceptance of an otherwise complete application. This will preclude the current common occurrence of an agenda and public hearing containing numerous applications with deficiencies that can no longer be cured in a timely manner. The current deadline for ridgepole erection occurs after the deadline to advertise the required public hearing.

Although there is a degree of subjectivity that necessarily remains, the amended version of the ordinance attempts to define the determination that must be made in order for a specific amount of additional height to be approved. This is a somewhat more difficult task because of the need to protect future views from currently vacant property. For example, Lakeway does not protect vacant property and can more easily define a protected view as what can be seen from a window in a limited number of specific rooms in an existing residence.

Because of the near simultaneous consideration of a change in the definition of the "building height" (in Section 2.10), the current recommendation changed the reference point for the maximum request of 35' to the top of the foundation (from the top of the ground) at the geometric center of the foundation to avoid additional complexity. If that definition does not change, the staff recommends that this reference point also remain the same (from the top of the ground at the geometric center of the foundation).

**Impact if Approved:**

Numerous procedural improvements would result, including the inspection of the required ridgepoles prior to the acceptance of applications. The amended ordinance also attempts to include approval standards, criteria and similar forms of guidance which are absent in the existing provisions.

**Impact if Denied:**

The existing procedures, including the lack of an administrative appeal right for non-applicants would remain intact.

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

**Indicate Funding Source:**

N/A

**Suggested Motion/Recommendation/Action**

<b>Motion to</b>	<input type="text" value="Enact Ordinance"/>	<input type="text" value="N/A"/>	-	<input type="text" value="N/A"/>	-	<input type="text" value="N/A"/>
<b>Motion to</b>	<input type="text" value="Deny Ordinance"/>	<input type="text" value="N/A"/>	-	<input type="text" value="N/A"/>	-	<input type="text" value="N/A"/>
<b>Motion to</b>	<input type="text" value="Table Ordinance"/>	<input type="text" value="N/A"/>	-	<input type="text" value="N/A"/>	-	<input type="text" value="N/A"/>

**Known as:**

Special Exception approvals required for additional building height.

**Agenda Item Approved by City Manager**

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**ORDINANCE NO. 18-06-21-02**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, AMENDING SECTION 2.10 AND SECTION 11.60 OF CHAPTER 14 OF THE LAGO VISTA CODE OF ORDINANCES; PROVIDING A SAVINGS CLAUSE; SEVERABILITY CLAUSE; EFFECTIVE DATE, OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, the City of Lago Vista, Texas is a Home Rule City; and

**WHEREAS**, the City Council of the City of Lago Vista has previously established provisions within Chapter 14, Zoning of the Lago Vista Code of Ordinances that define and regulate the maximum height of structures within various zoning districts; and

**WHEREAS**, the City Council of the City of Lago Vista has previously established procedures and criteria for approval of special exceptions within Chapter 14, Zoning of the Lago Vista Code of Ordinances to allow increases, under certain conditions, to the maximum height of structures within various zoning districts; and

**WHEREAS**, the Planning and Zoning Commission of the City of Lago Vista has undertaken an extensive review of those regulations; and

**WHEREAS**, the Planning and Zoning Commission of the City of Lago Vista has determined that there is a need to modify the procedures and criteria within Chapter 14 for approval of special exceptions to allow increases to the maximum height in various zoning districts; and

**WHEREAS**, the Planning and Zoning Commission of the City of Lago Vista has forwarded a recommendation to the City Council to incorporate those regulations and thereafter, the City Council has considered the request and hereby desires to modify those regulations the Lago Vista Code of Ordinances as described below.

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

**SECTION 1. FINDINGS.** All of the above and foregoing recitals are hereby found to be true and correct legislative findings of the City and are incorporated herein as findings of fact.

**SECTION 2. MODIFICATION.** The City Council of the City of Lago Vista, Texas, does hereby amend Chapter 14, Section 2.10, Code of Ordinances as shown in Exhibit “A” and Chapter 14, Section 11.60 as shown in Exhibit “B.”

**SECTION 3. SAVINGS CLAUSE.** All ordinances, orders or resolutions heretofore passed and adopted by the City Council of the City of Lago Vista, Texas, are hereby repealed to the extent said ordinances, orders or resolutions or parts thereof are in conflict herewith.

**SECTION 4. SEVERABILITY CLAUSE.** If any section, subsection, article, paragraph, sentence, clause, phrase or word in this Ordinance is for any reason held to be invalid or



unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall take effect immediately upon its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**SECTION 6. OPEN MEETINGS.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

**AND, IT IS SO ORDERED.**

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

ATTEST:

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

On a motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, the above and foregoing ordinance was passed and approved.

**EXHIBIT "A"**

**CHAPTER 14**

**ZONING**

**2.10 Definitions:** The words used in this chapter and not defined in this section shall have their ordinarily accepted meaning. For the purposes of this chapter the following words and phrases shall have the meaning respectively ascribed to them herein:

**ABUTTING:** Adjacent, joining at a boundary.

**ACCESSORY BUILDING:** A building detached from the principal building and customarily incidental and subordinate to the principal building or use.

**ACCESSORY USE:** A use of land or of a building or portion thereof customarily incidental and subordinate to the principal use of the land or building.

**ADJACENT:** Abutting and directly connected to or bordering.

**AGGRIEVED PERSON:** An interested party or person with an interest in a matter that is the subject of a public hearing or administrative decision and believes is being harmed by a decision made through a public hearing or administrative decision. A person has an interest if the person:

- (A) is the applicant or the record owner of property that is the subject of a public hearing or administrative decision; or
- (B) communicates an interest in a matter; and
  - (1) occupies a primary residence that is within 200 feet of the site of the proposed development or modification; or
  - (2) is the record owner of property within 200 feet of the site of the proposed development or modification; or
  - (3) is an officer of a neighborhood organization that has an interest in the site of the proposed development or modification whose declared boundaries are within 200 feet of the site of the proposed development; or
  - (4) has a utility account address located within 200 feet of the site of the proposed development or modification, as shown in the City utility records on the date of the filing of the application.

**ALCOHOLIC BEVERAGE:** Any beverage containing more than one-half of one percent (1/2 of 1%) alcohol by volume, which is capable of use for beverage purposes, either alone or when diluted.

**AMUSEMENT CENTER OR PARLOR[:]** Any establishment, whose primary purpose is for public entertainment, containing three or more pool or billiard tables, pinball, and electronic games offered for hire.

**ANTENNA SUPPORT STRUCTURES:**

- (A) **GUYED LATTICE ANTENNA STRUCTURE:** A steel lattice, guy wire supported structure, so designed to support fixtures which hold one or more antennas and related equipment for wireless communication transmission.
- (B) **LATTICE ANTENNA STRUCTURE:** A steel lattice, self supporting structure with no guy wire support, so designed to support fixtures which hold one or more antennas and related equipment for wireless communication transmission.
- (C) **MONOPOLE ANTENNA STRUCTURE:** A self supporting pole type structure with no guy wire support, tapering from base to top and so designed to support fixtures which hold one or more antennas and related equipment for wireless telecommunication transmission.

**APARTMENT:** Means a room or group of rooms used as a dwelling for one (1) family unit which includes full kitchen facilities for the preparation of meals and cooking therein.

**APARTMENT HOTEL with Commercial:** Means a building used or intended to be used for one, two or multiple living units for transient or permanent residents, in which building may be located on the first floor living units, and/or retail sales, office, and/or service uses.

**AUTOMOBILE SERVICE STATION (Service Station):** An establishment selling fuel for motor vehicles and/or performing any of the following services on motor vehicles:

- (A) Lubrication and oil change;
- (B) Installing parts and accessories, including tires, batteries and mufflers;
- (C) Tune-ups; and
- (D) Any minor repair or adjustment work[.]

**BED AND BREAKFAST ESTABLISHMENT:** An owner occupied dwelling unit that is used to provide Short-Term lodging for guests or “tourists” with a morning meal being provided.

**BOARD:** Board of Adjustment of the City of Lago Vista, Texas.

**BOAT DOCK PRIVATE:** A boat dock with one or more slips, located on residential property, which is used for private purposes and does not have services, other than electricity and water to it.

**BOAT SLIP/DAY SLIP:** A structure used strictly for the mooring of watercraft and has no other auxiliary services (such as a restaurant, retail shop or fuel sales).

**BUILDING:** Any structure having a roof supported by columns or walls and intended for shelter, housing, or enclosure of any individual, animal, process, equipment, goods, or materials of any kind.

**BUILDING HEIGHT:**

- (A) The vertical distance measured from the highest undisturbed natural grade of the applicable lot to the highest point of the coping of a flat roof or to the deck line of a mansard roof, or to the height of the highest gable of a pitched or hipped roof. Chimney height and the height of air-conditioning units, evaporative coolers, and other similar objects are excluded from total height considerations. (See Section 6.15 herein).
- (B) Special consideration may be given to the condition encountered when the highest point in elevation of the building lot is at or below the federally designated 100-year flood level.
- (C) In an area below the elevation of the 100-year flood level, the first floor elevation will be one (1) foot above the federally designated flood level. In these cases, the maximum roof height of the building may be measured from one (1) foot above the federally designated flood level.

**BUILDING OFFICIAL:** The City Manager of City of Lago Vista, Texas or his designee.

**BUILDING, MAIN OR PRINCIPAL:** A building in which is conducted the principal use of the lot on which it is situated.

**CHILD CARE INSTITUTION:** A child care facility that provides care for any number of children of any age group, for all or part of the 24-hour day, including facilities known as children's homes, half-way houses, residential treatment camps, emergency shelters, and training or correction schools for children. This facility shall comply with all applicable Federal and State requirements. Schedule of allowed uses are C-1, C-2 and U-1.

**CITY:** The City of Lago Vista, Travis County, Texas.

**CLUB:** A group of people organized for a common purpose to pursue common goals, interests, or activities and usually characterized by certain membership qualifications, payment of fees or dues, regular meetings, and a constitution and bylaws.

**COMMISSION:** The Planning and Zoning Commission of the City of Lago Vista, Texas.

**COMMON AREA:** Means privately owned land and improvements within a townhouse, condominium, planned development, or community unit development including buildings, common open space, central services and utilities, streets, walks, parking areas, fencing and

screening walls, landscaping, and any other elements and facilities under common ownership and available for the use of all owners or tenants.

**COMMON OPEN SPACE:** Means that portion of the common area which is designated for outdoor recreation area, private park, play lot, plaza, athletic court, swimming pool, fountain, stream or pond, ornamental landscaping or natural vegetation offering visual amenity, and which is open to general view and conveniently accessible to pedestrians within the project.

**COMMUNITY CENTER:** A facility used for recreational, social, educational, and cultural activities.

**COMMUNITY HOME:** A home for disabled persons in accordance with the Community Home for Disabled Persons Act, licensed or certified or operated by the State of Texas for the residence of not more than six persons, regardless of relationship, with disabilities and two supervisors.

**COMPREHENSIVE PLAN:** The Master Plan for the City of Lago Vista, Texas.

**CONDITIONAL USE PERMIT:** Permit authorized by the City Manager for an accessory structure after the primary use has been established on the same lot. Denial by the City Manager of a conditional use permit may be appealed to the Planning and Zoning Commission and the city council. A conditional use permit for a home occupation must meet the requirements of Section 16.

**CONDOMINIUM:** Means a building or group of buildings in which dwelling units are owned individually, while the structure and common areas and facilities are owned by all the owners on a proportional, individual basis.

**CONTIGUOUS:** Property whose property lines are separated by only a street, alley, easement, right-of-way or buffer.

**CONTOUR MAP:** A map or plat prepared by a registered engineer, architect, or land surveyor which accurately reflects the surface of the area surveyed with contour intervals of two (2) feet within the building site area and with contour intervals of five (5) feet in all other areas where the slope exceeds two percent (2%).

**COUNCIL:** The City Council of the City of Lago Vista, Texas.

**DEVELOPMENT:** Any buildings, roads, and other structures; or any construction, excavation, dredging, grading, filling, and clearing or removing of vegetation.

**DRIVE-IN SERVICE:** The serving of a patron while in a motor vehicle or the permitting of consumption of food or drink while in a motor vehicle parked on the premises.

**DWELLING, MULTIFAMILY:** A building containing three or more dwelling units and a lot or tract of land with at least three dwelling units of which one or more detached one- or two-family dwellings are constructed as well as multifamily dwelling buildings.



**DWELLING, SINGLE-FAMILY:** A detached building designed and having facilities for year-round human habitation by one family only.

**DWELLING, TWO-FAMILY:** A detached building designed and having facilities for year-round human habitation by two families each in a separate dwelling unit.

**DWELLING UNIT:** A single unit providing complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking and sanitation.

**FAMILY:** One or more persons related by blood, marriage or adoption occupying a living unit as an individual housekeeping organization. A family may include no more than three persons not related by blood, marriage or adoption.

**FAMILY HOME FACILITY:** A single-family residence in which a person who resides within the residence provides compensated care for children, provided that not more than six (6) children under fourteen (14) years of age, including children who live in the residence or whose care is provided without compensation, shall be cared for at any such facility, and provided further that compensated care shall not be provided in such facility for any child for an overnight stay or for a period in excess of sixteen (16) hours in any 24-hour period. A Family Home Facility shall comply with all applicable federal and state requirements.

**FENCE:** A fence or screen eighteen (18) inches or more in height made or constructed of any materials, including but not limited to living vegetation, e.g. trees, bushes, shrubs, the purpose of which is to provide protection from intrusion (physical and/or visual), to prevent escape, mark a boundary, or provide decoration. A wall shall be considered a fence unless it is a restraining wall for the purpose of diverting water and/or retaining soil. Traffic guardrails and railings along steps, ramps, decks or sidewalks are not considered fences or screening devices.

**FRONT BUILDING LINE:** Shall mean either the required front-yard setback line or the line which runs from the front wall of the structure and extends to the side property lines, whichever is further from the front property line.

**GUEST QUARTERS:** An accessory dwelling located on the same lot as the principal building and used occasionally for habitation for guests but not for remuneration.

**HANGAR:** Means a building or structure, suitable for the primary use of housing, storing and sheltering an aircraft, which is designed and constructed on C-4 district property accessible to aircraft from the municipal airport via a paved ramp.

**HANGAR-RESIDENCE:** Means a building or structure, suitable for the primary use of housing, storing and sheltering aircraft, which is designed and constructed on single-family residential property accessible to aircraft from the municipal airport via a paved ramp.

**HELIPORT:** An area of land or water or a structural surface which is used, or intended for use, for the landing and taking-off of helicopters, and any appropriate areas which are used for the storage, fueling, repair or maintenance of helicopters.

**HELISTOP:** An improved site (usually a concrete pad) or water where helicopters may land regularly but no hangars, fueling, repairs or maintenance activities are performed.

**HOME OCCUPATION:** An accessory use of a dwelling unit for gainful employment involving the manufacture, assembly, provision or sale of goods and/or services. The accessory use is conducted entirely within the dwelling unit. The use is clearly incidental and secondary to the use of the dwelling for residence purposes and does not change the character thereof or adversely affect the uses permitted in the residential district of which it is a part.

**HOME OCCUPATION PERMIT:** A written permit issued by the City of Lago Vista authorizing a resident to establish a home occupation at his/her residence.

**HOTEL:** Means a building which is open to the public in which lodging is provided and offered for consideration with 24-hour rates to individual transient guests, but not excluding permanent guests, and may include a cafe, drugstore, clothes, pressing shop, barber shop or other service facilities for guests for compensation, and in which ingress and egress to and from all rooms is made through and inside a lobby or office supervised by a person in charge at all hours. The term includes a hotel, motel, tourist home, tourist house, tourist court, lodging house, or inn. The term does not include a hospital, sanitarium, nursing home, or a dormitory as defined in Section 156.001, Tex. Tax. Code.

**IMPERVIOUS COVER:** Any structure including roof outline or surface not permitting the absorption of water.

**INDUSTRIAL:** A commercial enterprise designed for the production, manufacture, storage or assembly of goods or materials, or for the production of services oriented or ancillary to such purposes.

**INDUSTRIALIZED BUILDING:** A commercial structure that is constructed in one or more modules or constructed using one or more modular components built at a location other than the permanent commercial site, and that is designed to be used as a commercial building when the modules or modular components are transported to the permanent commercial site and are erected or installed on a permanent foundation system. The term includes the plumbing, heating, air-conditioning, and electrical systems.

**INDUSTRIALIZED HOUSING:** A residential structure that is designed for the use and occupancy of one or more families, that is constructed in one or more modules or constructed using one or more modular components built at a location other than the permanent residential site, and that is designed to be used as a permanent residence and is erected or installed on a permanent foundation system. The term includes the plumbing, heating, air-conditioning, and electrical systems. The term shall not mean nor apply to:

- (A) Housing constructed of sectional or panelized systems not utilizing modular components; or

- (B) Any ready-built home which is constructed so that the entire living area is contained in a single unit or section at a temporary location for the purpose of selling it and moving it to another location.

**LIQUOR STORES:** A store selling alcoholic beverages for off-premises consumption only.

**LIVING AREA:** The sum of the horizontal areas of each story of the building measured from the exterior faces of the exterior structural walls for the purpose of computing the minimum allowable living area in a building unit. The living area measurement is exclusive of unfinished attics, breezeways, garages, carports, open and covered porches, decks, or accessory buildings not designed and used directly and specifically for dwelling purposes.

**LOT:** A designated parcel, tract or area of land, established by plat or otherwise as permitted by law, to be used, developed or built upon as a unit.

**MARINA FACILITY:** Any commercial or public structure or combination of structures for mooring or servicing of watercraft, with more than three mooring slips, and including all structures (docks, breakwaters, etc.) and associated anchoring facilities (e.g., fuel facilities, restaurants, etc.) which abut the water-based entity.

**MOBILE HOME:** A structure designed for, or used as semipermanent habitation and which is transportable on its own chassis in one or more sections and which is capable of being used without a permanent foundation.

**MOBILE HOME PARK:** Any area or tract of land where one or more mobile home lots or spaces are rented or held for rent.

**MOTEL:** An establishment providing sleeping accommodations for transients and in which access to rooms may be through a lobby and/or the rooms may have direct access without the necessity of going through a lobby.

**NONCONFORMING FENCE, STRUCTURE, OR USE:** A fence, structure, or use that does not conform to the standards or requirements of this chapter.

**NONCONFORMING FENCE, STRUCTURE and USE, LEGAL (“grandfathered”):** An activity, fence, use, or structure that was lawful and existing at a specific location on a date prior to the adoption of an ordinance that made it fail to conform to the present requirements of this chapter.

**NUISANCE FACTOR:** Any offensive or unpleasant thing which annoys or disturbs one in free use, possession, or enjoyment to of his property of which endangers one's health or life or property, including but not limited to the following:

- (A) Noise
- (B) Electronic or atomic radiation
- (C) Dust

- (D) Effluent
- (E) Smoke
- (F) Vibration
- (G) Fumes
- (H) Shock waves
- (I) Odor
- (J) Gases
- (K) Glare
- (L) Vicious, mischievous, and barking dogs
- (M) Flashes
- (N) Unlawful diversion of drainage

**OPEN AIR COMMERCIAL AMUSEMENTS:** Any land, buildings, structures, devices or activities for amusement and profit visible from a public right-of-way, such as drive-in theaters, miniature golf courses, water slides, motor vehicle courses or tracts, and similar enterprises.

**PARKING LOT:** An area which contains five (5) or more off-street parking spaces.

**PARKING SPACE:** An area on a parking lot, enclosed or unenclosed, not on a public street, with an all-weather surface, used or intended, to be used for parking motor vehicles. The parking space must be connected to a street by an all-weather surface driveway, which may be an easement and which permits free ingress and egress.

**PLANNED DEVELOPMENT DISTRICT (PDD):** An area of land which is approved for development in accordance with a detailed plan which has been subjected to a specified approval process. All use regulations and physical restrictions for structures within a PDD are contained in the plan for that PDD.

**RECREATION FACILITY, COMMERCIAL:** A place designed and equipped for the conduct of indoor or outdoor sports and leisure-time activities and operated as a business and open to the public for a fee.

**RECREATION VEHICLE:** A vehicle designed for human habitation for recreational purposes and capable of being used on a highway. Recreational vehicles shall include a motor home, travel trailer, and camping trailer, but shall not include a mobile home.

**RECREATIONAL VEHICLE PARK:** Any area or tract of land where one or more recreational vehicle lots or spaces are rented or held for rent.

**RESORT ACCESSORY USE:** Means a use other than an enclosed building that is customarily incidental to a resort such as a swimming pool, shuffleboard court, miniature golf course, tennis court, frisbee golf course, golf driving range, golf putting course, jogging trail, volleyball or basketball court, pavilion, gazebo, and playground. Boat slips and fuel facilities are not considered accessory uses.

**RESTAURANT:** A commercial establishment at which food is prepared for consumption on or off the premises.

**SCREENING DEVICE:** Any wall or fence which does not contain openings and is constructed so as to create a visual barrier.

**SETBACK:** The minimum required horizontal distance between the property line and the corresponding wall or any projection of a building, excluding uncovered steps, uncovered balconies, uncovered porches, and roof overhangs that are in accordance with the building code.

**SHORT-TERM OCCUPANCY:** Occupancy of a dwelling unit for less than 30 days. For purposes of this chapter, this term does not include occupancy by house guests for which no compensation of any kind is involved in the occupancy.

**SPECIAL USE PERMIT:** A permit issued for a specific use or structure in accordance with the special use permit procedures in this chapter.

**STRUCTURE:** Anything constructed, assembled, or erected, the use of which requires location on the ground or attachment to something having location on or in the ground.

**TOWNHOUSE:** Means a structure on a separately platted lot, which is one of a series of three (3) or more attached dwelling units designed and used for single-family occupancy, which dwelling units are structurally connected, immediately adjacent to and abutting each other, and which have their own front and rear access to the outside. No dwelling unit is located over another unit. A condominium apartment (as defined in Section 81, Tex. Prop. Code) in a condominium structure may be considered a townhouse if no other dwelling unit or use of any kind exists immediately above or below it.

**TRAILER-COMMERCIAL USE:** Every vehicle designed for carrying heavy machinery, vehicles, and equipment used for commercial purposes, and is drawn on the highway by a motor vehicle.

**TRAILER-UTILITY USE:** Every vehicle designed for carrying personal property, or recreational equipment such as golf carts, boats, and motorcycles, and is drawn on the highway by a motor vehicle.

**VEHICLE:** Every device by which any person or property may be propelled, moved or drawn upon a highway.

**VIEW:** a scenic vista of what can be seen from a property at ground level or from a first or second story beyond and above any existing tree line or the allowed maximum building height on an

intervening property where a view is being evaluated. Examples of a view include but are not limited to parks, hillsides, open green spaces, golf courses, and a lake.

**WIRELESS COMMUNICATION SYSTEM:** means antennae and antenna support structures for mobile and land based telecommunications facilities including, but not limited to: Whip antennas, panel antennas, microwave dishes and receive-only satellite dishes, cell enhancers and related equipment for wireless transmission from a sender to one or more receivers, such as for mobile cellular telephones, mobile radio systems facilities, commercial mobile radio service and radio or television (commercial only) broadcasting towers and transmitting stations. This definition is inclusive of the placement of the above referenced equipment on a monopole tower, guyed steel lattice tower and any communication tower which does or does not utilize guy wire support in addition to existing buildings or other independent support structures. This system shall also allow as one of its components an unmanned equipment shelter.

**YARD:** An open space that lies between the principal building or buildings and the nearest lot line. This is the required minimum building setback.



**EXHIBIT "B"**

**CHAPTER 14**

**ZONING**

11.60 Special Exceptions to Height Standards.

- A. Purpose. Except as specifically described elsewhere herein, these land use regulations are based upon the division of the City of Lago Vista into zoning districts, within which the treatment of land and improvements is substantially uniform. It is recognized, however, that there are certain improvements or uses that, because of their unique characteristics or circumstances, must be considered individually to address the impact on neighboring land and the community while considering a specific need at a particular location. As such, the Planning and Zoning Commission, or the Board of Adjustment upon appeal, may approve an increase in the maximum "building height" as defined in Section 2.10 and established in the development standards for each zoning district. Such approval, with or without conditions, shall be based on the standards described below.
- B. Approval Standards. Provided the applicant has fully complied with all requirements, the Planning and Zoning Commission, or the Board of Adjustment upon appeal, may approve an increase to the maximum height of a principal building or an addition to a principal building, if it finds there is no significant adverse impact on the view, as defined in Section 2.10, of another property owner or the architectural context of the surrounding neighborhood created by the proposed additional height. The approval may include whatever conditions might be required to ensure compliance with the standard, but in no case shall it allow an absolute height in excess of 35 feet measured from the top of the geometric center of the proposed foundation or for more than two stories.
- C. Process.
- (1) Ridgepole: Prior to submitting the required application documents specified below, the applicant shall erect one or more ridgepoles, that clearly and visibly indicate both the proposed maximum "building height" and the maximum "building height" allowed by right in the development standards for the zoning district in which the property is located. Required height indication markings shall use a minimum 2 inch wide blue or red masking tape or paint mark around the circumference of the ridgepole and both the pole and markings shall be visible from the street that fronts the property. The primary ridgepole shall be placed at the approximate location of the highest peak or the center of the highest

ridgeline and be constructed of such sturdiness as to remain in a true vertical position throughout the application and hearing process. The Planning and Zoning Commission or the Board of Adjustments on appeal, may require additional ridgepoles and that a licensed surveyor certify the location and heights of all ridgepoles and markings in a stamped report. All required ridgepoles shall remain in place and their condition maintained through the end of the public hearing process. Unless otherwise directed, the ridgepoles shall be removed no later than two weeks after the final decision by the Planning and Zoning Commission or the Board of Adjustments, upon appeal.

- (2) Application. Applications shall be made on a form provided by the city and are accepted provisionally, pending an inspection of all required ridgepoles. In addition to the form, the application package shall include the following:
  - (a) Site Plan. Drawings preferably scaled, that indicate the location of the proposed building footprint and all ridgepoles shall be accurately represented. Topographic information is required for the purpose of accurately determining the proposed “building height” and the maximum “building height” permitted by the applicable development standards and as defined in Section 2.10. Both of these heights shall be specifically included and described on the application form and clearly distinguished from any other referenced heights.
  - (b) Depiction of proposed height. Some form of accurate depiction is required, typically building elevations, indicating the proposed maximum “building height” as defined in Section 2.10 and the proposed absolute building height as measured from the top of the geometric center of the proposed foundation.
  - (c) Fee. Fees shall be the same as for a variance to the zoning ordinance.
- (3) Public Hearing. The Planning and Zoning Commission shall hold a public hearing prior to consideration of any special exception application.
  - (a) Notice requirements for a public hearing by the Planning and Zoning Commission shall meet the standards in Section 13.40.
  - (b) The public hearing to consider a special exception application shall be held at a regularly scheduled Planning and Zoning Commission meeting. The Commission may adjourn the public hearing and reopen the hearing on the site seeking the special exception approval at a time announced during the meeting that includes the original public hearing.
  - (c) Commissioners should visit the site. If the Commission’s decision is appealed in accordance with the requirements included herein, the Board of Adjustments members

should visit the site. Commissioners or Board members who have not visited the site may not vote on the consideration of a special exception application.

- (4) Appeal. An applicant or any aggrieved person, as defined in section 2.10, may appeal the final decision of the Planning and Zoning Commissions to the Board of Adjustments in accordance with the requirements of section 11.50.
- (5) Term. Absent a formal written request alleging hardship to the City Manager or his designee for an extension, a special exception approval shall expire in one calendar year if not incorporated in a building permit. Special exception approvals also expire upon abandonment, either voluntary or involuntary, of one calendar year or longer. Extensions beyond a term of three years would require a new special exception application and approval.



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

**To:** Mayor & City Council

**Council Meeting:** 21 June 2018

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

**Subject:** Discussion and consideration of Ordinance No. 18-06-21-03; an Ordinance of the City Council of the City of Lago Vista, Texas, amending Sections 3.123, 3.124, 3.521, 3.702 and Article 3.800 of Chapter 3, amending Sections 4.801, 4.805, 4.807 and Table B of Article 4.800 of Chapter 4, amending Section 4.12 of Chapter 10 and amending Section 10.5.105 of Chapter 10.5, all of the Lago Vista Code of Ordinances, that consolidates outdoor or exterior lighting regulations into one location within the Code of Ordinances and modifies those regulations as recommended by the current Comprehensive Plan and the Texas Section of the International Dark-Sky Association.

**Request:** Business Item

**Legal Document:** Ordinance

**Legal Review:**

**EXECUTIVE SUMMARY:**

The current Comprehensive Plan recommends updating regulations for consistency with what is commonly referred to as a "Dark Skies initiative." A number of citizen comments compiled during the completion of that work included suggestions that the City join the International Dark-Sky Association (IDA) and seek recognition from that organization.

In addition to the energy cost savings that would accrue to any compliant individual or entity, this amendment would satisfy the most significant requirement for recognition as a "Dark Sky Community" by the IDA. Other requirements include a commitment to public outreach and education regarding the value of a "Dark Sky." This educational component might be an appropriate task for the Youth Advisory Committee. Another requirement is the willingness to host a regional event like the one that was recently held in Fredericksburg.

While their might costs involved in hosting an event, there are no fees or dues required to attain recognition as a "Dark Sky Community." We have already contacted the organization to inform them of our possible desire to seek the designation. They have already selected an individual who would serve as our "nominating sponsor" if we continue this effort. The Building Committee unanimously recommended the amendment and very actively participated in its development. The Planning and Zoning Commission has repeatedly endorsed the completion of this effort in their role as advocates for implementation of the Comprehensive Plan.

The inordinate length of the packet is based primarily on the need to consolidate similar, identical or even contradictory requirements that are all too commonly located in multiple locations with the Lago Vista Code of Ordinances. This amendment replaces all requirements regarding outdoor or exterior lighting with the exception of those applicable to marina facilities (due to LCRA regulations). In many cases the requirements contained in various other sections have been replaced with a simple reference to the new version of Article 3.800 in Chapter 3. This should help reduce future contradictions that might result from an amendment that did not accurately locate all the duplications of a requirement. At some point, a continuation of this type of effort will yield a simpler, more "user-friendly" and predictable development code. This is typically an important factor in contributing to desired growth.

**Impact if Approved:**

The staff will continue to pursue recognition from the International Dark-Sky Association as a "Dark Sky Community."

**Impact if Denied:**

Lago Vista would be ineligible for recognition as a Dark Sky Community and a recommendation of the current Comprehensive Plan deferred.

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

**Indicate Funding Source:**

N/A

**Suggested Motion/Recommendation/Action**

Motion to   -  -

Motion to   -  -

Motion to   -  -

**Known as:**

A "Dark Sky" Ordinance.

**Agenda Item Approved by City Manager**

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**ORDINANCE NO. 18-06-21-03**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, AMENDING SECTIONS 3.123, 3.124, 3.521, 3.702 AND ARTICLE 3.800 OF CHAPTER 3, AMENDING SECTIONS 4.801, 4.805, 4.807 AND TABLE B OF ARTICLE 4.800 OF CHAPTER 4, AMENDING SECTION 4.12 OF CHAPTER 10 AND AMENDING SECTION 10.5.105 OF CHAPTER 10.5, ALL OF THE LAGO VISTA CODE OF ORDINANCES; PROVIDING A SAVINGS CLAUSE; SEVERABILITY CLAUSE; EFFECTIVE DATE, OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, the City of Lago Vista, Texas is a Home Rule City; and

**WHEREAS**, the City Council of the City of Lago Vista has previously established numerous provisions throughout the Lago Vista Code of Ordinances that define and regulate the use of outdoor or exterior lighting within the corporate limits of Lago Vista; and

**WHEREAS**, the City Council of the City of Lago Vista finds that unnecessary and improperly designed light fixtures cause glare, light pollution and wastes energy; and

**WHEREAS**, the City Council of the City of Lago Vista desires to protect the health, safety and welfare of the general public, and to protect the night sky which adds to the quality of life and economic well-being of its residents; and

**WHEREAS**, the Building Committee of the City of Lago Vista has undertaken an extensive review of those regulations; and

**WHEREAS**, the Building Committee of the City of Lago Vista has determined that there is a need to modify the various provisions within Chapters 3, 4, 10 and 10.5 within the Lago Vista Code of Ordinances that define and regulate outdoor or exterior lighting; and

**WHEREAS**, the Building Committee has forwarded a recommendation to the City Council to incorporate those regulations and thereafter, the City Council has considered the request and hereby desires to modify those regulations the Lago Vista Code of Ordinances as described below.

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

**SECTION 1. FINDINGS.** All of the above and foregoing recitals are hereby found to be true and correct legislative findings of the City and are incorporated herein as findings of fact.

**SECTION 2. MODIFICATION.** The City Council of the City of Lago Vista, Texas, does hereby amend Chapter 3, Code of Ordinances as shown in Exhibit "A," Chapter 4, Code of Ordinances as shown in Exhibit "B," Chapter 10, Code of Ordinances as shown in Exhibit "C" and Chapter 10.5, Code of Ordinances as shown in Exhibit "D."

**SECTION 3. SAVINGS CLAUSE.** All ordinances, orders or resolutions heretofore passed and adopted by the City Council of the City of Lago Vista, Texas, are hereby repealed to the extent said ordinances, orders or resolutions or parts thereof are in conflict herewith.

**SECTION 4. SEVERABILITY CLAUSE.** If any section, subsection, article, paragraph, sentence, clause, phrase or word in this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall take effect immediately upon its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**SECTION 6. OPEN MEETINGS.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

**AND, IT IS SO ORDERED.**

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

ATTEST:

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

On a motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, the above and foregoing ordinance was passed and approved.



**EXHIBIT "A"**

**CHAPTER 3**

**BUILDING REGULATIONS**

**ARTICLE 3.100 BUILDING CODE**

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Sec. 3.123 Minimum Standards for All Residential Buildings

(a) Every building, structure, or part thereof erected or altered, or used for residential use in the city containing one or more dwelling units shall conform to the provisions of this article.

(1) Exceptions. The following structures may be located within the front yard setback and in the side yard setbacks for corner lots:

- (A) Driveways, parking aprons and required culverts;
- (B) Mailbox structures;
- (C) Walkways and reasonable landscaping structures;
- (D) Retaining walls;
- (E) Driveway and walkway marking pillars and lightning supports;
- (F) Screened or buried solid waste container (multifamily only);
- (G) Buried septic system.

(2) Exceptions. The following structures may be located within side yard setbacks:

- (A) Walkways, golf cart paths, and reasonable landscaping structures;
- (B) Retaining walls;
- (C) Buried septic systems.

(3) Exceptions. The following structures may be located within rear yard setbacks:

- (A) Retaining walls, providing ample provision is allowed for drainage structures should such be required;
  - (B) Drainage structures;
  - (C) Fences;
  - (D) Air-conditioning compressors, heat pumps and similar equipment and required screening;
  - (E) Screened solid waste containers;
  - (F) Boat docks;
  - (G) Decks and patios of wood or concrete are allowed, if they are not covered; and
  - (H) Swimming pools.
- (4) Construction Over Easements. Construction over easements is generally not allowed. The city manager or his designee may permit this. However, it shall be fully understood and agreed that construction of any type over dedicated utility or drainage easements may have to be removed at the owners expense should the use of such easements be required by the entity benefiting from the easement or be required to provide adequate drainage or easements elsewhere.
- (b) Driveways, Off-Street Parking and Access to Public Streets. Each single-family dwelling unit in the city shall be on a lot abutting a public or platted private street. Multifamily dwellings, including patio homes, condominiums and townhouse projects, shall have access to a public street or a paved private street. The access must have and maintain an appropriate legal character or agreement which adequately provides for street repairs and maintenance. All structures and dwellings of any type shall be so located on lots so as to provide safe, convenient access for police and fire protection.
- (c) Exterior Lights. All outdoor or exterior lighting shall comply with the requirements of Article 3.800 in Chapter 3.
- (d) Swimming Pool Fences. Every outdoor swimming pool constructed or installed after the effective date of this article shall be completely enclosed by a fence, or a wall, or a combination thereof, which is not less than four (4) feet in height. The fence and/or wall shall be so constructed as not to have openings, holes, or gaps larger than four (4) inches in any dimension except for doors and gates. If a picket fence is erected or maintained, the horizontal spacing between pickets shall not exceed four (4) inches. The walls of a dwelling, house, or accessory building may be used as part of such enclosure. All gates and doors opening through an enclosure required shall be equipped with a self-closing device for keeping the gate or door securely closed at all times when not in actual use, provided that a door of any dwelling or accessory building which forms a part of the enclosure need not be so equipped. This section shall be applicable to all existing swimming pools, other than indoor pools, effective April 15, 2003. No person in possession of land within the city, whether as owner, purchaser, lessee, or tenant upon which a swimming pool is constructed or installed after the

effective date of this article shall fail to provide and maintain a secure enclosure around such swimming pool. Persons owning pools on the effective date of this article may make application to the city council which may authorize modifications and variances in individual cases until October 15, 1999, upon a showing of good cause with respect to the height, nature or location of the fence, wall, gate or latch, or the necessity therefor, provided the minimum level of protection and security intended by this article is not reduced thereby. The city manager or his designee may permit other protective devices or structures to be used so long as the degree of protection afforded by the substitute devices or structures is not less than the protection afforded by the fence, gates, and latch required. The requirements of this subsection shall not apply to swimming pools that are constructed, operated, and maintained in conjunction with a motel or hotel which operates twenty-four (24) hours per day and which provides such pool for the use of its tenants and their guests, or that are covered by and subject to the state requirements governing pools for multiunit rental complexes and property associations set forth in Chapter 757 of Title 9 of the Texas Health and Safety Code.

- (e) Fire Warning System. Each dwelling unit shall be provided with smoke detectors in conformance with the standards contained in the IBC, IRC and/or the IFC.
- (f) Floor Area. Each dwelling unit shall contain a minimum floor area as required by the zoning ordinance.
- (g) Garages and Carports. All single-family or duplex units in the city will be designed with a garage that is a minimum of four hundred (400) square feet in size. A carport, in addition to a garage, shall be designed with adequate storage compartments to prevent unsightly storage in public view. Enclosing an existing carport or garage into the living area shall not be approved unless a new garage is added and the floor level of the existing carport/garage is approved to meet building code criteria for a living area (see Section 7.20 of the zoning ordinance). All other dwelling units will have adequate enclosed storage of not less than twenty-five (25) square feet, in addition to the parking requirements of the city's zoning ordinance.
- (h) Mobile Home / Manufactured Housing. Where applicable to municipal authority, this article subscribes to the Texas Manufacture of Housing Standards Act.
  - (1) All manufactured housing (mobile and modular industrialized housing) shall be installed by either the owner, after acquiring a temporary installer's certificate from the state, or an installer registered with the Texas Department of Labor Standards. If the owner intends to use a registered installer to transport and/or install a manufactured home, he must enter name, address, phone and installer's state registration number of the building permit application.
  - (2) The mobile home structure shall be classified and treated in accordance with the criteria established by the federal and state statutes, regulations and consumer law.
  - (3) Applications for a building permit for mobile homes shall include the mobile home square footage, manufacturer's name, date of manufacture, serial number and exterior dimensions (not including the tongue).

- (4) No mobile home older than five years and no mobile home without the state-approved stamp may be placed on any lot in the city.
- (5) All modules or modular components must bear an approval decal or insignia, reflecting that they have been inspected by the “Texas Department of Labor and Standards.”
- (6) The Federal Housing and Urban Development Code Manufactured Home shall be classified and treated in accordance with the criteria established by the federal and state statutes, regulations and consumer law.
- (i) Multifamily Building Height. Multiple residential units will not exceed three stories.
- (j) Sewage Facilities. All plumbing fixtures shall be connected by adequate water and drainage lines to a licensed private sewage facility or to an approved, organized sewage disposal system.
- (k) Solar Systems. No roof-mounted solar panels will exceed the maximum approved roofline height. Ground-mounted solar panels will not be located within twenty-five feet (25') of a street or golf course.
- (l) Utility Connection. It shall be unlawful to connect any utility to a structure for permanent service until authorized by the public utility supplier.
- (m) Graywater Sewage Systems. Graywater systems must be equipped with a holding tank that may be installed below grade. A discharge pump will be required to empty this holding tank as required for approved use.
- (n) The city is authorized to take actions as appropriate to withhold or request removal of all utility connections to any residential or commercial unit where no action has been taken to correct deficiencies in the building code, or violations of this article.
- (o) Roofing for patios or covered porches shall match the roof on the primary structure.
- (p) Dumpsters shall be shown on site plans and shall be fully screened on all sides.

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#### Sec. 3.124 Minimum Standards for Nonresidential Buildings

- (a) In addition to the requirements in the IBC, every building, structure, or part thereof, erected or altered, moved or relocated for nonresidential use in the city shall conform to the following standards, which are deemed to be minimum standards, necessary for the safety, health and general welfare of the residents of the community and to provide for the enhancement of the overall visual image of the city and to encourage some degree of design consistency, by requiring specific exterior materials for all nonresidential buildings.

(b) General Requirements.

- (1) Driveways and Off-Street Parking. Each nonresidential building shall be on a lot abutting a public or private street, and all structures shall be so located on lots as to provide safe, convenient access for service police and fire protection, and minimum off-street parking and loading areas as stated in the zoning ordinance.
- (2) Exterior Lighting. All outdoor or exterior lighting shall comply with the requirements of Article 3.800 in Chapter 3.
- (3) Exterior Compressors and Other Equipment. All exterior air-conditioning compressors, mechanical equipment, fuel tanks and devices shall be adequately screened from view from both public and private streets. In no case shall such equipment be located in the front setback area of any residence or commercial establishment, except liquefied petroleum gas containers that are buried in accordance with the general zoning ordinance.
- (4) Height. All buildings shall conform to the building heights as listed in the zoning ordinance for the area in which the nonresidential building is to be located.
- (5) Lot Coverage. Total impervious coverage shall comply with the zoning ordinance and subdivision ordinance.
- (6) Modular Construction.
  - (A) Permanent. Modular, prefabricated buildings, and commercial trailers, new or used, shall not be permitted within the city as a permanent installation.
  - (B) Temporary. Modular, prefabricated buildings, and commercial trailers, new or used, shall be permitted as a temporary installation provided the structure and use meets the following conditions.
    - (i) The above-described structures may be used as a temporary construction office provided the proper permits are obtained, shall be located within the development that it serves, and shall be removed upon completion of the project.
    - (ii) The above-described structures may be used as a temporary sales office provided the proper permits are obtained, the sales are only for property within the development it is located in, and may be a separate structure or shared space within the temporary construction office. Permits for temporary sales office will expire within one year of issuance and are nonrenewable. Within one year of approval, a temporary sales office shall be relocated within a permanent structure, such as within a permitted model home.
- (7) Utilities Required. All nonresidential buildings, where plumbing is required, shall be connected to a private or public water system, and on-site sewage disposal system, licensed by LCRA, or a public sewer system.

- (8) Solid Waste Container Storage. Trash storage and recycling areas for attached dwellings and all businesses and industrial buildings or uses shall be accommodated within the structure, or adequate area shall be included on site and indicated on a site plan. All outdoor trash and recycling storage and containers shall be placed on hot mix asphalt, concrete, brick pavers or reinforced concrete and shall be screened from public view by a solid fence or wall of no more than six feet in height.
- (9) Utility Connection. It shall be unlawful to connect any public utility to any structure for service until authorized by both the city and the public utility supplier.
- (10) City Right-of-Way. No part of any structure shall intrude upon the city's right-of-way without the explicit permission of the city council.
- (11) Exterior Appearance. This subsection shall apply to all nonresidential and multifamily buildings except those in the C-4, airport district.
- (A) 75% of the front wall and 75% of each sidewall of all commercial buildings shall consist of or be covered with the following acceptable materials:
- (i) Fired bricks.
  - (ii) Natural or polished stone.
  - (iii) Textured masonry block.
  - (iv) Tilt wall concrete panels with architectural details or imbedded textural materials.
  - (v) Applied stucco.
  - (vi) Tile, clay or ceramic.
  - (vii) Glass.
  - (viii) Split face concrete block.

Note: Painted corrugated sheet metal and concrete impregnated siding are not acceptable materials.

- (B) Stainless steel, chrome, standing seam and premium grade architectural metal may be used as an architectural accent, but shall not cover more than 10% of the front or any sidewall of the building.
- (C) Metal overhead doors shall not be located within the front wall or within the required 75% architectural sidewalls of a building. Exceptions: Businesses that require daily auto entrance.
- (D) Metal roofing shall be permitted provided they are painted with nonglare, nonreflective paint.

(12) Dumpsters shall be shown on permit site plans and be screened on all sides.

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## **ARTICLE 3.500 MOBILE HOME, RECREATIONAL VEHICLE, AND CAMPGROUND PARK REGULATIONS**

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### Sec. 3.521 Recreational Vehicle/Campground Park Standards

- (a) Design Standards for Recreational Vehicle / Campground Park. Following are specific design standards for a recreational vehicle/campground park. These standards shall apply where they are in conflict with the subdivision or site development ordinances.
- (1) Recreational vehicle stand spaces shall be spaced not more than twenty (20) units per acre. The distance from the line or corner of any recreational vehicle site to a boundary line of the recreational vehicle park shall be adequate to protect the residential use in the park and shall not be less than twenty-five feet (25') where abutting a public street. Yard requirements along other property lines shall be ten feet (10'). However, where the side lot line property is a residential district, a minimum side yard of fifteen feet (15') shall be provided. Where the rear lot line abuts a residential district, a minimum rear yard of twenty feet (20') shall be provided.
  - (2) Street Lighting. Street lighting within the recreational vehicle park shall be provided by the owner and shall comply with Article 3.800 of Chapter 3.
  - (3) Public Water Supply. A park within the city limits shall be connected to the city's public water supply system and water service shall be provided to each recreational vehicle space. Each recreational vehicle stand space shall be provided with a water service riser pipe, installed at least four (4) inches above ground level. A cutoff valve shall be installed at each recreational vehicle site and at appropriate location on the main line running through the park.
  - (4) Private Water Supply. A park laid out in accordance with the subdivision ordinance that cannot be immediately served by the city's water supply system, may install a private water system in accordance with that ordinance.
  - (5) Wastewater Disposal.
    - (A) A park within the city limits shall be connected to the city's public wastewater system, and sewer service shall be provided to each recreational vehicle space. Each recreational vehicle space shall be provided with at least a four (4) inch diameter sewer service riser pipe. The sewer riser pipe shall be plugged when no recreational vehicle occupies the space.
    - (B) Adequate provision, separate from use of the public sewage disposal system, shall be made to handle and dispose of the effluent from recreational vehicle holding tanks.



- (6) Park to be Metered as One (1) Unit. Every recreational vehicle/campground park shall be metered as one (1) unit and charged commercial water, sewer, and sanitation fees as one (1) unit. However, any recreational vehicle which exceeds a thirty (30) day occupancy shall be reclassified as a permanent resident and the owner of the recreational vehicle park shall be required to pay residential basic minimum water fees, sewer fees, and sanitation fees separate from and in addition to the commercial rate charged by the City of Lago Vista.
- (7) Power Distribution Lines, Individual Electrical Connections and Grounding and Telephone Service. All electrical wiring and telephone lines and TV cable in the recreational vehicle park shall be underground.
- (8) Fire Safety Standards.
- (A) In recreational vehicle/campground parks in which liquefied petroleum gases, gasoline, fuel oil, or other flammable liquids are stored and dispensed, their handling and storage shall comply with requirements of the city's fire codes.
- (B) Approaches to all recreational vehicle stands shall be kept clear for fire fighting.
- (9) Privacy Fencing. Privacy fencing shall be required for all parks. In the design, location, and erection of privacy fences, the following guidelines and requirements shall be observed.
- (A) Ownership and Placement of Privacy Fence. All privacy fences shall be the property of the park owner who shall be responsible for the repair and maintenance of said fences. Therefore, the privacy fencing must lie inside the boundary lines of the park. Moreover, to prevent encroachments upon the land of adjoining property owners, to allow for any possible errors in the survey, and to allow for fence alignment errors during the erection of the privacy fence, all such fences shall be set back a distance of not less than one (1) foot inside the boundary lines of the park.
- (B) Alignment of Privacy Fence. If the privacy fence is to be located along a boundary line that is greater than two hundred (200) feet in length, a registered engineer, or a registered public surveyor, shall set intermediate, fence alignment stakes on the fence setback lines at intervals of no more than two hundred (200) feet.
- (C) Height of Privacy Fence. All privacy fences shall be no less than six (6) feet in height except that fences which run parallel along public streets shall be only between three (3) feet and four (4) feet in height.
- (D) Fence Material. All privacy fences shall be constructed using tightly joined, wood boards; opaque, corrugated, construction grade plastic panels; or any other high strength, opaque material the Chief Building Official shall approve.
- (E) Specific Purpose of Privacy Fencing. Specifically, the privacy fence shall be sufficiently strong and opaque so that it will serve:

- (i) to block out undesired views.
- (ii) to prevent animals and children from wandering across property lines.
- (iii) to ensure a safe, contained play area for children.
- (iv) to provide a barrier against thrown balls, trash, and other refuse.
- (v) to maximize privacy and seclusion from intrusive onlookers.
- (vi) to discourage trespassing and vandalism.
- (vii) to preempt any encroachment upon the land of adjoining property owners.

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### **ARTICLE 3.700 MODEL HOMES**

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#### **Sec. 3.702 Requirements for Permit**

The following conditions and requirements shall be applicable to all model homes:

- (1) A minimum of six (6) off-street parking spaces must be provided in addition to the required any driveway for the structure;
- (2) Outdoor lighting shall comply with Article 3.800 of Chapter 3;
- (3) Model homes shall not be open to the public prior to 9:00 a.m. nor after 9:00 p.m.
- (4) Signs shall comply with all ordinances and not more than one open house sign, or similar sign, shall be allowed; and
- (5) No structure or dwelling unit shall be used as a model home for more than twelve (12) months.
- (6) No existing or proposed building or structure for which application is made for a model home permit shall be within, or proposed to be within, one thousand feet (1,000) of any single-family residence, at the time such application is made.

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## ARTICLE 3.800 OUTDOOR OR EXTERIOR LIGHTING

### Section 3.801 Purpose

The regulation and limitation of outdoor or exterior lighting is intended to reduce or prevent light pollution. While effective outdoor lighting is necessary for safety and security, ill-advised exterior lighting can contribute to unwarranted glare and light trespass while failing to maintain desirable levels of energy efficiency. In addition to more energy efficient and cost effective lighting, a dark and visible night sky has potential aesthetic, ecological and economic benefits.

### Section 3.802 Definitions

Words and phrases used in this article shall have the meanings set forth in this section. Terms that are not defined below, but are defined elsewhere in the Code of Ordinances, shall be given the meanings set forth therein. Words and phrases not defined in the Code of Ordinances shall be given their common, ordinary meaning unless the context clearly requires otherwise.

*Applicant* means a person or entity who submits an application for a required approval. To be qualified as an applicant, the person or entity must have sufficiently documented legal authority or proprietary interests in the land to commence and maintain proceedings. To avoid confusion, the term will not include anyone other than the property owner(s), tenant(s), or a duly authorized agent and representative of the property owner. As to enforcement between tenant(s) and property owner(s) of a particular piece of property, the property owner(s) shall have ultimate liability for violations of this article.

*City* means the City of Lago Vista, an incorporated municipality located in Travis County, Texas.

*Full cutoff fixture* means a fixture, as installed, that is designed or shielded in such a manner that all light emitted by the fixture, either directly from the luminaires or indirectly from the fixture, is prevented above a horizontal plane running through the lowest point on the fixture where light is emitted.

*Holiday lighting* means temporary lighting used for a specific celebration of one of the following types: festoon type low output lamps, limited to small individual bulbs on a string; low-output lamps used to internally illuminate yard art; or flood or spot lights producing less than 2,000 lumens each.

*Initial lamp lumen* means the product of the initial number of lumens produced by the light emitting elements of an individual luminaire, multiplied by the luminaire efficiency. If the efficiency is not known, assume 70 percent for a single-family or two-family residential luminaire and 100 percent for a multifamily or nonresidential luminaire.

*Lamp or bulb* means the light-producing source installed in a luminaire.

*Light Pollution* means any adverse impact of artificial light including, but not limited to: light trespass, uplighting, uncomfortable distractions to the eye, or any artificial light that diminishes the ability to view the night sky. The term is often used to denote urban sky glow.

*Light trespass* means light emitted from fixtures that causes light to be cast on a property other than the one where it is installed, upwards toward the sky or any other location where it is not wanted or needed.

*Lighting* means any source of light other than natural light emitted from celestial objects or fire. The term includes any type of lighting, fixed or movable, and designed or used for illumination of buildings or homes, including but not limited to: streetlights, canopies, searchlights, externally or internally on signs, and luminous elements and fixtures attached to buildings, structures, poles, ground mounted or any other location.

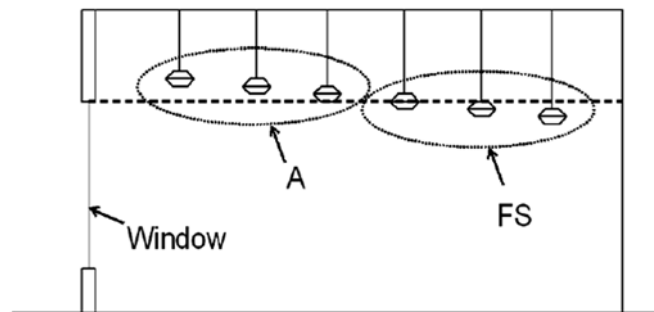
*Logo* means a representation or symbol adopted by a business, organization, or an individual that is used to promote instant public recognition.

*Lumen* means a unit of measurement that quantifies the amount of light produced by a lamp or bulb or emitted from a fixture (as distinct from "watt," a measure of power consumption). The lumen rating associated with a given lamp is typically indicated on its packaging or available from the manufacturer.

*Lumens per acre* means the total number of initial lamp lumens produced by all fixtures utilized in outdoor lighting on a property divided by the total area of the property in acres, or part of an acre.

*Luminaire* means the complete lighting unit, including the lamp, the fixture and other parts or components.

*Outdoor or Exterior lighting* means temporary or permanent lighting that is installed, located or used in such a manner to cause light to be cast outdoors. Any multifamily or nonresidential fixture that is installed indoors but causes light to shine outside is considered outdoor lighting for the purpose of administering these regulations (See figure A).



**Figure A:** Elevation view showing an application of indoor lighting, labeled 'FS,' which is subject to these requirements and indoor lighting, labeled 'A,' which is installed so that it is typically not subject to these requirements.

*Temporary lighting* means lighting intended for uses of a limited duration; such as holiday decorations, civic events or construction projects.

*Total outdoor light output* means the total amount of light, as determined by the sum of the initial lamp lumens attributed to each outdoor or exterior light fixture located on the property.

*Uplighting* means lighting that causes light rays to project above a horizontal plane running through the lowest point on the fixture where light is emitted.

### **Section 3.803 Scope and Applicability**

All outdoor or exterior lighting shall be installed in conformance with the provisions of this article, applicable electrical codes, energy codes, and building codes, except as provided herein.

- A. New Construction. All outdoor or exterior lighting associated with newly constructed residential and nonresidential structures permitted after the effective date of this article shall comply with these requirements and other applicable regulations unless otherwise exempted.
- B. Renovations and Repairs. All residential and nonresidential renovations or repairs requiring a permit after the effective date of this article shall comply with these requirements and other applicable regulations unless otherwise exempted. All renovations or repairs that include installation or replacement of exterior or outdoor lighting in excess of 6,200 lumens within any 90 day period shall require a permit.
- C. Nonconforming Existing Lighting. All existing outdoor or exterior lighting that was legally permitted or installed before the effective date of this article, but does not conform to the standards imposed shall be considered nonconforming. Nonconforming outdoor or exterior lighting is allowed to remain except as described below.
  - (1) Residential and Nonresidential Property. All existing outdoor or exterior lighting located on a property that is the subject of any land use application (zoning, conditional use, special exception, etc.), a sign permit or a building permit for an addition or renovation is required to comply with these requirements within 90 days as a condition of the approval.
  - (2) Multifamily and Nonresidential Property.
    - (a) All nonconforming existing outdoor or exterior lighting that becomes damaged or inoperable and is subsequently repaired, replaced or improved, shall comply with the requirements for new construction.
    - (b) If a nonconforming use or structure has been abandoned for more than twelve months all outdoor or exterior lighting on the property must be brought into compliance as a condition of reoccupation or reuse.
    - (c) Occupied multifamily and nonresidential property shall be brought into compliance with outdoor or exterior lighting requirements within five (5) years from the effective date of this article. A new property owner may request a three-year extension to come into compliance if the purchase occurred within this timeframe.
  - (3) Street Lighting. Non-conforming street lights shall be allowed to remain until replacement is otherwise required. Replacement fixtures and lamps shall comply with the requirements of this article as specified below.

D. Exemptions and Exceptions.

- (1) Outdoor or exterior lighting fixtures, including landscape lighting with a maximum output (regardless of the number of lamps) of 800 lumens per fixture for shielded fixtures, and 450 lumens per fixture for unshielded fixtures. However, the collective output from these fixtures shall be included in the total output limitation specified below.
- (2) Lighting produced directly or indirectly by the combustion of natural gas, liquid propane or other fossil fuels.
- (3) Nonconforming sports facility lighting prior to 11:00 p.m. or later if required to complete an event in progress prior to that time.
- (4) Flag or flag pole lighting.
- (5) Holiday lights from November 15th to January 15th between 6:00 a.m. and midnight, except that flashing holiday lights are prohibited on nonresidential properties and discouraged on residential properties.
- (6) Temporary lighting for events or construction areas provided the lights do not present a traffic hazard.
- (7) Traffic control signals or devices and specialized or temporary lighting needed for safety, during emergency repairs or by law enforcement, fire and emergency services.
- (8) Lighting required by federal or state laws or regulations, including those required to be installed on motor vehicles or for the safe operation of aircraft.
- (9) Security lighting that is motion sensor activated and remains active no longer than five minutes after motion on the property has ceased.

**Section 3.804 Procedures and Compliance**

A. Single-family and Two-family Residential Outdoor Lighting.

- (1) Upon receipt of single-family or two-family residential building permit application, the Development Services Department shall provide either a summary or a copy of these requirements. Continued pursuit of a permit shall serve as acknowledgment that the applicant has been notified of these outdoor lighting regulations.
- (2) Compliance with outdoor lighting requirements for single-family or two-family residences will be reviewed onsite, and verified before issuance of a Certificate of Occupancy. A separate lighting permit apart from the building permit is not required. However, the Building Official may require manufacturer's data on any outdoor light fixture or lamp as part of that review.

B. Multifamily and Nonresidential Outdoor Lighting. All applications for multifamily and nonresidential building permits or land use planning review, including subdivision construction plans, which include installation of outdoor lighting fixtures shall include lighting

plans conforming to the provisions of these regulations. Submittals shall include the following information as applicable to each specific project:

- (1) Plans indicating the location, type, intensity, and height of all existing and proposed outdoor light fixtures, including those indoor fixtures defined as outdoor or exterior lighting by these provisions;
- (2) Specifications and descriptions of all fixtures, including lamps, photometric data showing the pattern of light emission and intensity, shielding devices, light standards or other supports, which may be provided as manufacturer's standard literature;
- (3) Calculations of the total outdoor light output, the total outdoor light output per acre, the total illuminated property area and both the fixture and lamp data used in the calculations; and
- (4) Additional information requested by the Development Services Director and Building Official and required to verify compliance.

C. Compliance.

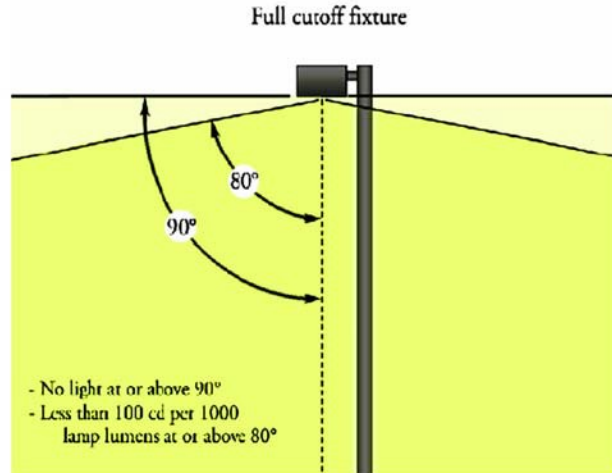
- (1) These regulations are not intended to prohibit the use of any design, materials, methods or operation not specifically prescribed herein, provided such alternative has been approved by the city manager or a designee, upon a finding that:
  - (a) The alternative meets or exceeds the applicable standard, and
  - (b) The alternative is otherwise satisfactory and consistent with the legislative intent of these regulations.
- (2) The city shall have the power to administer and enforce the provisions of this article as specified in Section 1.109 of the Lago Vista Code of Ordinances. In addition, any violation of this article is hereby declared to be a public nuisance, justifying the use of any or all remedies available for abatement as specified in those provisions.

**Section 3.805 Lamps, Fixtures, Shielding and Output Limits**

A. Governmental Owned Street Lights.

- (1) Governmental owned streetlights shall be full cut-off fixtures in order to limit light trespass (see Figure B). To the extent government owned streetlights are replaced or repaired with a light emitting diode (LED) luminaire, the LED luminaire shall have a correlated color temperature not to exceed 3,000 Kelvin. Streetlights associated with new development shall comply with additional requirements contained in Chapter 10.





**Figure B:** Full cutoff fixtures do not allow any light to be emitted above the fixture.

(2) Requests for the Removal or Placement of Additional Public Street Lights

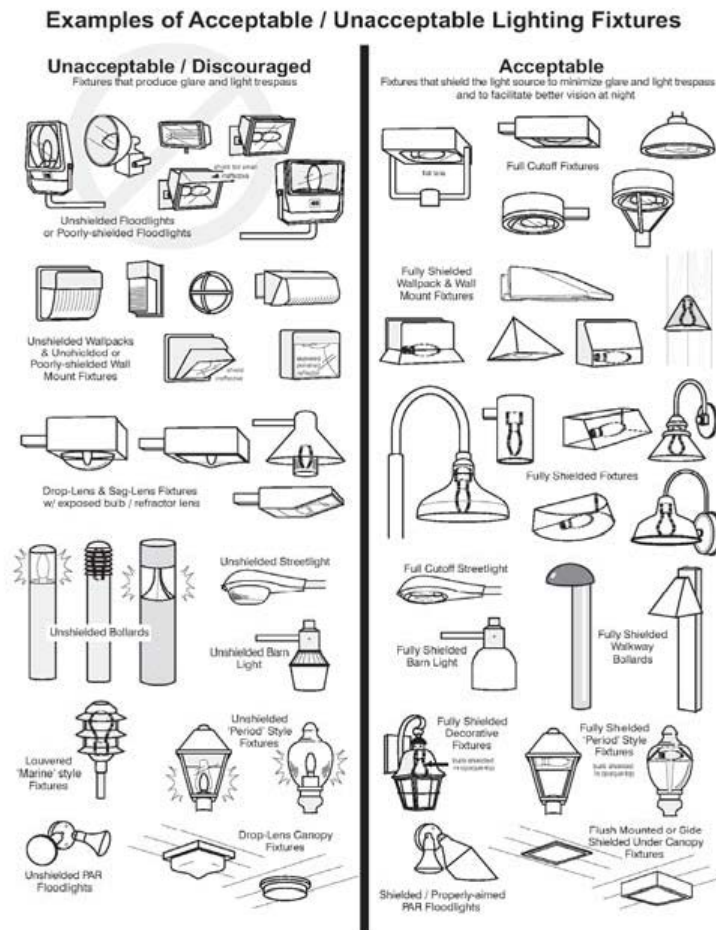
- (a) Any person that desires a street light be installed or removed on any public street must obtain the written permission of all residents residing within 500 feet of the proposed location for the street light. Such written permission must be on a petition signed by the residents living within 500 feet of the proposed location. The petition shall provide for the name(s) of the resident, the lot number, the telephone number and whether or not the resident supports installing the street light at the proposed location. Signatures are not required from owners of vacant lots within 500 feet of the proposed street light location. The petition shall be attached to a street light request form approved by the city manager.
- (b) After the signatures have been obtained, the petition shall be given to the city manager for review. The city manager shall verify that the appropriate signatures have been obtained and that all residents within 500 feet of the proposed location agree to the installation or removal of the street light. The city manager shall then determine whether or not the change is in the city's best interest and, if so, shall make a request to the city's electric provider that a street light be installed.
- (c) The city manager shall inform the city's electric provider that no street lights are to be installed or removed unless requested by the city manager. After providing ten (10) days' notice to the offending party that they are in violation of this article, the city manager may order the street light to be removed or reinstalled.

B. Shielding.

- (1) All outdoor lighting, except governmental owned streetlights, shall be shielded (see Figures C and D).

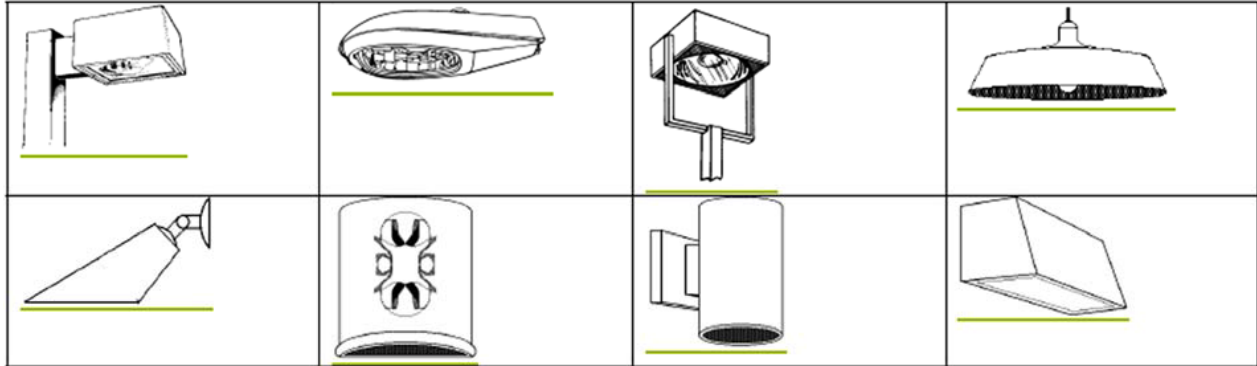


**Figure C:** Mounting height or proximity to property lines may cause the lamp. Above are two examples of shielding.

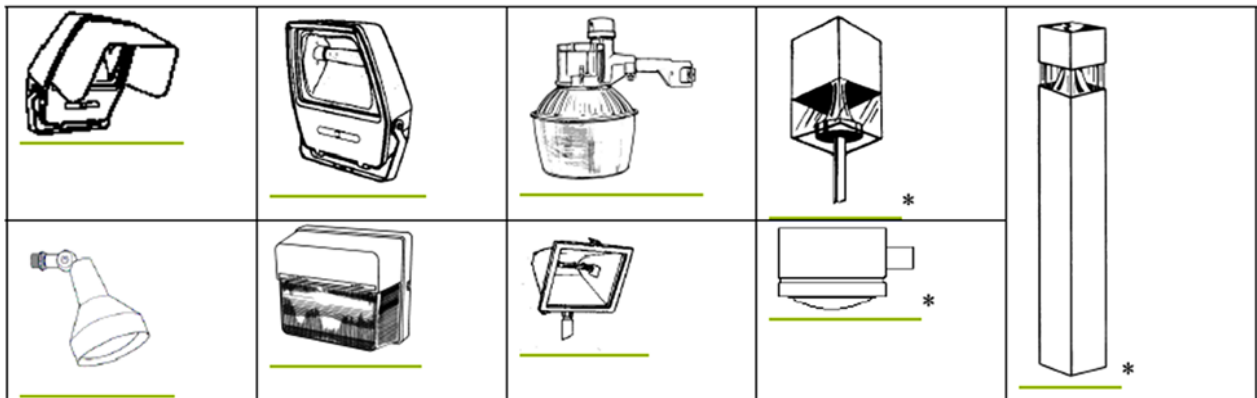


**Figure D:** The lights on the left are nonconforming due to inadequate shielding. Those on the right can be used in most cases. However, the mounting height and proximity to the property line may require additional shielding to prevent the lamp from being visible from other property.

(2) All outdoor light fixtures shall be full cutoff fixtures, except as otherwise permitted by this article (see Figure E for acceptable fixtures and F for unacceptable fixtures).



**Figure E:** Full cutoff fixtures are closed on top and mounted such that the bottom opening is horizontal. The mounting height and location may require additional shielding to prevent the lamp from being visible from any other property. A practical way to determine if a light fixture is a full cutoff fixture is that the lamp, any reflective surface or lens cover (clear or prismatic) is NOT visible when viewed from above or the side.



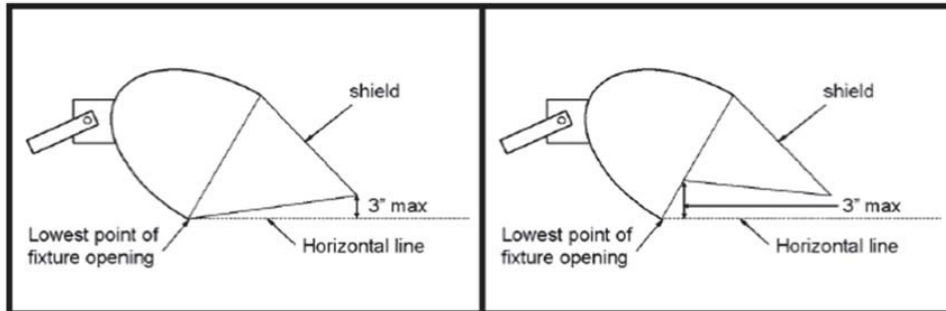
**Figure F:** This figure illustrates examples of fixtures that are NOT full cutoff fixtures. \*Note: Even though the lamps in these fixtures are shielded when viewed from the side or above, reflective surfaces within the fixtures or lens covers are directly visible from the side.

C. Output Limits.

- (1) Total outdoor light output (excluding governmental owned street lights used for illumination of public rights-of-way and outdoor recreation facilities) of any nonresidential property shall not exceed 100,000 lumens per acre in any contiguous illuminated area.
- (2) Total outdoor light output (excluding governmental owned street lights used for illumination of public rights-of-way and outdoor recreation facilities) of any residential property shall not exceed 25,000 lumens per acre in any contiguous illuminated area.

D. Outdoor Recreation Facilities. Outdoor recreation facilities are not subject to output limits. However, outdoor recreational facilities constructed after the effective date of this article are subject to the shielding requirements above. Where fully shielded fixtures are not available,

lighting fixtures using external louvers or shields that, in the final installed configuration, extend to within three inches on the lowest portion of the light fixture opening are required (see Figure G). The fixtures shall be installed and maintained with aiming angles that permit no greater than one percent of the light emitted by each fixture to project above the horizontal.



**Figure G:** Sports lighting where fully shielded fixtures are not available.

E. Prohibitions.

- (1) Outdoor uplighting is prohibited, except in cases where the fixture is shielded by a roof overhang or similar structural shield and a licensed architect or engineer has certified and stamped a prepared lighting plan that ensures that the light fixtures will not cause light to extend beyond the structural shield, except as otherwise permitted elsewhere herein.
- (2) The installation of any mercury vapor fixture or lamp for use as outdoor lighting is prohibited.
- (3) The installation or use of any form of outdoor laser light projection is prohibited.
- (4) The operation of searchlights for advertising purposes is prohibited except when associated with a special event lasting no longer than one night.
- (5) The installation of any wall pack style fixture for use as outdoor lighting is prohibited unless the fixture is rated by the manufacturer as full cut-off and otherwise complies with the shielding requirements of this article. Examples of acceptable wall packs, when mounted with light directed downward only are shown in Figure H.



**Figure H:** Examples of acceptable wall packs.

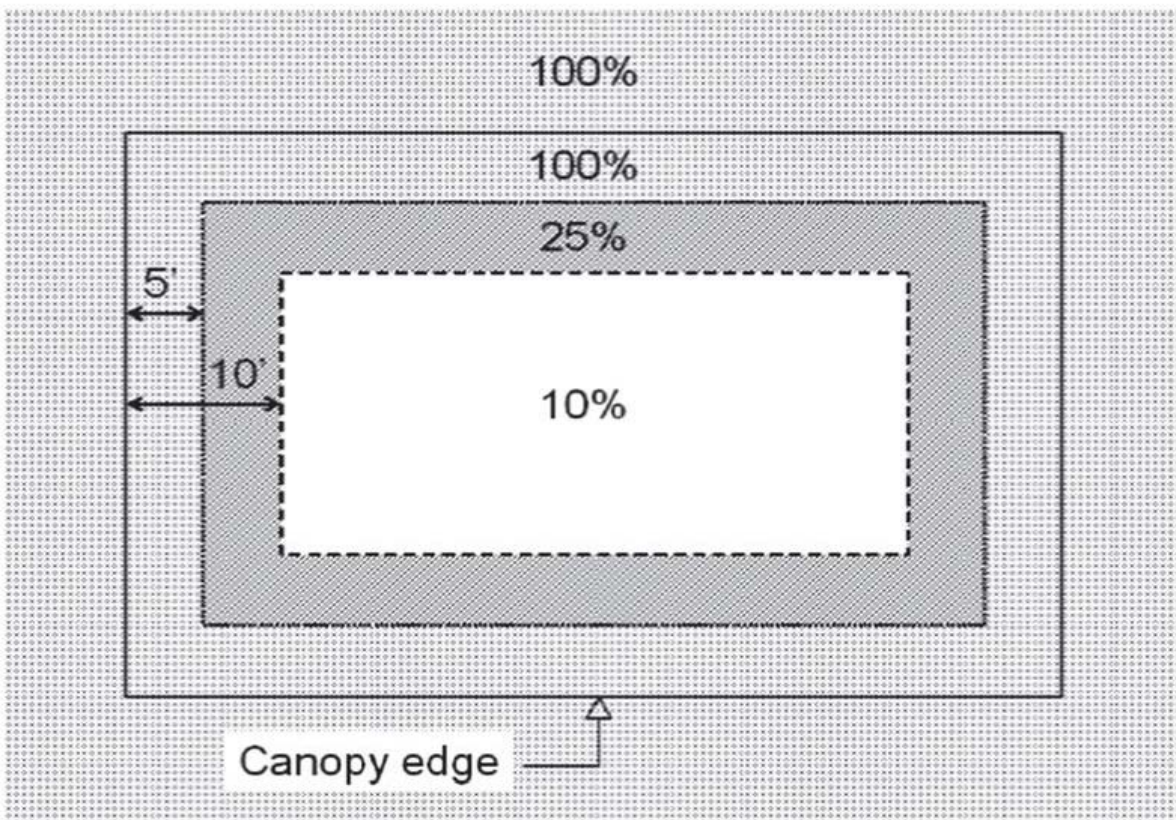
- (6) The installation of any barn-light style fixture for use as outdoor lighting is prohibited unless the fixture includes a full opaque reflector instead of the standard translucent lens and otherwise complies with the shielding requirements of this article. An example of barn-light style with and without the required opaque reflector is shown in Figure I.



**Figure I:** Examples of unacceptable and acceptable barn-style light fixture shielding.

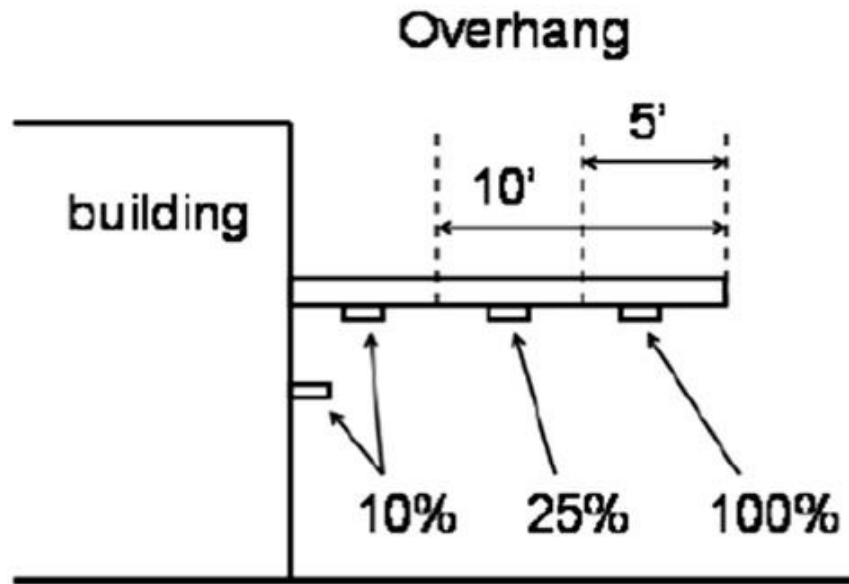
**Section 3.806 Lighting under Canopies, Building Overhangs or Roof Eaves**

All outdoor or exterior lighting fixtures located under canopies, under building overhangs, or under roof eaves shall conform to all provisions of this article, including the following (see Figures J and K):



**Figure J:** Plan view of a canopy, showing fixture location and lumen lamp output percentage counted toward total lumens.





**Figure K:** Elevation view of a canopy or overhang attached to a building, showing location of shielded fixtures and the initial lamp output percentage to be used in calculating total output lumens.

- A. Outdoor lighting fixtures located under canopies, under building overhangs, or under roof eaves where the nearest edge of the lamp or fixture is located at five or more feet, but less than ten feet from the nearest edge of a canopy, overhang or eave are to be included in the calculation of total outdoor light output as though they produced only one-quarter of the lamp's rated lumen output.
- B. Outdoor lighting fixtures located under canopies, under building overhangs, or under roof eaves where the nearest edge of the lamp or fixture is located ten or more feet from the nearest edge of a canopy, building overhang, or eave are to be included in the total outdoor light output as though they produce only one-tenth of the lamp's rated lumen output.
- C. The total light output used for illuminating under canopies or building overhangs, defined as the sum of all under canopy initial lamp lumen outputs, shall not exceed 20 lumens per square foot under the canopy area. All lighting mounted under the canopy, including but not limited to, lighting fixtures mounted on the lower surface of the canopy and auxiliary lighting within signage or illuminated panels under the canopy, is to be included in the total.

### **Section 3.807 Lighting for Outdoor Signs and Decorative Lighting**

- A. External Sign Lighting. Outdoor externally illuminated signs shall conform to all provisions of this article and the sign regulations contain in Article 4.800 of Chapter 4 of the Lago Vista Code of Ordinances. In particular, such lighting shall conform to the lamp source, shielding restrictions and be included in the output limit calculation. All upward-directed sign lighting is prohibited except as expressly stated otherwise herein.

B. Internal Sign Lighting and Neon Signs.

- (1) Outdoor internally illuminated signs (backlit), whether freestanding or building-mounted, shall be constructed with an opaque background and translucent letters and symbols or with a colored background and lighter letters and symbols (see Figure L). The internally illuminated or backlit portion of the sign cannot be white, cream, off-white, or yellow unless it is part of a registered logo. White, cream, off-white or yellow are permitted in the logo only, provided that such colors in the logo shall represent not more than one-third of the total sign area permitted.







Light Background <input type="checkbox"/>	Colored Background <input checked="" type="checkbox"/>	Opaque Background <input checked="" type="checkbox"/>
		
		

Figure L: Internally illuminated Signs

- (2) Lamps used for internal illumination shall not be included in the total outdoor light output calculation.
- (3) Neon signs shall be treated as internally illuminated signs for the purposes of these regulations and shall not be included in the total outdoor light output calculation. However, neon lighting extending beyond the “sign area” as defined in Section 4.801 below, shall be considered decorative lighting as described below.

C. Decorative (non-sign) Lighting. Other internally illuminated panels or decorations not considered signage by Article 4.800 of Chapter 4 of the Lago Vista Code of Ordinances (such as illuminated canopy margins or building panels), shall be considered decorative lighting, and shall be subject to the standards applicable to outdoor or exterior lighting, including but not limited to lamp source, shielding standards and total outdoor light output limits.

D. Destination Wayfinding Sign Lighting. Lighting for destination wayfinding signs shall be provided by ground mounted fixtures directly in front of the sign faces, with light sources shielded from public right-of-ways and limited to arterial street locations. Destination wayfinding signs on other streets shall include reflective surfaces and may not be illuminated.



### **Section 3.808 Lighting curfews**

- A. Nonresidential outdoor or exterior lighting shall not be energized more than 30 minutes after closing or the completion of activities, unless reduced to 25% or less of the total light output allowed.
  - (1) Motion sensor activation is allowed to cause the light to resume total outdoor light output but shall be reduced back to 25% or less of total outdoor light output allowed within 5 minutes after activation motion has ceased. Light output increases shall not be triggered by activity that occurs on other property.
  - (2) The required reduction in illumination may be accomplished by dimming, by turning off a certain number of light fixtures, by a combination of the two methods, or by any other action that yields the specified results.
- B. Illumination for all advertising signs, both externally and internally illuminated, shall be turned-off by the later of closing time or 10:00 p.m. Illumination for advertising signs may be energized prior to sunrise, but no more than one hour prior to opening.
- C. Street lighting, other than at the intersection of roadways, shall utilize half night photocells or timers to turn off the lights halfway between dusk and dawn.

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**EXHIBIT "B"**

**CHAPTER 4**

**BUSINESS REGULATIONS**

**ARTICLE 4.800 SIGNS AND GRAFFITI**

Sec. 4.801 Definitions

*Advertise.* Calling attention of the public to a product or business, especially to promote sales.

*Alter.* Any change to a sign other than general maintenance or altering of changeable copy. Any additions to a sign's dimensions that exceeds the original application is not permitted.

*Area of Sign.* The entire area within a single continuous perimeter composed of regular geometric shapes which enclose the extreme limits of the advertising message, announcement, declaration, demonstration, display, illustration, insignia, surface or space of a similar nature, together with any frame or other material, color, or condition which forms an integral part of the display and is used to differentiate such sign from the wall or background against which it is placed: excluding the necessary supports or uprights on which such sign is placed. Where a sign has two or more faces which are not parallel, the area of all faces shall be included in determining the area of the sign, except that only one face of a double-faced shall be considered in determining the sign area, provided both faces are parallel (back-to-back) and the distance between faces does not exceed four feet at its widest point. Further, where a sign consists only of individual letters, numbers, symbols, or other similar components and is painted on or attached flat against the wall of a building, and where such individual components are without integrated background definition and are not within a circumscribed frame area, the total area of the sign shall be the sum of the areas of the regular geometric shapes surrounding each individual sign component.

*Athletic Field Sign.* A sign that is designed, intended, or used to inform or advertise to the spectators of an athletic event. This sign is exempt from off-premises sign standards.

*Average Grade.* The mean topographical grade height in the immediate vicinity of the sign.

*Awning, Canopy and Marquee Sign.* A sign that is mounted on, painted on, or attached to an awning, canopy or marquee.

*Balloon.* Any inflated object, tethered or untethered, over four (4) square feet in area, as measured within a single continuous perimeter composed of squares or rectangles which encloses the extreme limits of the balloon. Inflatable entertainment structures shall also be considered balloons. (Ref. Sec. 4.805(11))

*Bandit Sign.* Any sign posted on a utility pole, street sign, street furniture, or sign posted in the right-of-way, of any size, including signs with wood or wire framing, post or stakes. No sign owned or placed by the city, county, state, or a public utility shall be considered a bandit sign.

*Banner Sign.* A temporary sign made of fabric or nonrigid material including pennants and holiday or seasonal streamers. (Ref. Table A, Temporary Banner)

*Billboard.* Any sign, other than a banner sign, an ID or logo sign, a hanging wall sign in a C-4 Airport Zoning District, or a site development sign that exceeds 32 square feet in display area.

*Building Committee.* The building committee of the city; the building committee may act as the municipal board on sign control for purposes of compensating owners of signs that are required to be relocated, reconstructed or removed in accordance with Section 216.004 of the Texas Local Government Code as amended from time to time.

*Commercial Real Estate Sign.* A temporary sign in a commercially-zoned district designating the premises upon which it is erected is for sale, rent, or lease or that an open house is being held.

*Community farmers market.* A community farmers market is a public and recurring assembly of farmers or their representatives, which operates multiple times per year and is organized for the purpose of facilitating personal connections that create mutual benefits for local farmers, shoppers, and communities and through which farmers are able to sell directly to consumers, food which they have produced themselves.

*Dilapidated or Deteriorated Condition.* Where structural support or frame members are visibly bent, broken, dented, or structurally unsound as determined by the building official to such an extent that a danger of injury to persons or property is created. (Ref. Sec. 4.811)

*Display Surface Area.* The surface area of a sign on which the message is displayed including any border or trim.

*Distinctive Directional Sign.* One or multiple directional signs placed on city easements along the roadside, in specific locations approved by the city, directing the public to a certain city government location, business, church, golf course, POA facility. These signs are controlled by the city in cooperation with KLVB (Keep Lago Vista Beautiful).

*Electronic Sign.* A programmable display as freestanding, hanging wall, or window sign. The message has to have a minimum display time of 1 (one) minute and cannot be intermittent or have flashing or moving lights. Ref. Table A and Article 3.800 of Chapter 3.

*Erect.* To build, construct, alter, reconstruct, pour, lay, move upon, attach, hang, place, suspend, or affix or any activity required to install a sign.

*External Sign Lighting.* A light source separated from the sign surface and illuminating the sign surface by means of a separate fixture or fixtures.

*Facade.* All of the window and wall area in the front or side plain or elevation of a building.

Fine Art. Sculpture, fountains, or similar objects that do not in any way identify or advertise an object or business.

Flashing Sign. An illuminated sign using a rotating beacon, beam, or flashing illumination in which the artificial source of light does not maintain a stationary or constant intensity and color at all times when such sign is illuminated. This does not include message board signs. (Ref. Sec. 4.805(12) and Article 3.800 of Chapter 3)

Freestanding Sign. Any sign that is not attached to or on the walls, face, or exterior of a building and that is permanently affixed to the land. A sign, except a portable sign larger than three (3) square feet and less than thirty-two (32) square feet that is permanently placed upon, or supported by, the ground independently of the principal building or structure on the property and is used for advertising purposes connected to, adjacent to or in close proximity of the business, church or other establishment that is being advertised.

Garage Sale. An organized sale commonly known as garage sale, lawn sale, attic sale, rummage sale or any similar casual sale of personal used goods or merchandise for the purpose of disposing of tangible personal property that is open or advertised to the public, conducted from or at a residence or within any area zoned residential or commercial. A garage sale does not include a sale conducted pursuant to a statute or court order, or conducted by an auctioneer who is licensed and bonded by the state.

Government, Utility and Institutional Sign. Any permanent sign that directs attention to any school, church, hospital, or similar public or quasipublic institution.

Graffiti. Any form of unauthorized printing, writing, spraying, scratching, affixing, or inscribed on the property of another regardless of nature or the material used in the commission of the act. Lago Vista treats graffiti as a crime, not a prank. (Ref. Sec. 4.805(2), Sec. 4.813)

Ground Sign. A sign which is separate from buildings and the entire bottom of which is in contact with or in close proximity to the ground.

Handbill. Any document, poster, placard, or bill that advertises or directs attention to an object, product, place, activity facility, service, event, attraction, person, institution, organization, or business or that advertises and informs in any manner. (Ref. Sec. 4.805(3))

Hanging Wall Sign. A sign attached to, painted on, or erected against the wall of a building or structure with the exposed face of the sign in a plane parallel to the face of the wall.

ID or Logo Sign. A hanging wall sign displaying text, initials, or other symbols that distinctively identifies a business. The size of the display area is that area that completely encloses the text, initials, or symbols within no more than three geometric shapes. The maximum allowable display size shall be no more than 10% of the facade to which it is hung. In no case may the display area be more than 144 sq. ft. and the display may not project above the or beyond the facade lines.

Internal Sign Lighting. Illumination provided by lamps from within the sign cabinet, with the entire assembly often referred to as a backlit sign.

Junked Vehicle. A car, truck, trailer, boat or any other means of transporting people or goods that does not have a valid and current state license or a valid or current state inspection sticker or has not been moved from a location for more than thirty (30) days. Vehicles which are purely for sale by a dealer located on the same premises as the vehicle are not considered junked vehicles. (Ref. Sec. 4.805(13))

Logo Sign. Any design or insignia of an organization, individual, company, or product that is commonly used in advertising to identify that organization, individual, company or product. (Ref. Table A)

Menu Board. A freestanding or building-mounted menu used for the purpose of ordering items to be purchased on the premises. (Ref. Table A)

Nonconforming Sign. Any sign which does not conform to all provisions of this article, including the issuance of a permit, but which existed on July 26, 2001 and was lawfully constructed or installed when erected.

Office Complex. Two or more office or office establishments, sharing customer parking area(s), regardless of whether the office or office establishments occupy separate structures or are under separate ownership, or are on separate tracts or lots of land.

Official Sign. Any sign or signs of a duly constituted governmental body, including traffic or similar regulatory devices, legal notices, and other instructional, informative or regulatory signs having to do with health, hazards, parking, traffic, swimming, dumping, or for public information, etc.

Off-Premises Sign. A sign advertising or drawing attention to an object, product, place, activity, facility, service, event, attraction, person, institution, organization, or business that is not located on the same legally platted lot or tract where the occupant, object, product, place, activity, facility, service, event, attraction, person, institution, organization, or business is located. (Ref. Sec. 4.805(13) and Sec. 4.807)

On-Premises Sign. A sign that advertises an object, product, place, activity, facility, service, event, attraction, person, institution, organization, or business that is located on the same legally platted lot where the owner, occupant, object, product, place, activity, facility, service, event, attraction, person, institution, organization, or business is located. (Ref. Sec. 4.807)

Open House Sign. A sign advertising a single-family residence that is for sale and is open to the public for viewing.

Owner. A person recorded as the owner on official records. The owner of the premises on which a sign is located is presumed to be the owner of the sign unless facts to the contrary are established.

Political Sign. A temporary sign that is designed to influence the action of the voters for a measure or candidate appearing on a ballot in connection with any national, state or local election. (Ref. Sec. 4.805(14))

Portable Sign. Any sign supported by the ground or structure, but not attached to the ground or other object and is usually designed to be transportable. Signs mounted on a trailer, wheeled carrier, with skids or wheels, on motorized and nonmotorized vehicle, or other portable structure. Portable sign does not include banners or sandwich signs. (Ref. Sec. 4.805(11))

Premises. A lot or tract within the city or its extraterritorial jurisdiction. - Those signs that can be easily moved or carried about and reused numerous times at different locations. A temporary sign which is designed to permit removal and reuse, and which includes but is not limited to signs converted to A or T-frames and signs mounted on a trailer, wheeled carrier, motorized and nonmotorized vehicle, or other portable structure. The term “portable sign” shall specifically include an outdoor advertising display, such as a banner, located in or on a vehicle.

Projecting Wall Sign. Any sign, other than a hanging wall sign, that projects from and is supported by the wall of a building with the exposed face of the sign in a plane perpendicular to the face of the wall.

Public Information Sign. Any sign that exceeds six (6) square feet in display surface area that is intended to identify community, civic, and social events, and is not a commercial sign, official sign (including an official public information sign erected by or sponsored by the City of Lago Vista), political sign or real estate sign.

Residential Nameplate Sign. A sign identifying the inhabitant residing in a house, apartment, condominium, townhouse or other residential living unit. May also identify, but not advertise, a permitted home based business.

Residential Real Estate Sign. A temporary sign in a residentially-zoned district designating the premises upon which it is erected is for sale, rent, or lease or that an open house is being held.

Residential Subdivision Development Sign. A temporary freestanding sign at strategic location on the premises of the development advertising the project.

Residential Subdivision Sign. A freestanding sign at the entrance to a residential subdivision indicating the name of the subdivision.

Roof Sign. A sign erected upon or above a roof or parapet of a building or structure. (Ref. Sec. 4.805(11))

Sandwich Board Sign. An A-frame sign that is designed and constructed in such a manner that it can be moved or relocated without involving any structural or support changes.

Sign. Includes every advertising message, announcement, declaration, demonstration, merchandise display, illustration, insignia, surface or space erected, indirectly illuminated or forced air or maintained in view of the observer thereof for identification, advertisement or promotion of the interests of any person, entity, product or service, and shall include the sign structure, supports, lighting system, indirect illumination and any attachments, ornaments or other features used to draw the attention of observers. “Sign” does not include any flag, badge or ensign of any

government or governmental agency erected for and used to identify said government or governmental agency.

Site Development Sign. A single, temporary sign that is to be erected on a single structure, parallel to, and no closer than 10 feet from the edge of the roadway on any new building construction site so designated in Table A. The sign is to be erected at the start of site work and the display area may be up to sixty-four (64) square feet and must display the name and/or type of facility being constructed, the names and telephone numbers of the owner / developer and construction manager. The names of the construction financing institution, design professionals, and leasing agent may also be displayed as well. The sign must be removed no more than [thirty] (30) days after construction is completed but may be replaced with other sign(s) conforming to the terms of this article. (Ref. Sec. 4.803)

Snipe Sign. A sign which is tacked, nailed, posted, pasted, glued or otherwise attached to trees, stakes, utility poles, fences, or other like objects, the advertising matter of which is not applicable to the present use of the premises on which the sign is located. (Ref. Sec. 4.805(11))

Temporary community event signs. A temporary sign placed on a removable stake or wire for special community events such as those associated with civic, institutional, philanthropic and educational purposes. This meaning shall also include community farmers market.

Thru Lot. A lot which borders two separate streets, one on the front and one on the rear. A corner lot is not a thru lot.

Wall Sign. A sign which is attached or affixed to the wall of a building or is an integral part of the wall of a building. A wall sign shall not extend above the wall / parapet to which the sign is attached. For the purpose of this section, awnings, canopy fascias, mansards extending along a building side shall be considered a part of the wall. The roof and roof area are not included in the wall area. Mansard and fake mansard roofs are to be considered part of the wall area.

Wayfinding Sign. An off-premises sign designed with multiple panels that may be replaced or changed to advertise multiple locations that direct with an arrow, for instance, persons to places or locations.

Window Sign. A sign on or in the window of a building that advertises the owner, occupant, object, product, place, activity, facility, service, event, attraction, person, institution, organization, or business at that location. (Ref. Table A)

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#### Sec. 4.805 Prohibitions

The following actions are prohibited in the city or its extraterritorial jurisdiction:

- (1) Post, paint, or otherwise exhibit any notice or sign on any property not owned or controlled by that person, without the permission of the person owning or controlling the property;



- (2) Paint, mark, write on, spray, post or otherwise affix any sign to or upon any sidewalk, crosswalk, curb, curbstone, street, tree, shrub, tree stake or guard, electric light or telephone pole, lamp post, hydrant, public facility, drinking fountain, emergency equipment, streets sign, traffic-control sign, wall or other structures in such a way as to constitute graffiti;
- (3) Place or cause to be placed anywhere in the city any handbill or advertising material on any vehicle, or in any location, in a manner that the material may reasonably be expected to be blown about by the wind. It shall be presumed that the name of the person, business or organization that appears on the handbill has knowledge of the location and manner that the item was placed and that if a large number of the handbills are found scattered about that the wind was the cause of the scattering;
- (4) Erect, maintain, paint or spray any sign, or other message or advertising upon a tree, rock, or other natural feature;
- (5) Remove, alter, change or obscure any official tag, permit sticker or identification without approval of the city;
- (6) Erect any sign in the rights-of-way or which would otherwise pose a risk to public safety or health;
- (7) Erect any sign where by reason of its position, size, shape or color, it may obstruct, impair, obscure, interfere with the view of, or be confused with, any traffic-control sign, signal or device, or where it may interfere with, mislead or confuse traffic. Unobstructed views must be maintained in an area between the heights of three (3) feet and seven (7) feet above the height of the adjacent roadway in a triangle formed by the intersection's corner and points on the curb twenty-five (25) feet from the intersection's corner;
- (8) For any organization or business to erect a banner sign for more than 60 cumulative days within any calendar year or erect banner signs which advertise essentially the same information for more than 30 cumulative days within any calendar year;
- (9) Erect a billboard;
- (10) Erect, place, maintain, alter, or relocate a sign within the city or its extraterritorial jurisdiction in violation of the provisions of this article;
- (11) Erect a portable sign, roof sign, snipe sign, balloons/forced air or any off-premises sign, except as provided in Section 4.807;
- (12) Erect any sign that has moving parts or flashing, moving or intermittent lights (see also Article 3.800 of Chapter 3);
- (13) Attach or place a sign on a junked vehicle on public or private premises for the sole purpose of advertising a business or service. "For Sale" signs may be placed or attached to a junked vehicle provided there is no more than one "For Sale" sign and the sign does not exceed five (5) square feet in display surface area;

- (14) Erect a political sign more than 30 days ahead of the election date, and failing to remove the sign within 72 hours after the polls close on election day;
- (15) Erect a sign or notices on the northwest corner of the intersection of Lohman Ford Road and FM 1431 within thirty feet (30') of the structure supporting the city's entrance sign;
- (16) Attach or place a sign on storage buildings for commercial advertisement;
- (17) Erect a sign or notices on city property, right-of-way, city or utility easement without approval of the city council;
- (18) Fail to remove a real estate sign within thirty (30) days after the sale or lease of the property;
- (19) Fail to remove an illegal nonconforming sign as described in Section 4.806(b);
- (20) All signs not covered by this article.

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#### Sec. 4.807 On-Premises and Off-Premises Signs

All signs shall be on-premises signs except as follows:

- (1) Residential real estate signs as provided for in table A of this article;
- (2) Official signs;
- (3) Commercial establishments may advertise on a commercial freestanding sign structure which is located off-premises and is in existence as of the date of passage of this article; however, should the sign structure become damaged by more than sixty percent (60%) of the cost of erecting a new sign of the same type at the same location, then the advertisement must be removed. No commercial establishment may have more than two off-premises advertisements on sign structures in existence as of the date of passage of this article;
- (4) Golf courses may have off-premises signs, other than billboards, providing directions to a golf course provided such signs are approved by the city manager or his/her designee;
- (5) Athletic field signs with advertising on the field side of the athletic field;
- (6) Wayfinding signs in accordance with this subsection:
  - (A) Given a recommendation from the building committee, the city council may approve and permit the location and design of a wayfinding sign and / or a wayfinding sign program for more than one wayfinding sign, whether permanent or temporary. There are two types of wayfinding signs authorized:

- (i) The destination wayfinding sign program that is provided primarily for businesses or churches; and
  - (ii) The community wayfinding sign program provided to give directions to municipal, property owner association and school buildings, parks, sports fields, and points of general interest.
- (B) The following design guidelines shall be followed for the destination wayfinding sign program:
- (i) The sign may not be attached to any other structure.
  - (ii) The maximum height above natural ground:
    - a. Major arterial as shown on thoroughfare plan: 8 feet.
    - b. Minor arterial: 5 feet.
    - c. Collector street as shown on the thoroughfare plan: 4 feet.
    - d. Local street as shown on the thoroughfare plan: 4 feet.
  - (iii) Maximum number of panels:
    - a. Major arterial as shown on thoroughfare plan: 8.
    - b. Minor arterial: 5.
    - c. Collector street as shown on the thoroughfare plan: 4
    - d. Local street as shown on the thoroughfare plan: 1.
  - (iv) Minimum number of panels:
    - a. Arterials: 6.
    - b. Other streets: No minimum.
  - (v) Maximum area:
    - a. Arterial street: 64 square feet.
    - b. Collector street: 15 square feet.
    - c. Local street: Three square feet.
  - (vi) No destination may have more than one panel on each sign.

- (vii) Each panel on the sign shall contain only the name and logo of the place being advertised and a directional indicator, such as an arrow.
  - (viii) The frame, the background color of all panels, and the directional indicator, such as an arrow, shall be the same on all wayfinding signs.
  - (ix) Lighting shall comply with Article 3.800 of Chapter 3.
  - (x) The sign shall have only one face, be on the right side of a road, and must be visible from drivers in the right lane(s) of a road.
  - (xi) A sign with more than three panels shall include on the top of the sign the sailboat logo and name of the city. This embellishment shall be the same on all wayfinding signs having more than three panels.
  - (xii) The sign may not be located on land not in right-of-way zoned or used for one- or two-family purposes, but may be located in right-of-way.
  - (xiii) The sign may not create a view obstruction.
  - (xiv) Location and spacing.
    - a. A wayfinding sign must be placed to be effective for and relatively near a road intersection.
    - b. No wayfinding sign shall be closer than 1,000 feet to another wayfinding sign, except those constructed before June 1, 2013, on the same side of a street.
    - c. Wayfinding signs should be directed to destinations.
- (C) The following design guidelines shall be followed for the community wayfinding sign program:
- (i) The community wayfinding signs are the traditional signs that exist at the time of passage of this section amendment. They consist of wood panels stained brown with letters and directional arrows painted in white. The one, two, or three panel signs are supported with wood posts. The signs containing more than three panels are supported by limestone pillars. The wood panels and wood supports may be replaced with synthetic wood products of the same color.
  - (ii) The design guidelines for community wayfinding signs are similar to the destination wayfinding signs as to size, height, location, lighting, number of panels, etc.; but do not require the city embellishment (sailboat logo and name). Specific guidelines for the “community” signs should be subsequently developed to replace this subsection.

- (D) Exceptions to design guidelines may be recommended by the building committee and approved by the city council in the public interest for extraordinary design, and/or to overcome physical constraints such as topography or vegetation.
  - (E) The building committee may recommend and the city council may add conditions or additional requirements to a sign or sign program.
- (7) Political signs;
- (8) Where a freestanding ground sign would be allowed in nonresidential zoning, instead of on-premises advertising on all or part of a sign, one sign on the lot or parcel may have off-premises advertising. This off-premises sign is not allowed in addition to the number of signs allowed for a freestanding single business or multitenant freestanding ground sign. The ground sign shall meet the standards in table A and table B for freestanding single business or multitenant freestanding signs. The sign is not permitted unless there is an occupied business on the same property with the sign.

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**TABLE B**

<b>Design Requirement</b>				
	<b>Lighting</b>	<b>Materials</b>	<b>Support Structure</b>	<b>Landscaping</b>
Freestanding, single business	Internal or external	Synthetic, wood or stone	Wood or stone	Required <sup>2</sup>
Freestanding, multitenant	Internal or external	Synthetic, wood or stone	Wood or stone	Required <sup>2</sup>
Projecting wall	Internal or external	Synthetic, metal or wood	Metal mounting hardware	Not required
Hanging wall	Internal or external	Synthetic, metal or wood	Metal mounting hardware	Not required
Residential subdivision	External only	Wood or stone	Wood or stone	Required <sup>2</sup>
Political	External only	Synthetic, wood or paper	Wood or metal	Not required
Commercial real estate	External only	Synthetic, wood or paper	Wood or metal	Not required
Government, utility, institutional	Internal or external	Synthetic, wood or stone	Wood or stone	Required <sup>2</sup>
Sandwich board	External only	Synthetic or wood	Wood	Not required
Menu board	Internal or external	Synthetic or wood	Wood or stone	Not required
Temporary banner	External only	Synthetic	Metal mounting hardware	Not required
Residential real estate	External only	Synthetic, metal or wood	Wood or metal	Not required
Window	External only	Paint	Glass or plexiglass	Not required
Awning, canopy and marquee sign	External only	Synthetic	Metal mounting hardware	Not required
Public information	Internal or external	Wood or stone	Wood, stone or metal	Required <sup>2</sup>
Residential nameplate	External only	Wood, stone or metal	Metal mounting hardware	Not required

<sup>2</sup>Required xeriscaping with native Central Texas plantings.

EXHIBIT "C"

**CHAPTER 10**

**SUBDIVISION REGULATIONS**

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4.12. Streets and Sidewalks.

- (A) General. Streets, including pavement and shoulders, shall be constructed in accordance with the City of Austin Standard Specifications, unless otherwise specified in this chapter. Where City of Austin standards conflict with this chapter of the City of Lago Vista standard specifications or other Lago Vista ordinances, this Chapter and Lago Vista standard specifications shall apply.
- (B) Street layout. The subdivider shall provide adequate streets. Proposed streets shall be considered in their relation to existing and planned streets, to topographical conditions, to public safety and convenience, and in their appropriate relationship to the proposed uses of land to be served by such streets.
1. In particular, subdivision layout should provide for a minimum practical number of intersections with major arterials and those intersections should be with collector streets at intervals of not less than eight hundred (800) feet.
  2. Trees. Streets should avoid clearing trees ten (10) inches in diameter or larger measured forty (40) inches above the ground, except ash-juniper (cedar trees), where practical. All such trees to be removed or to remain in the ROW shall be shown on construction plans for streets. Retaining large trees in the street ROW is permitted and encouraged where practical for traffic calming purposes. The Commission may grant a Subdivision Variance to any street standards to retain large trees, given a report from the City Engineer that such is safe.
  3. Relation to adjoining street system. Existing streets in adjoining areas shall be continued, and shall be at least as wide as such existing streets and in alignment therewith. Practical down-sizing of streets may be permitted where obvious transition is from high to low traffic frequency.
  4. Projection of streets.
    - a. Where adjoining areas are not subdivided the arrangement of streets in the subdivision shall make provision for the proper projection of the streets into such unsubdivided areas, unless otherwise provided by the City comprehensive plan.



- b. Subdivision plat design shall provide for the location of a reasonable number of street openings to adjoining properties. Such an opening shall occur at least every one thousand (1,000) feet or in alignment with existing or proposed subdivision streets along each boundary of the subdivision. An exception may be granted to this requirement if a natural or manmade barrier, such as a thoroughfare, prevents its implementation.
        - c. The developer shall convey or dedicate land to the appropriate public entity for the future projection of collector and larger streets into adjoining, unsubdivided areas. For the future projection of local streets, the developer shall either dedicate land or convey to the City by general warranty deed, a fee simple on condition subsequent estate in one (1) or more lots. If the City, by Resolution of the Council, ever determines that the property will not be needed for street extension, the grantor (or successor) shall have the right to reenter and assume ownership of the property.
5. Street jogs. Street jogs with centerline offsets of less than one hundred fifty (150) feet shall be prohibited.
6. Street intersections.
  - a. Street intersections shall be at right angles whenever practicable, giving due regard to terrain and topography.
  - b. More than two (2) streets intersecting at one point shall not be permitted.
  - c. Major thoroughfare intersections shall have property line corner chords with a minimum tangent distance of thirty (30) feet.
  - d. Curb radii at intersections, including alley openings, shall be a minimum of twenty-five (25) feet, measured from face of curb or edge of pavement or shoulder, except in commercial or industrial developments where the radii shall be a minimum of thirty (30) feet.
7. Dead-end streets. Dead-end streets shall be prohibited except as short stubs to permit future expansion. Temporary turnaround easements of one hundred (100) feet in diameter right-of-way and eighty (80) foot diameter pavement may be used at the ends of roads which will be extended in future sections of the same subdivision, provided that such easements remain in effect until the road is extended and paved. The City Engineer may approve paving specifications less than standard in temporary turnaround easements.
8. Cul-de-sacs. In general, cul-de-sacs shall not exceed six hundred (600) feet in length, and shall have a turnaround right-of-way (ROW) of not less than one hundred (100) feet in diameter and pavement (including “ribbon” or curb and gutter) of at least eighty (80) feet in diameter.
  - a. “Hammerhead” and “Y” turnarounds in accordance with the International Fire Code are also permitted.

- b. Where cul-de-sacs serve predominantly multifamily or development with a density greater than twelve (12) units per acre, commercial and/or industrial development, pavement diameter shall be at least one hundred and twenty (120) feet and shall be at least one hundred and forty (140) feet of ROW.
9. Curbs. All streets shall have a cement curb and gutter section or “ribbon” curb section in accordance with city standard specifications. Street width in the following paragraph includes the gutter portion of a curb and gutter section (pavement width is face of curb to face of curb) but do not include the “ribbon” curb portion. The ribbon curb section and gutter portion shall be at least twelve (12) inches wide. The City may require that existing streets within a subdivision being platted be retrofit with cement curbs.
10. Minimum pavement widths, minimum rights-of-way (ROW), minimum curve radius to centerline, minimum tangent between reverse curves, maximum sustained grades (and see subsection 19), and the average daily traffic that dictates the width of street shall be according to the comprehensive plan and as follows. Parking in the ROW is prohibited.
- a. Major arterial streets.
    - (i) ROW: 90 to 120 feet depending on median in ROW and how ROW drainage is designed.
    - (ii) Pavement width: 60 feet without a median with five 12 foot lanes (including a center turn lane) or 62 feet with four 12 foot lanes and a 14 foot median. Additional lanes may be required based on an approved traffic impact analysis (TIA).
    - (iii) Curve radius: 1,000 feet.
    - (iv) Reverse curve tangent: 250 feet.
    - (v) Sustained grade: Eight percent.
    - (vi) Maximum average daily traffic: Greater than 20,000.
  - b. Minor arterial streets.
    - (i) ROW: 70 to 80 feet depending on how in ROW drainage is designed.
    - (ii) Pavement width: 48 feet. Four 12 foot lanes.
    - (iii) Curve radius: 600 feet.
    - (iv) Reverse curve tangent: 200 feet.
    - (v) Sustained grade: Eight percent.
    - (vi) Maximum average daily traffic: 10,000 to 20,000.

c. Collector streets.

- (i) ROW: 60 to 70 feet depending on how ROW drainage is designed.
- (ii) Pavement width: 24 to 36 feet depending on estimated ADT. Two 12 foot lanes to two 12 foot lanes with continuous or partial center turn lane.
- (iii) Curve radius: 375 feet.
- (iv) Reverse curve tangent: 200 feet.
- (v) Sustained grade: 12 percent.
- (vi) Maximum average daily traffic: 10,000.

d. Local or residential streets.

- (i) ROW: 50 feet.
- (ii) Pavement width: 24 feet. Two 12 foot lanes. If raised curb and gutter is used, and in order to comply with the International Fire Code, the width of pavement shall be 26 feet from face of curb to face of curb.
- (iii) Curve radius: 275 feet.
- (iv) Reverse curve tangent: 50 feet.
- (v) Sustained grade: 10 percent.
- (vi) Maximum average daily traffic: 5,000.

e. TxDOT Roads or Highways: According to TxDOT.

f. Additional ROW and lane construction may be required at the intersections of arterials, collectors and TxDOT highways to accommodate turning movements.

g. Additional easements adjacent to the street ROW may be required for slopes, drainage, and/or utilities.

11. Pavement widths and rights-of-way of streets forming part of the subdivision (adjacent or going through) shall be as follows:

- a. When the proposed subdivision is bounded by an existing or planned street, right-of-way dedication of 1/2 of the ROW, not to exceed seventy-five (75) feet, on the subdivision side of the street shall be required. If the street is not built, the developer shall construct at least two lanes or provide the City the cash for the cost of the construction of two lanes as approved by the City Engineer.

- b. If a planned road through the subdivision is wider than two lanes and the subdivision's traffic does not warrant construction based on the subdivision's projected average daily traffic (ADT), as approved by the city engineer, the subdivider shall dedicate all the ROW, but shall be required to pave at least two lanes or more dictated by the subdivision's ADT.
  - c. Where the proposed subdivision abuts upon an existing street or half-street that does not conform to standards in this section, the subdivider shall dedicate right-of-way sufficient to make the full right-of-way width conform to pavement standards above, and there shall be paved so much of such right-of-way as to make the full pavement width comply with these standards. Before any pavement is laid to widen existing pavement, the existing pavement shall be cut back two (2) feet to assure an adequate subbase and pavement joint.
  - d. If it is determined that ROW dedication and / or pavement is not roughly proportionate to the subdivision's projected traffic, the City Engineer may not require the entire ROW or pavement to be given or constructed in order to have dedication and construction be roughly proportionate and may require additional building setback to accommodate future roads or highways be shown on the plat.
12. Pavement standards. The City Engineer may require that the subdivider or developer submit pavement designs by a qualified soils testing and pavement design Registered Professional Engineer.
13. Street Names. Names of new streets within the subdivision shall not have the same spelling as the name of any other street within the corporate limits of the city or its ETJ, unless the new streets are a continuation of or in alignment with existing streets, in which case names of existing streets shall be used. The developer or subdivider proposing new streets shall provide with the final plat application a document from the agency responsible for "911" street naming that the new street names in the subdivision are approved.
14. Streetlights. Streetlights are required at the corner of any intersection with streets, intersection of a street and alley, intersection of alleys, at any designated crosswalks outside of an intersection, or the designated crossing of any trail or golf path. There will be adequate lighting to provide for safety to the satisfaction of the City Engineer. They shall be installed in accordance with City specifications and the following at the time of street construction.
- a. Luminaires. Streetlights shall comply with Article 3.800 of Chapter 3.
  - b. Maintenance. Streetlights shall not be owned or maintained by the City. If the streetlights are to be maintained by and electrical bills paid by a property owner's association, mandatory fees shall be collected and made part of the property owner's association documents / covenants presented to the city with the construction plans. If the streetlights are to be owned by an electric utility, the utility's approval of the street lighting plan and electrical bill payment system shall be presented with the

construction plans. An estimate approved by the electrical utility provider detailing the cost of energy for streetlights shall be included.

c. Height: Maximum height of a streetlight is eighteen (18) feet, except on arterial streets where the maximum height may be thirty (30) feet.

d. Location.

(i) Generally, streetlights may be located at street intersections and in the “bubble” of a cul-de-sac if the cul-de-sac is at least four hundred (400) feet long.

(ii) All streetlights shall be in right-of-ways or easements shown on the construction plans and plats.

(iii) Streetlights shall be no closer than 400 feet from another streetlight.

e. Wiring to all streetlights shall be underground.

15. Street Signs. Reflective street signs shall be installed at all intersections within or abutting the subdivision at the time of street construction. Such signs shall meet Travis County Standards of Construction of Streets and Drainage in Subdivisions for type and installation.

16. Alleys.

a. Width and Paving. The subdivider may install alleys of not less than twenty (20) feet in ROW and pavement. Where alleys intersect easements the alley and utility easement shall be at ten (10) feet wider as determined by the City Engineer for a distance determined by the City Engineer.

b. Dead-end Alleys. Dead-end alleys shall not be permitted in the City or ETJ.

17. Sidewalks.

a. Residential. Sidewalks are required in subdivisions on both sides of any street and all sides of a cul-de-sac; they shall be not less than four (4) feet in width. The sidewalk shall be located in the ROW with the outer edge of the sidewalk at the ROW line. All sidewalks shall conform to the Americans with Disabilities Act (ADA) and City construction standards.

b. Commercial and industrial areas. Sidewalks shall conform to the City construction standards and meet all requirements of the Americans with Disabilities Act and be at least five (5) feet wide. Such sidewalks shall be installed and constructed on both sides of the street.

c. Residential and Commercial Mixed Use, Vertical. Sidewalks are required in subdivisions on both sides of any street. Sidewalks shall conform to the City construction standards and meet all requirements of the Americans with Disabilities Act and be at least six (6) feet wide.

- d. Parkways. Parkways shall be excavated, or filled, as required to result in a three to one (3:1) grade. In residential, commercial, and industrial areas this shall be a minimum of six (6) feet in width from backside of curb to closest edge of sidewalk. In Residential & Commercial Mixed Use, Vertical these parkways are prohibited in the ROW.
18. Crosswalks. Crosswalks ten (10) feet in width shall be dedicated as right-of-way and constructed where deemed necessary by the City to provide circulation or access to schools, playgrounds, parks, shopping centers, transportation and other community facilities. Crosswalks shall be provided, when required by a development, with a concrete sidewalk six (6) feet wide constructed to city specifications and ramped at street intersections.
19. Street Grades.
  - a. Streets other than local streets shall have a maximum grade of eight (8) percent unless the City Engineer shall concur that the natural topography requires steeper grades, in which case a twelve (12) percent grade may be used, if the site distance is adequate and there are no intersections at the top or bottom of the grade within the calculated stopping distance based upon the speed limit plus ten (10) miles per hours.
  - b. All streets must have a minimum grade of at least five-tenths (0.5) of one percent.
  - c. Centerline grade changes with an algebraic difference of more than two (2) percent shall be connected with vertical curves of sufficient length to provide sight distance on major streets as required for forty-five (45) mile per hour traffic; and sight distance on minor streets and local residential streets as required for thirty (30) mile per hour traffic.
  - d. Whenever a cross slope is necessary or desirable from one curb to the opposite curb, such cross slopes shall not exceed twelve (12) inches in thirty (30) feet. Streets designed with super elevated curves shall conform to the standard highway design for such curves.
  - e. If an exception is approved, slopes greater than twelve (12) percent may require concrete paving and be subject to approval by the city engineer.
20. Fire / Emergency Access. Where there are thirty (30) or more residential lots or 30 residential units proposed in a subdivision or development, there shall be at least two entrances and exits and fire access at least twenty-four (24) feet wide into and out of the subdivision or development.
21. Access Management. On arterial streets, driveway and street intersection separation shall be at least two hundred and fifty (250) feet or as called for in an approved traffic impact analysis (TIA). Street intersections on a collector street shall be at least one hundred (100) feet apart.

22. Traffic-Control Devices. Traffic-control devices and signs warranted by the most recently approved edition of the Texas Chapter of the Manual for Uniform Traffic-Control Devices shall be required to be installed by the developer or subdivider at the time of street construction, as determined by the City Engineer. Such control devices shall be shown on construction plans.
23. Private streets.
- a. Private streets shall meet the standards and specifications of public streets.
  - b. Private streets and other private common areas shall be shown on the plat as a separate lot. The final plat shall have an annotation showing areas that are private street(s) or other type of common area. Said lot or lots shall be conveyed to a property owner or homeowner's association for ownership and maintenance. Covenants or restrictions concerning proper and timely maintenance and mandatory collection of maintenance fees from property owners shall be submitted with the plat and are subject to approval by the City Engineer and the City Attorney. The approved covenants or restrictions shall be recorded with the plat and copies of the recorded documents shall be provided the city with the recorded copies of the plat. A plan including estimated maintenance costs for their maintenance shall be submitted with construction plans for the subdivision.
  - c. Private streets shown as easements on separate lots are prohibited.
  - d. Gated streets.
    - (i) Public streets shall not be gated. If private streets are gated there shall be an adequate and safe turnaround, such as a cul-de-sac "bubble," provided on the public side of the gate as approved by the City Engineer. Public streets that are required to be extended into and through the subdivision shall not be gated.
    - (ii) A letter from the servicing fire department or emergency service district shall be provided with the plat application which approves a plan, which will be made part of the approved construction plans, for emergency vehicle access.
  - e. Public and emergency vehicle access easements shall be required on the private street ROW.
  - f. If the association fails to maintain reliable access on a private street into or through the subdivision or development, and after notice to the association, the City at the direction of the City Engineer, may enter the private street and remove any gate or barrier and repair or improve a private street in order to provide adequate access. The cost of such repair shall be billed to the association by the City within thirty (30) calendar days of completion of the City's improvement. If the bill is not paid within sixty (60) calendar days of mailing the bill or by other agreement between the City and the association, all the property in the subdivision shall have a lien placed against it by the City Attorney to cover the costs. The covenants and restrictions of a subdivision with private streets shall include this notice.



24. Traffic Impact Analysis (TIA). A TIA shall be required of any development or subdivision which would generate two hundred (200) or more average daily vehicle trips (ADT). The TIA shall be submitted with construction plans, and shall be approved as part of the construction plans. The TIA shall be approved by the City Engineer. All improvements dictated by the approved TIA shall be completed by the developer or subdivider with the construction of streets in the development or subdivision. It will be shown on the construction plans and with the As-Builts.

**EXHIBIT "D"**

**CHAPTER 10.5**

**SITE DEVELOPMENT**

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Sec. 10.5.105 Standards and Specifications

- (a) Cuts and Fills Less Than Four (4) Feet. Cuts and fills of less than four (4) feet may be subject to the approval of the city manager or his / her designee. No fill material of less than four (4) feet in depth shall be placed or be in such an amount so as to restrict the city from being able to access utility lines within an easement. Any cut more than three (3) feet in depth shall install a fence or screening device in accordance with the zoning ordinance.
- (b) Cuts and Fills of Four (4) Feet or More. No fill on any building site shall exceed a maximum of eight (8) feet of depth, except for landscaping purposes. No cut of any building site shall be greater than eight (8) feet, except for structural excavation. Cuts and fills of four (4) feet or more shall require a soils report, prepared by a geo-technical engineer, with recommended embankment slopes and/or slope stabilization such as retaining walls. The geo-technical report shall also address that the adjacent property will not be impacted negatively by a cut or fill. The civil engineer shall address the drainage to and from the site and any permanent erosion controls required for the slope stability. Any cut more than three (3) feet in depth shall install a fence or screening device in accordance with the zoning ordinance. No fill material of less than four (4) feet in depth shall be placed or be in such an amount so as to restrict the city from being able to access utility lines within an easement.
- (c) Streets, Driveways, Roadways, Parking Areas, Alleys and Sidewalks. Streets, roadways, alleys, and sidewalks shall conform to standards contained in the city's standards of construction of streets and drainage in subdivisions as shown in Exhibit "B" on file in the office of the city secretary.\*
  - (1) Vehicular Access.
    - (A) Vehicular access to property from the public right-of-way shall be controlled in such a manner as to protect the traffic-carrying capacity and safety of the street upon which the property abuts and access is taken, ensuring that the public use and purpose of public rights-of-way is unimpaired as well as protect the value of the public infrastructure and adjacent property.

- (B) The city manager may require the developer to submit a traffic impact analysis conducted by a qualified transportation engineer to determine the impact of a development on roads or streets.
  - (C) On arterial and collector streets, or if necessary for the safe and efficient movement of traffic, all accesses shall be designed and constructed with physical improvements and appropriate traffic control measures to assist or restrict turning movements, including, without limitation, acceleration or deceleration lanes, access islands, street medians, and signage, as may be required of the development if the city manager or his/her designee finds that they are necessary to preserve the safety or the traffic-carrying capacity of the existing street. The city manager or his / her designee shall determine the length and degree of the required access restriction measures for the property.
- (2) If a traffic impact analysis is required, the site development plan must ensure that:
- (A) Proposed access and egress points have reasonable sight distances;
  - (B) No inordinately adverse impact will result on the nearest intersections;
  - (C) No unsafe traffic circulation or pedestrian problems will result;
  - (D) Surrounding land uses and driveways are not inordinately adversely affected;
  - (E) Rights-of-way width, pavement width, and street design are adequate for the number of vehicle trips projected per day, so as not to overburden the street system.
- (3) Driveways and Parking Areas.
- (A) The slope of a driveway shall not exceed twelve percent (12%) measured between the street end of the apron and the opposite end of the driveway.
  - (B) Driveways shall not be located within two hundred (200) feet from the intersection of a collector street and an arterial street, or two (2) collector streets that are identified in the city's master plan.
  - (C) Driveways and parking areas shall have an adequate base of compacted granular material and a wearing surface of hot mix asphalt, concrete, brickpavers, or reinforced concrete.
  - (D) Driveway and pavement designs shall be determined by a qualified soils testing and pavement design registered professional engineer. Total flexible thickness design shall be based on soil type, traffic loading and a twenty (20) year minimum design life.
  - (E) The number of parking spaces required shall conform to standards contained in the latest version of the zoning ordinance.

- (F) The number of off-street loading spaces shall conform to the latest version of the zoning ordinance.
  - (G) Parking areas for bicycle racks shall be at the discretion of the developer.
  - (H) Parking areas which necessitate backing out onto arterial streets or collector streets shall be prohibited.
  - (I) On-street parking shall not be allowed.
- (d) Water and Wastewater Systems. Water and wastewater systems shall conform to the latest versions of the subdivision ordinance.
- (e) Landscaping. Landscaping shall conform to the following requirements:
- (1) All plant materials used for landscaping shall be of healthy stock, preferably native or naturalized, with low water requirements.
  - (2) All areas which are not impervious cover shall be landscaped and a landscaping shall extend to the property lines.
  - (3) Grass or groundcover may be installed in the rights-of-way contiguous to the site with the permission of the city or other relevant governmental authority. The owner of the site contiguous to the right-of-way shall be responsible for maintaining the grass or groundcover in the right-of-way.
  - (4) Trees.
    - (A) All trees required to be planted to meet the minimum tree requirement shall be at least two (2) inches in diameter and located at least three (3) feet from any impervious cover.
    - (B) The site shall meet the type and number of trees to be planted, replaced or retained on the lot according to the latest version of the zoning ordinance.
  - (5) All traffic islands or peninsulas shall be landscaped. Grass or grand cover shall not exceed eighteen (18) inches in height.
  - (6) Except for landscaping in the rights-of-way, landscaped areas which are located adjacent to pavement shall be protected from vehicles with concrete curbs or concrete tire stops.
  - (7) Existing oak trees shall be preserved to the extent reasonable and feasible. A list of the trees to be planted, replaced, retained or removed shall be submitted with the site plan and must be approved by the city manager or his / her designee.
  - (8) Fifty percent (50%) of the landscaped areas must include living material. All disturbed areas must be re-seeded with grass, groundcover or similar living matter.

- (9) All retaining walls, including but not limited to detention and/or filtration ponds, of three (3) feet or more shall require shrubbery and/or vines of healthy stock and of a minimum of two (2) feet in height immediately after planting in front of the retaining wall. All shrubbery and/or vines shall be planted and maintained so as to form a continuous, unbroken, solid, visual screen which will grow to the same height or more of the retaining wall.
- (f) Fences and Screening Devices. Fences and screening devices shall be installed, repaired and maintained according to the latest version of the zoning ordinance.
- (g) Illumination. All outdoor or exterior lighting shall comply with Article 3.800 of Chapter 3.
- (h) Pollution. Unless authorized by an appropriate governmental agency with powers superseding those of the city, there shall be no dumping or discharge of any waste, wastewater, chemicals, polluted liquids, toxic material, or any other substance which constitutes a known hazard to humans or animals, onto any property or into any waterway or stream, pond, or detention pond, during the development process or after its completion. During the development process, all developments shall have on-site, rigid, tamper-proof containers for the disposal of nonhazardous solid waste.
- (i) Trash Storage and Recycling Areas. Trash storage and recycling areas for attached dwellings and all business and industrial buildings or uses shall be accommodated within the structure, or adequate area shall be included on site and indicated on a site plan. All outdoor trash recycling storage and containers shall be placed on hot mix asphalt, concrete, brickpavers or reinforced concrete and shall be screened from public view by a solid fence of no more than six (6) feet in height.
- (j) Fire Hydrants. Fire hydrants shall conform to standards contained in the city's standards and location of fire hydrants shall be approved by the Travis County Fire Marshal.
- (k) Prohibitions. Construction shall not be allowed in the street rights-of-way, public utility easements, drainage easements or other easements, or within the setback stance except for landscaping, sidewalks, landscape irrigation, or fences that are in accordance with the city's fence regulations.
- (l) Special Planning Area (Property Located in the Former Austin ETJ).
- (1) All subdivisions located in the special planning area, as defined in an interlocal agreement (the "agreement") between the City of Lago Vista and the City of Austin shall also meet the following requirements and should there be a conflict between the following requirements and the standards and specifications in this article, the more restrictive requirement shall apply:
- (A) All single-family development will be set back at least seventy-five (75) feet from the 681-foot contour line above mean sea level, as established by the United States Geological Survey in effect as the date of the agreement between the City of Lago Vista and the City of Austin. All condominium units and commercial buildings (excluding marinas) will be set back at least 100 feet from said 681-foot contour line.

- (B) Temporary erosion and sedimentation controls as required by the LCRA under Chapter 13, Article 13.600, Section 13.605(3) of the Lake Travis Nonpoint Source Pollution Control Ordinance in effect as of the date of the agreement will be implemented, designed, constructed and maintained according to the City of Austin Environmental Criteria Manual as determined by comparing calculations under the City of Austin's requirements with those under the proposed controls.
- (C) Impervious cover will be limited to twenty percent (20%) of the total site area over the property for any lot developed with any retail, condominium, apartment or office commercial uses; provided that Lago Vista may approve impervious cover up to twenty-five percent (25%) of the total site area for those lots that are connected to Lago Vista's centralized wastewater system. Total site area includes only those portions of a site that lie above the 681-foot contour line above mean sea level, as established by the United States Geological Survey in effect as of the date hereof.
- (D) For residential lots in the planning area, density shall be subject to the following requirements:
  - (i) A minimum average lot size of one acre shall be maintained on all lots that are served by on-site septic systems.
  - (ii) Density of clustered lots served by on-site septic systems may not exceed one single-family unit per acre, provided that a minimum of 40% of the total site area is open space.
  - (iii) Lago Vista may approve density not to exceed 1.5 single-family units per acre for lots that are connected to Lago Vista's centralized wastewater system, provided that a minimum of 40% of the total site area is open space.
  - (iv) Lago Vista may approve additional density not to exceed 2 single-family units per acre for lots that are connected to Lago Vista's centralized wastewater system and for which a minimum of 40% of the total site area is open space according to the following requirements:
    - (a) One additional single-family unit for every two acres of land dedicated by instrument acceptable to Lago Vista for irrigation of wastewater effluent;
    - (b) One additional single-family unit for each acre of land permanently preserved by instrument acceptable to Lago Vista as undeveloped open space; or
    - (c) One additional single-family unit for each living unit equivalent (LUE) of wastewater treatment capacity in excess of that required to serve the development that is used to disconnect existing on-site septic systems.
- (E) Cut and fill is limited to four feet (4') maximum, provided that cut and fill over four feet (4') shall be permitted if the cut/fill slope is terraced to control erosion and sedimentation.

- (F) Detention of the two-year storm for erosion control or, as an alternative, nonerosive conveyance of stormwater to Lake Travis, will be provided as required under City of Austin Land Development Code Chapter 25-7 drainage, and the City of Austin Drainage Criteria Manual.
- (G) A building envelope that encompasses the limits of building disturbances will be established and required for residential construction on any lot.
- (H) All of the 100-year floodplain located within the planning area shall be dedicated to the City of Lago Vista as a drainage easement in accordance with the City of Lago Vista's development rules.
- (I) Development shall comply with the 2006 LCRA Highland Lakes Ordinance and the City of Austin's regulations regarding the Lake Travis Critical Water Quality Zone (LTWQZ), and developers and homebuilders shall promote xeriscape landscaping and homeowners education program to reduce potential pollutant sources. The LTWQZ is defined as the area along and parallel to the shoreline of Lake Travis, coinciding with the 681.0-foot contour line. Within the LTWQZ development is prohibited, except that a boat dock, pier, wharf, or marina and necessary access and appurtenances is allowed. Within the LTWQZ, approval by Lago Vista or an agency designated by the Lago Vista city council of chemicals used to treat building materials that will be submerged in water is required before a permit may be issued or a site plan released.
- (J) Lago Vista shall provide an annual status report to the director of the City of Austin Watershed Protection and Development Review Department of the options used by developers to obtain additional density, which report shall include the following:
  - (i) Developments that have connected to Lago Vista's wastewater system;
  - (ii) The number of septic systems that have been disconnected in the release area;
  - (iii) The number of acres dedicated for irrigation of wastewater effluent; and
  - (iv) The number of acres permanently preserved for open space.





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

**To:** Mayor & City Council

**Council Meeting:** June 21, 2018

**From:** Josh Ray, City Manager

**Subject:** Discussion and consideration of Ordinance No. 18-06-21-04; An Ordinance of the City of Lago Vista, Texas; repealing and replacing all previous ordinances concerning records management, providing open meetings; severability clauses; and establishing an effective date.

**Request:** Business Item

**Legal Document:** Ordinance

**Legal Review:**

**EXECUTIVE SUMMARY:**

The City adopted a records management plan with Ordinance No. 90-06-21-06.

This update is primarily to change the section that concerns city retention schedules. When the law was first passed, the State schedules were not adopted yet, so each city was supposed to develop their own. Then, as the State schedules were put in place, the cities were able to just adopt them.

Each time the State updates the schedule, the City will automatically be up to date without having to do an amendment.

**ORDINANCE NO. 18-06-21-04**

**AN ORDINANCE OF THE CITY OF LAGO VISTA, TEXAS; REPEALING AND REPLACING ALL PREVIOUS ORDINANCES CONCERNING RECORDS MANAGEMENT, PROVIDING OPEN MEETINGS; SEVERABILITY CLAUSES; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lago Vista, Texas has been in compliance with all State records management laws and practices since they were first implemented in 1991; and

**WHEREAS**, the State Library and Archives Commission periodically makes changes with which the city needs to keep current;

**WHEREAS**, the City Council wishes to bring consistency to the City Ordinances, State Law and general practices;

**WHEREAS**, Title 6, Subtitle C. Local Government Code (Local Government Records Act) provides that a city must establish by ordinance an active and continuing records management program to be administered by a Records Management Officer; and

**WHEREAS**, the City of Lago Vista desires to adopt an up to date ordinance for that purpose and to prescribe policies and procedures consistent with the Local Government Records Act and in the interests of cost-effective and efficient record-keeping;

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

**Section 1. DEFINITION OF CITY RECORDS.** All documents, papers, letters, books, maps, photographs, sound or video recordings, microfilm, magnetic tape, electronic media, or other information recording media, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by the City of Lago Vista or any of its officers or employees pursuant to law or in the transaction of public business are hereby declared to be the records of the City of Lago Vista and shall be created, maintained, and disposed of in accordance with the provisions of this ordinance or procedures authorized by it and in no other manner.

**Section 2. ADDITIONAL DEFINITIONS.**

- (1) "Department head" means the officer who by ordinance, order, or administrative policy is in charge of an office of the City of Lago Vista that creates or receives records.
- (2) "Essential record" means any record of the City of Cuero necessary to the resumption or continuation of operations of the City of Lago Vista in an emergency or disaster, to the re-

creation of the legal and financial status of the City of Lago Vista, or to the protection and fulfillment of obligations to the people of the state.

- (3) "Permanent record" means any record of the City of Lago Vista for which the retention period on the adopted records control schedule is given as permanent.
- (4) "Records control schedule" means a document prepared by the State Library and Archives Commission listing the records maintained by the city, their retention periods, and other records disposition information that the records management program may require, and adopted by the City of Lago Vista.
- (5) "Records management" means the application of management techniques to the creation, use, maintenance, retention, preservation, and disposal of records for the purposes of reducing the costs and improving the efficiency of recordkeeping. The term includes the adoption of State Library records control schedules, the management of filing and information retrieval systems, the protection of essential and permanent records, the economical and space-effective storage of inactive records, control over the creation and distribution of forms, reports, and correspondence, and the management of micrographics and electronic and other records storage systems.
- (6) "Records management officer" means the person designated in Section 5 of this ordinance.
- (7) "Records management plan" means the plan developed under Section 6 of this ordinance.
- (8) "Retention plan" means the minimum time that must pass after the creation, recording, or receipt of a record, or the fulfillment of certain actions associated with a record, before it is eligible for destruction.

**Section 3. CITY RECORDS DECLARED PUBLIC PROPERTY.** All city records as defined in Section 1 of this ordinance are hereby declared to be the property of the City of Lago Vista. No city official or employee has, by virtue of his or her position, any personal or property right to such records even though he or she may have developed or compiled them. The unauthorized destruction, removal from files, or use of such records is prohibited.

**Section 4. POLICY.** It is hereby declared to be the policy of the City of Lago Vista to provide for efficient, economical, and effective controls over the creation, distribution, organization, maintenance, use, and disposition of all city records through a comprehensive system of integrated procedures for the management of records from their creation to their ultimate disposition, consistent with the requirements of the Texas Local Government Act and accepted records management practice.

**Section 5. DESIGNATION OF RECORDS MANAGEMENT OFFICER.** The City Secretary, and the successive holders of said office, shall serve as Records Management Officer for the City of Lago Vista. As provided by state law, each successive holder of the office

shall file his or her name with the director and librarian of the Texas State Library within thirty days of the initial designation or of taking up the office, as applicable.

**Section 6. RECORDS MANAGEMENT PLAN TO BE DEVELOPED; APPROVAL OF PLAN; AUTHORITY OF PLAN.**

- (1) The Records Management Officer shall develop a records management plan for the City of Lago Vista for submission to the city council. The plan must contain policies and procedures designed to reduce the costs and improve the efficiency of recordkeeping, to adequately protect the essential records of the city, and to properly preserve those records of the city that are of historical value. The plan must be designed to enable the records management officer to carry out his or her duties prescribed by state law and this ordinance effectively.
- (2) Once approved by the city council the records management plan shall be binding on all offices, departments, divisions, programs, commissions, bureaus, boards, committees, or similar entities of the City of Lago Vista and records shall be created, maintained, stored, microfilmed, or disposed of in accordance with the plan.
- (3) State law relating to the duties, other responsibilities, or recordkeeping requirements of a department head do not exempt the department head of the records in the department head's care from the application of this ordinance and the records management plan adopted under it and may not be used by the department head as a basis for refusal to participate in the records management program of the City of Lago Vista.

**Section 7. DUTIES OF RECORD MANAGEMENT OFFICER.** In addition to other duties assigned in this ordinance, the Records Management Officer shall:

- (1) Administer the records management program and provide assistance to department heads in its implementation;
- (2) Plan, formulate and prescribe records disposition policies, systems, standards and procedures;
- (3) In cooperation with department heads, identify essential records and establish a disaster plan for each city office and department to ensure maximum availability of the records in order to re-establish operations quickly and with minimum disruption and expense;
- (4) Develop procedures to ensure the permanent preservation of the historically valuable records of the city;
- (5) Develop and establish standards for filing and storage equipment and for recordkeeping supplies;
- (6) Study the feasibility of and, if appropriate, establish a uniform filing system and a forms design and control system for the City;

- (7) Provide records management advice and assistance to all local government departments by preparation of a manual or manuals of procedure and policy and by on-site consultation;
- (8) Monitor records retention schedules and administrative rules issued the Texas State Library and Archives Commission to determine if the records management program and the city's copies of the record control schedules are up to date and in compliance with the most recently adopted State schedules.
- (9) Disseminate to the city council and department heads information concerning state laws and administrative rules relating to local government records;
- (10) Ensure that the maintenance, preservation, microfilming, scanning, destruction, or other disposition of the city is carried out in accordance with the policies and procedures of the records management program and the requirements of state law;
- (11) Maintain records on the volume of records destroyed under approved records control schedules, the volume of records microfilmed or stored electronically, and the estimated cost and space savings as the result of such disposal or disposition;
- (12) Report annually to the City Manager on the implementation of the Records Management Plan in each department of the City of Lago Vista, including summaries of the statistical and fiscal data compiled under subsection (10); and
- (13) Bring to the attention of the city council non-compliance by department heads or other city personnel with the policies and procedures of the records management program or the Local Government Records Act.

#### **Section 8. DUTIES AND RESPONSIBILITIES OF DEPARTMENT HEADS.**

In addition to other duties assigned in this ordinance, department heads shall:

- (1) Cooperate with the Records Management Officer in carrying out the policies and procedures established in the City of Lago Vista for the efficient and economical management of records and in carrying out the requirements of this ordinance;
- (2) Adequately document the transaction of government business and the services, programs, and duties for which the department head and his or her staff are responsible; and
- (3) Maintain the records in his or her care and carry out their preservation, microfilming, scanning, destruction, or other disposition only in accordance with the policies and procedures of the records management program of the City of Lago Vista and the requirements of this ordinance.

#### **Section 9. RECORDS CONTROL SCHEDULES PREPARED BY THE STATE LIBRARY AND ARCHIVES COMMISSION TO BE ADOPTED AND MAINTAINED.**

The records management officer shall regularly review State Library and Archives Commission

records control schedules, which were adopted by the City of Lago Vista by the submission of form SLR508, and update the city's copies according to the updates and changes made by the state.

**Section 10. IMPLEMENTATION OF RECORDS CONTROL SCHEDULES; DESTRUCTION OF RECORDS UNDER SCHEDULES.**

- (1) A records control schedule for a department that has been approved and adopted under Section 6 shall be implemented by department heads according to the policies and procedures of the records management plan.
- (2) A record whose retention period has expired on a records control schedule shall be destroyed unless an open records request is pending on the record, the subject matter of the record is pertinent to a pending law suit, or the department head requests in writing to the Records Management Officer that the record be retained for an additional period.
- (3) Prior to the destruction of a record under an approved records control schedule, authorization for the destruction must be obtained by the Records Management Officer from the city council.

**Section 11. DESTRUCTION OF UNSCHEDULED RECORDS.** A record that has not yet been listed on an approved records control schedule may be destroyed if its destruction has been approved in the same manner as a record destroyed under an approved schedule and the Records Management Officer has listed the record on the records destruction documentation.

**Section 12. RECORDS CENTER.** A records center, developed pursuant to the plan required by Section 6, shall be under the direct control and supervision of the Records Management Officer. Policies and procedures regulating the operations and use of the records center shall be contained in the records management plan developed under Section 6.

**Section 13. ELECTRONIC RECORDS PROGRAM.**

Unless an Electronic Records Program in a department is specifically exempted by order of the City Manager, all scanning and/or digitizing of records will be centralized and under the direct supervision of the Records Management Officer. The Records Management Plan will establish policies and procedures for the microfilming of local government records, including policies to ensure that all digitizing is done in accordance with standards and procedures for the digitizing of local government records established in the rules of the Texas State Library and Archives Commission. The plan will also establish criteria for determining the eligibility of records for digitizing and protocols for ensuring that an electronic records program that is exempted from the centralized operations is, nevertheless, subject to periodic review by the records management officer as to cost-effectiveness, administrative efficiency, and compliance with commission rules.

**Section 14. REPEALER.** All prior ordinances of the City of Lago Vista dealing with or applicable to records management are hereby amended to the extent of any conflict herewith, and all ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other ordinance of the City of Lago Vista, the terms and provisions of this ordinance shall govern.

**Section 15. EFFECTIVE DATE.** This ordinance shall take effect immediately from and after its passage.

**Section 16. OPEN MEETINGS.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Tex. Gov't. Code.

**PASSED AND APPROVED This the 21<sup>st</sup> day of June, 2018.**

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Ed Tidwell, Mayor City of Lago Vista

ATTEST:

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Sandra Barton, City Secretary



The use of an asterisk in this edition of Local Schedule GR indicates that the record is either new to this edition, the retention period for the record has been changed, or amendments have been made to the description of or remarks concerning the record. An asterisk is not used to indicate minor amendments to grammar or punctuation.

**ABBREVIATIONS USED IN THIS SCHEDULE**

- AV - As long as administratively valuable
- CE - Calendar year end
- CFR - Code of Federal Regulations
- FE - Fiscal year end
- LA - Life of asset
- TAC - Texas Administrative Code
- US - Until superseded

[return to top](#)

**PART 1: Administrative Records**

**SECTION 1-1: Records of Governing Bodies**

**Retention Note:** SCOPE OF SECTION - The retention periods established in this section also apply to the records of subsidiary boards, bureaus, commissions, or committees established by the governing body of a local government that have rulemaking or quasi-judicial authority over any activity or program of the government or that were established by ordinance, order, or resolution for the purposes of advising the governing body or a subsidiary body on policy. Consequently, the use of the term "governing body" in a records description includes the corresponding records of those subsidiary bodies.

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1000-01	AGENDAS			
GR1000-01a	AGENDAS	Open meetings.		

Record Number	Record Title	Record Description	Retention Period	Remarks
		1) If the minutes describe each matter considered by the governing body and reference to an agenda <b>is not</b> required.  2) If the minutes <b>do not</b> describe each matter considered by the governing body and reference to an agenda <b>is</b> required.	2 years.  PERMANENT.	
GR1000-01b	AGENDAS	Certified agendas of closed meetings.	2 years.	By law - Government Code, Section 551.104 (a).
GR1000-02	DEDICATIONS		PERMANENT.	
*GR1000-03	MINUTES			<b>Retention Note:</b> The use of the term "audiovisual recordings" in (c)-(f) means any medium on which audio or a

Record Number	Record Title	Record Description	Retention Period	Remarks
				combination of audio and video is recorded.
GR1000-03a	MINUTES	Written minutes.	PERMANENT.	
GR1000-03b	MINUTES	Notes taken during meetings from which written minutes are prepared.	90 days after approval of minutes by the governing body.	
*GR1000-03c	MINUTES	Audiovisual recordings of open meetings, except as described in (d), for which written minutes <b>are not</b> prepared.	PERMANENT.	
*GR1000-03d	MINUTES	Audiovisual recordings of workshop sessions of governing bodies in which votes are not made and written minutes <b>are not</b> required by law to be taken.	2 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR1000-03e	MINUTES	Audiovisual recordings of open meetings for which written minutes are prepared.	90 days after approval of minutes by the governing body.	
*GR1000-03f	MINUTES	Certified audiovisual recordings of closed meetings.	2 years.	By law - Government Code, Section 551.104 (a).
GR1000-03g	MINUTES	Supporting documentation - One copy of each document <b>of any type</b> submitted to a meeting of a governing body for consideration, approval, or other action; <b>if</b> such action is reflected in the minutes of the meeting.	2 years.	<b>Retention Notes:</b> a) The retention periods for many of the documents submitted to a governing body for action are established elsewhere in this or other commission schedules and are often longer than the 2-year retention period for supporting documentation set here. The 2-year retention requirement does not override a longer retention requirement set elsewhere, but rather is meant to ensure that <b>all</b> documents presented for action by a governing body are

Record Number	Record Title	Record Description	Retention Period	Remarks
				<p>retained at least two years. This schedule does not require that supporting documentation be maintained together, but the retention by the clerk or secretary to the governing body of one set of the documents submitted at each meeting (often called "council packets" in municipalities) for two years would ensure satisfaction of the minimum retention requirement. Clerks or secretaries to governing bodies should exercise caution in disposing of supporting documentation to avoid destruction of the record copy of a document for which they are custodian before the expiration of its retention period.</p> <p>b) Review before disposal; some supporting documentation, not already required to be maintained  <b>PERMANENTLY</b></p>

Record Number	Record Title	Record Description	Retention Period	Remarks
				elsewhere in this or other commission schedules, may merit <b>PERMANENT</b> retention for historical reasons.
GR1000-04	OPEN MEETING NOTICES		2 years.	
*GR1000-05	ORDINANCES, ORDERS, AND RESOLUTIONS		PERMANENT.	<b>Retention Note:</b> Includes ordinances, orders, or resolutions that have been repealed, revoked, or amended.
GR1000-06	PETITIONS	Petitions from the public to the governing body or subsidiary boards or commissions of a local government.	Final action on the petition + 2 years.	<b>Retention Notes:</b> a) Does not include petitions noted elsewhere in this or other commission schedules or any petition presented to a commissioners court that state law requires a county clerk to record. See Local Schedule CC (Records of County Clerks).  b) "Final action" includes a decision to take no further action on a petition.

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1000-07	PROCLAMATIONS		2 years.	
*GR1000-08	SPEECHES, PAPERS, AND PRESENTATIONS-ELECTED OFFICIALS	Notes or text of speeches, papers, presentations or reports delivered in conjunction with government work by elected officials.	End of term in office or termination of service in that position.	<p><b>Retention Notes:</b> a) For speeches, papers, and presentations of other local government staff see GR1000-51.</p> <p>b) Review before disposal; some records may merit <b>PERMANENT</b> retention for historical reasons.</p>
*GR1000-09	PUBLIC COMMENT FORMS	Public comment forms, citizen comment forms, registration cards, or other similar documents filled out by members of the public wishing to speak at an open meeting.	2 years.	<p><b>Retention Note:</b> If all information from the public comment form is documented in written minutes of the meeting, the public comment form need only be retained for the retention period listed in GR1000-03b.</p>

[return to top](#)

**SECTION 1-2: General Records**



Record Number	Record Title	Record Description	Retention Period	Remarks
*GR1000-20	<b>ACCIDENT REPORTS</b>	Reports of accidents to persons on local government property or in any other situation in which a local government could be party to a lawsuit.		<b>Retention Note:</b> For reports of work-related injuries and illnesses to employees see GR1050-32.
GR1000-20a	<b>ACCIDENT REPORTS</b>	Reports of accidents to adults.	3 years from date of report if no claim is filed; 3 years after settlement or denial of the claim if a claim is filed, whichever applicable.	
*GR1000-20b	<b>ACCIDENT REPORTS</b>	Reports of accidents to minors.	Date minor reaches majority age + 3 years, if no claim filed; 3 years after settlement or denial of claim if a claim is filed, whichever applicable.	

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR1000-21	AFFIDAVITS OF PUBLICATION	Affidavits of Publication, including any accompanying clipping proofs or tear sheets.		
*GR1000-21a	AFFIDAVITS OF PUBLICATION	Publication of municipal ordinances.	PERMANENT.	<p><b>Retention Note:</b> It is an exception to the permanent retention period that affidavits of publication and associated documentation for ordinances that are codified or re-codified may be disposed of after the effective date of the new code.</p>
*GR1000-21b	AFFIDAVITS OF PUBLICATION	<p>Election notices.</p> <p>1) In an election involving a federal office.</p>	Election day + 22 months.	By law - Election Code, Sections 4.005 (d) and 66.058 (a).

Record Number	Record Title	Record Description	Retention Period	Remarks
		2) In an election <b>not</b> involving a federal office.	Election day + 6 months.	
GR1000-21c	<b>AFFIDAVITS OF PUBLICATION</b>	All other published legal notices.	2 years.	
GR1000-22	<b>ANNEXATION, DISANNEXATION, ABOLITION, AND OTHER JURISDICTIONAL RECORDS</b>	Records relating to the annexation or disannexation of territory to or from a local government, to its abolition, or to other actions which affect its territorial jurisdiction or service area, including reports, correspondence, records of public hearings, agreements, and similar records.	PERMANENT.	<b>Retention Note:</b> A contract or agreement relating to territorial jurisdiction or the delivery of services between two or more governments (e.g., between a city and a county for fire services in an unincorporated area) must be kept for the retention period in item number GR1000-25.

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR1000-23	<b>CHARTERS</b>	Charters, Articles of Incorporation, Orders of Incorporation, Orders of Change, or other similar documents used to establish or modify the administration of a local government.	PERMANENT.	
*GR1000-24	<b>COMPLAINTS</b>	Complaints received from the public by a governing body or any officer or employee of a local government relating to government employees, policies, etc.	Resolution or dismissal of complaint + 2 years.	<b>Retention Notes:</b> a) The 2-year retention period applies only to complaints of a general nature that do not fall into a different category of complaint noted in this or other commission schedules. For example, complaints from the public about potential fire hazards are scheduled in Local Schedule PS (Records of Public Safety Agencies) and have a longer

Record Number	Record Title	Record Description	Retention Period	Remarks
				retention period.  b) For complaints received from local government employees see GR1050-20.
*GR1000-25	<b>CONTRACTS, LEASES, AND AGREEMENTS</b>	Contracts, leases, and agreements, including reports, correspondence, performance bonds, certificates of liability, and similar records relating to their negotiation, administration, renewal, or termination, <b>except</b> construction contracts (see item number GR1075-16).	4 years after the expiration or termination of the instrument according to its terms.	<b>Retention Note:</b> Review before disposal; some records of this type may merit <b>PERMANENT</b> retention for historical reasons.
GR1000-26	<b>CORRESPONDENCE, INTERNAL MEMORANDA, AND SUBJECT FILES</b>			<b>Retention Note:</b> The minimum retention period for correspondence

Record Number	Record Title	Record Description	Retention Period	Remarks
				<p>or internal memoranda in categories (a) and (b) directly linked to another record series or group listed in this or other commission schedules is that assigned to the other group or series. For example, a letter from an external auditor regarding an audit of a local government's financial records should be retained for the retention period given under item number GR1025-01(e); a letter concerning a workers compensation claim should be retained for the period given under item number GR1050-32, etc. The retention periods that</p>

Record Number	Record Title	Record Description	Retention Period	Remarks
				follow are for correspondence and internal memoranda that do not readily fall within other record groups.
GR1000-26a	<b>CORRESPONDENCE, INTERNAL MEMORANDA, AND SUBJECT FILES</b>	Administrative – Incoming/outgoing and internal correspondence pertaining to the formulation, planning, implementation, modification, or redefinition of the programs, services, or projects of a local government and the administrative regulations, policies, and procedures that govern them. May also include subject files, which are collections of correspondence, memos and printed materials on various individuals, activities, and topics.	4 years.	<p><b>Retention Note:</b> Review before disposal; some correspondence of this type may merit <b>PERMANENT</b> retention for historical reasons.</p>



Record Number	Record Title	Record Description	Retention Period	Remarks
<b>*GR1000-26b</b>	<b>CORRESPONDENCE, INTERNAL MEMORANDA, AND SUBJECT FILES</b>	General – Incoming/outgoing and internal correspondence pertaining to the regular operation of the policies, programs, services, or projects of a local government. May also include subject files, which are collections of correspondence, memos and printed materials on various individuals, activities, and topics.	2 years.	<b>Retention Note:</b> Records management officers should use caution before disposal of these records to ensure the records should not be classified under administrative correspondence (GR100-26a).
<b>GR1000-26c</b>	<b>CORRESPONDENCE, INTERNAL MEMORANDA, AND SUBJECT FILES</b>	Routine - Correspondence and internal memoranda such as letters of transmittal, requests for publications, internal meeting notices, and similar routine matters. May also include subject files, which are collections of correspondence, memos and printed materials on various	AV.	

Record Number	Record Title	Record Description	Retention Period	Remarks
		individuals, activities, and topics.		
<b>*GR1000-27</b>	<b>DEEDS</b>	Deeds, title opinions, abstracts and certificates of title, title insurance, documentation concerning alteration or transfer of title, and similar records evidencing public ownership of real property.	PERMANENT.	
<b>GR1000-28</b>	<b>EASEMENTS</b>	Documentation relating to easements and rights-of-way for public works or other local government purposes, including releases.	PERMANENT.	
<b>*GR1000-29</b>	<b>INSURANCE POLICIES</b>	Liability, theft, fire, health, life, automobile, and other policies for local government property and personnel including	4 years after expiration or termination of the policy according to its terms and all rights granted under it.	

Record Number	Record Title	Record Description	Retention Period	Remarks
		supporting documentation relevant to the implementation, modification, renewal, or replacement of policies.		
GR1000-30	LEGAL OPINIONS	Formal legal opinions rendered by counsel or the Attorney General for a local government, including any written requests for opinions, concerning the governance and administration of a local government.	PERMANENT.	<p><b>Retention Note:</b> For retention of opinions rendered for a Public Information Act Request see GR1000-34.</p> <p>For retention of informal legal opinions and other correspondence provided by counsel see GR1000-26a.</p>
*GR1000-31	LITIGATION CASE FILES		AV after decision of a local government not to file a lawsuit or decision that a lawsuit will not be filed	<p><b>Retention Notes:</b> a) Includes all cases to which a local government is a party unless the case file is of a</p>

Record Number	Record Title	Record Description	Retention Period	Remarks
			against it; dismissal of a lawsuit for want of prosecution or on motion of the plaintiff; or final decision of a court (or of a court on appeal, if applicable) in a lawsuit.	type noted elsewhere in this or other commission schedules.  b) Review before disposal; some case files may merit <b>PERMANENT</b> retention for historical reasons.
<b>*GR1000-32</b>	<b>MINUTES (STAFF)</b>	Minutes of internal staff meetings.	AV.	<b>Retention Note:</b> For minutes of governing bodies of local governments see GR1000-03.
<b>GR1000-33</b>	<b>PUBLIC RELATIONS RECORDS</b>	News, press releases, or any public relations files maintained or issued by an agency. Includes print, electronic, audio, and audiovisual records.	2 years.	<b>Retention Note:</b> Review before disposal; some records may merit <b>PERMANENT</b> retention for historical reasons.

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1000-34	PUBLIC INFORMATION ACT REQUESTS	Includes all correspondence and documentation relating to requests for records under the Public Information Act (Chapter 552, Government Code).		
*GR1000-34a	PUBLIC INFORMATION ACT REQUESTS	Non-exempted records and withdrawn requests.	Date request for records fulfilled or withdrawn + 1 year.	
*GR1000-34b	PUBLIC INFORMATION ACT REQUESTS	Exempted records.	Date of notification that records requested are exempt from disclosure + 2 years.	
*GR1000-35	ORGANIZATIONAL CHARTS		US.	<p><b>Retention Note:</b> Review before disposal; some records may merit <b>PERMANENT</b> retention for historical reasons.</p>

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR1000-36	<b>PERMITS AND LICENSES</b>	Records documenting the application for and the issuance of permits and licenses (including certificates of liability and other required documentation) by a local government for sales, solicitation, facility usage, and similar activities. <b>Does not include</b> permits and licenses issued for the construction of or alterations to real property, for those relating to health and sanitation, or for those issued by police or fire departments listed in other commission schedules.	Expiration, cancellation, revocation, or denial + 2 years.	
*GR1000-37	<b>PHOTOGRAPHS, IMAGES, RECORDINGS, AND OTHER NON-TEXTUAL MEDIA</b>	Photographs, photographic scrapbooks, slides, sound recordings, videotapes, posters, and other non-textual media that document the history and	AV.	<b>Retention Note:</b> Review before disposal, some records may merit <b>PERMANENT</b> retention for historical reasons. Local

Record Number	Record Title	Record Description	Retention Period	Remarks
		<p>activities of a local government or any of its departments, programs, or projects <b>except</b> such records noted elsewhere in this or other commission schedules.</p>		<p>governments should consult with local historical or genealogical societies to assist with the appraisal. <b>Be certain that photographs and other non-textual media do not fall within other records series. For example, mug shots and photographs of fire damage are listed in Local Schedule PS (Records of Public Safety Agencies) under police and fire department records respectively.</b></p>
<p><b>GR1000-38</b></p>	<p><b>POLICY AND PROCEDURE DOCUMENTATION</b></p>	<p>Executive orders, directives, manuals, and similar documents that establish and define the policies, procedures, rules, and regulations governing the</p>	<p>US, expired, or discontinued + 5 years.</p>	<p><b>Retention Note:</b> Review before disposal; some records may merit <b>PERMANENT</b> or long-term retention for</p>



Record Number	Record Title	Record Description	Retention Period	Remarks
		operations or activities of a local government as a whole or any of its departments, programs, services, or projects.		historical or legal reasons.
*GR1000-39	<b>PUBLICATIONS</b>	Pamphlets, reports, studies, proposals, and similar material printed by or for a local government or any of its departments, subdivisions, or programs and distributed to or intended for distribution to the public on request and departmental or program newsletters designed for internal distribution.	One copy of each <b>PERMANENT.</b>	<b>Retention Note:</b> The following categories of printed material, whether distributed publicly or internally, are exempted from the retention period and may be disposed of at option; (a) educational matter provided by charitable or public awareness organizations (e.g., United Way, American Heart Association); and (b) public service leaflets or flyers whose contents are of a general nature and not

Record Number	Record Title	Record Description	Retention Period	Remarks
				specific to the government distributing them, beyond the inclusion of an address, telephone number, office hours, and similar information (e.g., a flyer detailing water conservation tips sent to customers of a municipal water utility; a pamphlet explaining the appraisal review board process sent to taxpayers by an appraisal district).
GR1000-40	RECORDS MANAGEMENT RECORDS			
GR1000-40a	RECORDS MANAGEMENT RECORDS	Records control schedules (including all successive versions of and	US.	<b>Retention Note:</b> Original is retained by the State and Local Records Management

Record Number	Record Title	Record Description	Retention Period	Remarks
		amendments to schedules).		Division, Texas State Library and Archives Commission.
<b>*GR1000-40b</b>	<b>RECORDS MANAGEMENT RECORDS</b>	Records documenting the disposition of records under records control schedules, including requests submitted to the Texas State Library and Archives Commission for authorization to destroy unscheduled records or the originals of permanent records that have been microfilmed.	PERMANENT.	
<b>GR1000-40c</b>	<b>RECORDS MANAGEMENT RECORDS</b>	Lists or inventories of the active and inactive records created or received by a local government.	US, expired, or discontinued.	
<b>*GR1000-40d</b>	<b>RECORDS MANAGEMENT RECORDS</b>	Plans and similar documents establishing the policies and	US, expired, or discontinued + 5 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
		procedures under which a records management program operates.		
<b>*GR1000-40e</b>	<b>RECORDS MANAGEMENT RECORDS</b>	Records transmittal forms or similar records documenting transfer of records to or from a records storage facility.	Date of disposition or return of records from storage, whichever sooner, +2 years.	
<b>GR1000-41</b>	<b>REPORTS AND STUDIES (NON-FISCAL)</b>			
<b>*GR1000-41a</b>	<b>REPORTS AND STUDIES (NON-FISCAL)</b>	Annual, sub-annual, or irregularly prepared reports, performance audits, or planning studies submitted to the governing body or chief administrative officer of a local government or by the local government to a state agency, as may be required by law or regulation, on the non-fiscal	PERMANENT.	

Record Number	Record Title	Record Description	Retention Period	Remarks
		performance of a department, program, or project or for planning purposes, including those prepared by consultants under contract with a local government, <b>except</b> documents of similar types noted in this or other commission schedules.	PERMANENT.  5 years.	
		(1) Annual reports.	3 years.	
		(2) Special reports or studies prepared by order or request of the governing body or considered by the governing body (as reflected in its minutes) or ordered or requested by a state agency or a court.	3 years.  1 year.	<b>Retention Note:</b> Review before disposal; some records may merit <b>PERMANENT</b> retention for historical reasons.
		(3) Special reports or studies prepared by order		

Record Number	Record Title	Record Description	Retention Period	Remarks
		<p>or request of the chief administrative officer.</p> <p>(4) Monthly, bimonthly, quarterly, or semi-annual reports.</p> <p>(5) Working papers and raw data used to create any report for (1) and (2) above.</p> <p>(6) Working papers and raw data used to create any report for (3) and (4) above.</p>		
<p><b>GR1000-41b</b></p>	<p><b>REPORTS AND STUDIES (NON-FISCAL)</b></p>	<p>Activity reports compiled on a daily or other periodic basis pertaining to workload measures, time studies, number of public contacts, etc., <b>except</b> reports of similar types noted in this</p>	<p>1 year.</p>	

Record Number	Record Title	Record Description	Retention Period	Remarks
		or other commission schedules.		
*GR1000-42	<b>WAIVERS OF LIABILITY</b>	Waivers of liability, including statements signed by volunteers acknowledging non-entitlement to benefits, agreeing to abide by local government policies, etc.	3 years from date of cessation of activity for which the waiver was signed.	<b>Retention Note:</b> If an accident occurs to any person covered by a signed waiver of liability, it must be retained for the same period as accident reports. See item number GR1000-20 in this schedule.
GR1000-43	<b>CONFLICTS DISCLOSURE STATEMENTS AND CONFLICT OF INTEREST QUESTIONNAIRES</b>	Conflicts disclosure statements and conflict of interest questionnaires submitted by local government officers or vendors and other persons for filing with a local government in accordance with the requirements of Chapter 176, Local Government Code.	Date of filing + 3 years.	



Record Number	Record Title	Record Description	Retention Period	Remarks
GR1000-44	LOCAL GOVERNMENT OFFICERS, LISTS OF	Lists of local government officers prepared and made available to the public by the local government officer with whom conflicts disclosure statements and conflict of interest questionnaires are filed in accordance with the requirements of Chapter 176, Local Government Code.	US + 1 year.	
GR1000-45	CALENDARS, APPOINTMENT AND ITINERARY RECORDS	Calendars, appointment books or programs, and scheduling or itinerary records, purchased with local government funds or maintained by staff during business hours that document appointments, itineraries and other activities of agency officials or employees.	CE + 1 year.	<b>Retention Note:</b> A record of this type purchased with personal funds, but used by a public official or employee to document his or her work activities may be a local government record and subject to this retention period. See Open Records Decision 635 issued in December 1995 by the Texas

Record Number	Record Title	Record Description	Retention Period	Remarks
				Attorney General.
GR1000-46	INSURANCE CLAIMS	Claims related to liability, theft, fire, health, life, automobile, and other insurance policies.	Settlement or denial of claim + 3 years.	
GR1000-47	CUSTOMER SURVEYS	Surveys returned by the customers or clients of a local government, and the statistical data maintained rating a government's performance.	Issuance of report on results of the survey + 3 years.	
*GR1000-50	TRANSITORY INFORMATION	Records of temporary usefulness that are not an integral part of a records series of a local government, that are not regularly filed within a local government's recordkeeping system, and that are required only for a limited period of time for the completion of an action by an official	AV.	<b>Retention Note:</b> Records management officers should use caution in assigning this record series to records of a local government to make certain they are not part of another records series listed in this schedule or, for records series

Record Number	Record Title	Record Description	Retention Period	Remarks
		<p>or employee of the local government or in the preparation of an ongoing records series.</p> <p>Transitory records are not essential to the fulfillment of statutory obligations or to the documentation of government functions. Some examples of transitory information, which can be in any medium (voice mail, fax, email, hard copy, etc.) are drafts and working papers; routine messages; telephone message notifications; internal meeting notices; routing slips; incoming letters or memoranda of transmittal that add nothing of substance to enclosures; and similar routine</p>		<p>unique to an agency, are not part of a records series that documents the fulfillment of the statutory obligations of the agency or the documentation of its functions.</p> <p>The disposal of transitory information need not be documented through destruction authorizations or in records disposition logs, but local governments should establish procedures governing disposal of these records.</p>

Record Number	Record Title	Record Description	Retention Period	Remarks
		information used for communication, but not for the documentation, of a specific government transaction.		
*GR1000-51	<b>SPEECHES, PAPERS, AND PRESENTATIONS</b>	Notes or text of speeches, papers, presentations, or reports delivered in conjunction with government work by staff of a local government.	End of event, US, or discontinued + 2 years.	<p><b>Retention Notes:</b> a) For speeches, papers, and presentations of elected officials see GR1000-08.</p> <p>b) For materials developed for in-house training of staff see GR1050-28c.</p>
*GR1000-52	<b>SUBPOENAS</b>	Subpoenas for production of evidence produced for litigation in which the local government <b>is not</b> a party.	AV after fulfilled.	<p><b>Retention Notes:</b> a) For subpoenas received for litigation in which the local government is a party see GR1000-31.</p>

Record Number	Record Title	Record Description	Retention Period	Remarks
				b) For subpoenas requesting personally identifiable information of students see SD3225-02 (for school districts) or JC3775-02 (for junior colleges).
*GR1000-53	<b>RELEASE OF RECORDS DOCUMENTS</b>	Records that document the release of records or information through any method other than a Public Information Act request or subpoena (including employment verification).	Date records produced + 1 year.	<p><b>Retention Notes:</b> a) For records released under the Public Information Act see GR1000-34.</p> <p>b) For records produced for a subpoena where the local government is <b>not</b> a party, see GR1000-52.</p> <p>c) For records produced for a subpoena where the local government is</p>

Record Number	Record Title	Record Description	Retention Period	Remarks
				a party, see GR1000-31.
*GR1000-54	<b>COMMITTEE RECORDS</b>	Records of committees, councils, boards, or commissions which are not subject to the Texas Open Meetings Act. Records may include, but are not limited to, member lists, officer election records, agendas, meeting minutes, and related documentation and correspondence.	2 years.	<p><b>Retention Notes:</b> a) For records of committees, councils, boards, or commissions which are subject to the Texas Open Meetings Act see Section 1-1 of this schedule.</p> <p>b) Review before disposal; some records may merit <b>PERMANENT</b> retention for historical reasons.</p>
*GR1000-55	<b>LOBBYIST REGISTRATION DOCUMENTATION</b>	Forms, reports, or other similar documents submitted to local governments documenting lobbying activities as required by local regulations.	Date of filing + 3 years.	



Record Number	Record Title	Record Description	Retention Period	Remarks
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[return to top](#)

## PART 2: FINANCIAL RECORDS

**Retention Notes:** a) AUDIT REQUIREMENTS - Most local governments are required by state law to conduct annual or biennial audits of their records and accounts. These audit requirements were taken into account in setting the retention periods in this schedule. The following retention rules also apply:

1) In any local government for which there is no statutory audit requirement and audits are conducted irregularly or in a local government in which a statutorily required audit is delayed, any record in this schedule whose retention period dates from the end of a fiscal year (FE) must be retained for the retention period stated or one year after audit, whichever later.

2) With regard to any special fund of a local government or elective county office for which there is no statutory audit requirement and the fund is not audited, any records listed under item numbers GR1025-26, GR1025-27, GR1025-28, and GR1025-30 associated with receipts and disbursements from or to the fund must be retained for FE + 10 years.

b) GRANT OR LOAN RECORDS - Subsections (1)-(3) apply to any local government, except school districts, receiving federal, state, or private grants; subsection (4) applies to school districts only. If a grant or loan requires a longer retention period than those stated in this schedule, the associated records must be retained for the full retention period required by the terms of the grant or loan.

1) Direct Federal Grants - This subsection applies to grants received by a local government **directly** from a federal grantor agency.

i) Federal grantor agencies require that grant-related records be retained for audit purposes for 3 years from the filing of required expenditure reports.

ii) In addition to item number GR1025-08(a)-(b), financial and programmatic records of grant-funded projects, including copies or documentation of relevant accounting, banking, purchasing, and payroll records, and other documents and working papers associated with the financial and programmatic administration of the grant funds or used to prepare reports



or forms required by federal law or regulation must be retained for the following periods:

(A) For grants continued or renewed annually or at other intervals except quarterly that are not part of a multi-year funding cycle - 3 years from the date of submission of the annual or other periodic expenditure report.

B) For grants continued or renewed annually or at other intervals except quarterly that are a part of a multi-year funding cycle - 3 years from the date of submission of the annual or other periodic expenditure report for the final reporting period of the grant cycle.

C) For grants continued or renewed quarterly - 3 years from the date of submission of the expenditure report for the last quarter of the federal fiscal year.

D) For grants for which the requirement of a final expenditure report has been waived - 3 years from the date the report would have been due.

E) For all other grants - 3 years from the date of submission of the final expenditure report.

iii) The retention periods for the following types of records are exceptions to the periods noted above:

A) Records of non-expendable property or equipment acquired with grant funds - 3 years from the date of transfer, replacement, sale, or junking of the item.

B) Cost allocation plans and indirect cost records - 3 years from date of submission or, for plans prepared and retained by the grantee, from the close of the fiscal year covered by the plan.

C) Income records - 3 years from the end of the fiscal year in which the income is used.

iv) If any litigation or audit commences before the expiration of the 3-year period, the records must be retained until all litigation or audit findings are resolved or until the end of the regular 3-year period, whichever is later.

v) If records are transferred to the grantor agency at its request, copies of the records need not be retained.

2) Indirect Federal Grants - This subsection applies to federal grants received as subgrants from state agencies or other local governments (e.g., regional councils of government).

The expenditure reports are submitted to the federal agency by the state or local subgrantor agency after all subgrantees have submitted reports to the subgrantor. Consequently, records under item number GR1025-08(a)-(b) and records described in section (b) (1) must be retained by local government subgrantees for FE + 5 years. Local governments should consult with the state or local subgrantor agency to determine if there are additional or special requirements associated with a particular grant.

The local government must retain copies of reports or records submitted to the subgrantor agency for the periods indicated.

3) State and Private Grants - This schedule extends the 3-year federal retention requirement described in section (b)(1) to state (excluding federal subgrants) and private grant records unless the state or private grantor agency has established different retention requirements, in which case those requirements shall prevail. It is an exception to the extension of federal grant requirements to state and private grants that for state or private grants renewed quarterly as described in section (b) (1) (ii) (B), the 3-year retention requirement runs from the date of submission of the expenditure report for the last quarter of the state fiscal year for state grants and from the last quarter of the local government's fiscal year for private grants.

4) Grant Records and School Districts (including Educational Service Centers) - See Local Schedule SD (Records of Public School Districts). Because of the difficulty of effectively separating financial data that evidence the expenditure of federal funds from those that document the expenditure of local or state-allocated funds, a 5-year retention period has been adopted for most financial records of school districts. The use of the term "school district" in this schedule includes educational service centers, charter schools, county departments of education, and educational cooperatives.

**SECTION 2-1: Fiscal Administration and Reporting Records**

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR1025-01	<b>FISCAL AUDIT RECORDS</b>	Records of fiscal audits conducted by		<b>Caution:</b> See note (a) at the beginning of

Record Number	Record Title	Record Description	Retention Period	Remarks
		internal or external auditors.		Part 2 of this schedule.
<b>*GR1025-01a</b>	<b>FISCAL AUDIT RECORDS</b>	Annual, biennial, or other periodic audit of any department, fund, account, or activity of a local government.	PERMANENT.	
<b>*GR1025-01b</b>	<b>FISCAL AUDIT RECORDS</b>	Annual, biennial, or other periodic audit of a department, program, fund, or account if included in a cumulative audit under (a).	2 years.	
<b>*GR1025-01c</b>	<b>FISCAL AUDIT RECORDS</b>	Annual, biennial, or other periodic audit of a department, program, fund, or account if not included in a cumulative audit under (a).	PERMANENT.	
<b>*GR1025-01d</b>	<b>FISCAL AUDIT RECORDS</b>	Special audits ordered by a governing body, a court or grand jury, or mandated by administrative rules of a state or federal agency.	PERMANENT.	

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR1025-01e	<b>FISCAL AUDIT RECORDS</b>	Working papers, summaries, and similar records created for the purposes of conducting an audit.	3 years after all questions arising from the audit have been resolved.	
GR1025-02	<b>BANK SECURITY RECORDS</b>	Records documenting the pledging of bonds or securities by banks serving as depositories for public funds including depository contracts, security pledges and statements, surety bonds, and similar records.	4 years after termination, expiration, or release of contractual obligations.	
*GR1025-03	<b>BOND RECORDS</b>			<b>Retention Note:</b> For investment transaction records of bonds see item number GR1025-09b.
GR1025-03a	<b>BOND RECORDS</b>	Bond administrative records consisting of preliminary studies, proposals and prospectuses, authorizations and certifications for issuance or	PERMANENT.	

Record Number	Record Title	Record Description	Retention Period	Remarks
		cancellation, and related policy correspondence.		
GR1025-03b	<b>BOND RECORDS</b>	Bond certificates and redeemed coupons.	1 year after payment.	By law - Government Code, Section 1302.003 for counties (see statute for procedural instructions for destruction) and by authority of this schedule for all other local governments.
GR1025-03c	<b>BOND RECORDS</b>	Bond registers.	PERMANENT.	
GR1025-03d	<b>BOND RECORDS</b>	Records relating to the exchange, conversion, or replacement of bonds by bondholders.	1 year if information is contained in a bond register; <b>PERMANENT</b> if information is not contained in a bond register.	
GR1025-04	<b>BUDGETS AND BUDGET DOCUMENTATION</b>			

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1025-04a	<b>BUDGETS AND BUDGET DOCUMENTATION</b>	Annual budgets (including amendments).	PERMANENT.	
GR1025-04b	<b>BUDGETS AND BUDGET DOCUMENTATION</b>	Special budgets (includes budgets for capital improvement projects, grant-funded projects, or other projects prepared on a special or emergency basis and not included in an annual budget).	PERMANENT.	
*GR1025-04c	<b>BUDGETS AND BUDGET DOCUMENTATION</b>	Working papers created exclusively for the preparation of budgets, including budget requests, justification statements, and similar documents.	3 years.	
GR1025-04d	<b>BUDGETS AND BUDGET DOCUMENTATION</b>	Encumbrance and expenditure reports (status reports showing expenditures and encumbrances against a budget).	2 years.	
GR1025-04e		Budget change documentation,	2 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
	<b>BUDGETS AND BUDGET DOCUMENTATION</b>	including line item or contingency/reserve fund transfers and supplemental budget requests.		
GR1025-05	<b>CAPITAL ASSETS RECORDS</b>	Documentation relating to the capital and fixed assets of a local government.		
*GR1025-05a	<b>CAPITAL ASSETS RECORDS</b>	Equipment or property history cards or similar records containing data on initial cost, including disposal authorizations when disposed of.	FE of date of disposal + 5 years for school districts; FE of date of disposal + 3 years for other governments.	<b>Retention Note:</b> Review before disposal; property history cards documenting the original construction and additions to or renovations of structures may merit <b>PERMANENT</b> retention for historical reasons.
GR1025-05b	<b>CAPITAL ASSETS RECORDS</b>	Equipment or property cost and depreciation schedules or summaries used for capital outlay budgeting or other	FE + 5 years for school districts; FE + 3 years for other governments.	

Record Number	Record Title	Record Description	Retention Period	Remarks
		financial or budget control purposes.		
GR1025-05c	<b>CAPITAL ASSETS RECORDS</b>	Equipment or property inventories (including sequential number property logs).	US + 3 years.	
GR1025-05d	<b>CAPITAL ASSETS RECORDS</b>	Property sale, auction, or disposal records of government-owned equipment or property.	1 year.	<p>By law - Local Government Code, Section 263.155(b) for counties and by authority of this schedule for all other local governments.</p> <p><b>Retention Note:</b> Property sale or auction records do not include records arising from the sale or auction of property foreclosed or seized by a taxing unit for failure to pay property taxes or for the sale or auction of property seized by law</p>



Record Number	Record Title	Record Description	Retention Period	Remarks
				enforcement officers. For such records use Local Schedule TX (Records of Property Taxation) or Local Schedule PS (Records of Public Safety Agencies) respectively.
*GR1025-06	<b>FEDERAL REVENUE SHARING RECORDS</b>	Records concerning the use of federal revenue sharing funds by a local government, including revenue and expenditure summaries; status, budget, and audit reports; and other reports or documentation required by federal law or regulation.	AV.	Obsolete record.
GR1025-07	<b>FINANCIAL REPORTS</b>	Annual, sub-annual, or irregularly prepared financial reports or statements on the accounts,		

Record Number	Record Title	Record Description	Retention Period	Remarks
		funds, or projects of a local government created either for internal use or for submission to state agencies as may be required by law or regulation, <b>except</b> reports of similar types noted in this or other commission schedules.		
GR1025-07a	<b>FINANCIAL REPORTS</b>	Monthly, bimonthly, quarterly, or semi-annual reports.	FE + 3 years.	
GR1025-07b	<b>FINANCIAL REPORTS</b>	Annual reports.	PERMANENT.	
GR1025-07c	<b>FINANCIAL REPORTS</b>	Long range fiscal planning reports.	PERMANENT.	
GR1025-07d	<b>FINANCIAL REPORTS</b>	Capital improvement reports.	PERMANENT.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1025-08	GRANT DEVELOPMENT AND ADMINISTRATIVE RECORDS			<b>Retention Note:</b> If grant is for construction of a local government owned facility or part of the infrastructure, follow retention for GR1075-16.
GR1025-08a	GRANT DEVELOPMENT AND ADMINISTRATIVE RECORDS	Successful grant applications and proposals and any documentation that modifies the terms of a grant.	FE + 5 years for school districts; FE + 3 years for other governments.	<b>Retention Note:</b> See note (b) at beginning of Part 2 of this schedule.
GR1025-08b	GRANT DEVELOPMENT AND ADMINISTRATIVE RECORDS	Financial, performance, and compliance reports submitted to grantor or sub-grantor agencies.	FE + 5 years for school districts; FE + 3 years for other governments.	<b>Retention Note:</b> See note (b) at beginning of Part 2 of this schedule.
GR1025-08c	GRANT DEVELOPMENT AND ADMINISTRATIVE RECORDS	Reports, planning memoranda, studies, correspondence, and similar records created for and used in the development of successful grant proposals.	3 years.	
			AV.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1025-08d	<b>GRANT DEVELOPMENT AND ADMINISTRATIVE RECORDS</b>	Any records of the type noted in (a) or (b) relating to unsuccessful grant proposals.		
GR1025-09	<b>INVESTMENT TRANSACTION RECORDS</b>			
GR1025-09a	<b>INVESTMENT TRANSACTION RECORDS</b>	Documentation relating to the investment of public funds (e.g., certificates of deposit) that evidences the investment of funds, the performance or return of investments, the cancellation or withdrawal of investments, and similar activity.	FE + 5 years.	
GR1025-09b	<b>INVESTMENT TRANSACTION RECORDS</b>	Documentation related to the calculation of arbitrage rebate amounts, if any, on proceeds from the sale of tax-exempt bonds.	Retirement of the last obligation of the bond issue + 6 years.	
GR1025-10		Schedules of prices charged by a local	US + 3 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
	<b>CHARGE SCHEDULES/ PRICE LISTS</b>	government for services to the public or other governments, including any documentation used to determine the charges.		

[return to top](#)

**SECTION 2-2: Accounting Records**

**Retention Note:** Accounting Records of Motor Vehicle and Boat Licensing and Registration  
 - For accounting and banking records relating to motor vehicle licensing not noted in this part, use Part 3 of Local Schedule TX.

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1025-25	<b>ACCOUNTING POLICIES AND PROCEDURES DOCUMENTATION</b>	Policy and procedure directives and similar records documenting accounting methodology.	US, expired, or discontinued + 5 years.	
GR1025-26	<b>ACCOUNTS PAYABLE AND DISBURSEMENT RECORDS</b>			
*GR1025-26a	<b>ACCOUNTS PAYABLE AND</b>	Claims, invoices, statements, copies	FE of date of final payment	<b>Retention Note:</b> Accounts payable

Record Number	Record Title	Record Description	Retention Period	Remarks
	<b>DISBURSEMENT RECORDS</b>	of checks and purchase orders, expenditure authorizations, and similar records that serve to document disbursements, including those documenting claims for and reimbursement to employees for travel and other employment-related expenses.	+ 5 years for school districts; FE of date of final payment + 3 years for other governments.	and disbursement records for bond-funded projects must be maintained according to the retention period listed in GR1025-26d.
<b>*GR1025-26b</b>	<b>ACCOUNTS PAYABLE AND DISBURSEMENT RECORDS</b>	Accounts payable records sufficient to document the purchase costs of capital equipment or other fixed assets.	FE of date of disposal + 5 years for school districts; FE of date of disposal + 3 years for other governments.	
<b>*GR1025-26c</b>	<b>ACCOUNTS PAYABLE AND DISBURSEMENT RECORDS</b>	Reports accompanying the transmittal of funds to federal, state, or other local government agencies (e.g., sales tax to the State Comptroller of Public Accounts); to	FE of period covered by report + 3 years.	<b>Retention Note:</b> For reports accompanying the transmittal of federal and state payroll and unemployment taxes see item number GR1050-53(b).

Record Number	Record Title	Record Description	Retention Period	Remarks
		retirement systems, or to other entities if the funds are collected, in whole or in part, on behalf of other agencies or individuals (e.g., retirement deductions of employees).		
GR1025-26d	<b>ACCOUNTS PAYABLE AND DISBURSEMENT RECORDS</b>	Accounts payable records for bond-funded projects.	FE of date of last bond payment + 5 years for school districts; FE of date of last bond payment + 3 years for other governments.	
GR1025-27	<b>ACCOUNTS RECEIVABLE RECORDS</b>			<b>Retention Note:</b> For accounts receivable records associated with the collection of property taxes, all local governments, including school districts, should use Local Schedule TX (Records of

Record Number	Record Title	Record Description	Retention Period	Remarks
				Property Taxation).
*GR1025-27a	<b>ACCOUNTS RECEIVABLE RECORDS</b>	Bill copies or stubs, statements, billing registers, account cards, deposit warrants, cash receipts, credit card receipts, receipt books, cash transfers, daily cash reports, cash drawer reconciliations, and similar records (such as returned checks and associated fees) that serve to document money owed to or received by a local government and its collection or receipt.	FE of date of receipt + 5 years for school districts; FE of date of receipt + 3 years for other governments.	
GR1025-27b	<b>ACCOUNTS RECEIVABLE RECORDS</b>	Accounts receivable records documenting the receipt of any monies by any local government that are remittable to the State Comptroller of Public Accounts (e.g., court costs in criminal cases, sales tax).	Remittance due date + 5 years.	



Record Number	Record Title	Record Description	Retention Period	Remarks
GR1025-27c	<b>ACCOUNTS RECEIVABLE RECORDS</b>	Account card or similar records documenting payments to a local government in which the government holds a property lien until the debt is satisfied (e.g., liens arising from demolition, lot cleaning), including original liens and lien releases.	FE of date of final payment and release of lien + 3 years.	
GR1025-27d	<b>ACCOUNTS RECEIVABLE RECORDS</b>	Account card or similar records relating to the receipt of cash deposits as sureties for the delivery of services (e.g., water and wastewater).	FE of termination of service or refund of deposit + 3 years.	
*GR1025-27e	<b>ACCOUNTS RECEIVABLE RECORDS</b>	Records of accounts deemed uncollectable, including write-off authorizations.	FE of write-off date + 5 years for school districts; FE of write-off date + 3 years for other governments.	
*GR1025-28	<b>BANKING RECORDS</b>	Bank statements, credit card statements,	FE + 5 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
		<p>canceled checks, check registers, deposit slips, debit and credit notices, reconciliations, notices of interest earned, monetary transport records (including armored car pickup logs) etc.</p>		
<p><b>GR1025-29</b></p>	<p><b>COST ALLOCATION AND DISTRIBUTION RECORDS</b></p>	<p>Records created to document the allocation of costs among accounts and funds of a local government, including records relating to chargebacks and other interdepartmental or interfund accounting transactions.</p>	<p>FE + 5 years for school districts; FE + 3 years for other governments.</p>	<p><b>Retention Note:</b> If any of the records in this group are used as ledger and journal entry documentation, they must be retained for FE + 5 years (see item number GR1025-30) by all local governments.</p>
<p><b>GR1025-30</b></p>	<p><b>LEDGERS, JOURNALS, AND ENTRY DOCUMENTATION</b></p>			<p><b>Retention Note:</b> Be certain to verify before the disposal of any ledger or journal under this item number that the ledger or journal does not serve to document financial activities</p>

Record Number	Record Title	Record Description	Retention Period	Remarks
				that require a longer retention period (e.g. investment documentation of proceeds of tax exempt bonds under item number GR1025-09).
GR1025-30a	<b>LEDGERS, JOURNALS, AND ENTRY DOCUMENTATION</b>	<p>General ledger showing receipts and expenditures from all accounts and funds of a local government.</p> <p>(1) For fiscal years for which an annual financial audit report (see item number GR1025-01) exists.</p> <p>(2) For fiscal years for which an annual financial audit report (see item number</p>	<p>FE + 5 years.</p> <p>PERMANENT.</p>	<p><b>Retention Note:</b> Review before disposal; some ledgers may merit <b>PERMANENT</b> retention for historical reasons.</p>

Record Number	Record Title	Record Description	Retention Period	Remarks
		GR1025-01) <b>does not</b> exist.		
GR1025-30b	<b>LEDGERS, JOURNALS, AND ENTRY DOCUMENTATION</b>	Subsidiary ledgers.	FE + 5 years.	<b>Retention Note:</b> Review before disposal; some ledgers may merit <b>PERMANENT</b> retention for historical reasons.
GR1025-30c	<b>LEDGERS, JOURNALS, AND ENTRY DOCUMENTATION</b>	Receipt, disbursement, general, or subsidiary journals.	FE + 5 years.	<b>Retention Note:</b> Review before disposal; some journals may merit <b>PERMANENT</b> retention for historical reasons.
GR1025-30d	<b>LEDGERS, JOURNALS, AND ENTRY DOCUMENTATION</b>	Journal vouchers and entries or similar posting control forms (including supporting documentation such as correspondence and auditor adjustments that evidence journal entries and amendments).	FE + 5 years.	<b>Retention Note:</b> If bill stubs (see item number GR1025-27a) are used as entry documentation for account journals, they must be retained by all local governments for FE + 5 years rather than the FE

Record Number	Record Title	Record Description	Retention Period	Remarks
				+ 3 year retention period for accounts receivable records.
GR1025-30e	<b>LEDGERS, JOURNALS, AND ENTRY DOCUMENTATION</b>	Perpetual care fund registers of government-owned cemeteries.	PERMANENT.	By law - Health and Safety Code, Section 713.005 (a).
GR1025-31	<b>TRANSACTION SUMMARIES</b>	Periodic summaries or reports of accounting transactions or activity by department, budget code, program, account, fund, or type of activity, including trial balances, <b>unless</b> the summary is of a type noted elsewhere in this part.		
GR1025-31a	<b>TRANSACTION SUMMARIES</b>	Daily.	30 days.	
GR1025-31b	<b>TRANSACTION SUMMARIES</b>	Weekly.	90 days.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1025-31c	TRANSACTION SUMMARIES	Monthly, bimonthly, quarterly, or semi-annual.	2 years.	
GR1025-31d	TRANSACTION SUMMARIES	Annual.	FE + 5 years for school districts; FE + 3 years for other governments.	<p><b>Retention Note:</b>                      If an annual trial balance is not maintained, then the least frequent sub-yearly trial balance must be retained for FE + 5 years by school districts and FE + 3 years by all other local governments.</p>
GR1025-32	UNCLAIMED PROPERTY DOCUMENTATION	Any form of record sufficient to verify information on unclaimed property previously reported to the State Treasurer showing the name and last known address of the apparent owner of reportable unclaimed property, a brief description of the property, and the balance of each unclaimed account, if appropriate.	Date on which property is reportable + 10 years.	By law - Property Code, Section 74.103(b).



Record Number	Record Title	Record Description	Retention Period	Remarks
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[return to top](#)

### PART 3: PERSONNEL AND PAYROLL RECORDS

**Retention Notes: a) FEDERAL RETENTION REQUIREMENTS** - Federal retention periods for personnel and payroll records arise principally from the administration of the Civil Rights Act of 1964, Title VII; the Age Discrimination and Employment Act of 1967; the Equal Pay Act; the Fair Labor Standards Act; the Federal Insurance Contribution Act; and the Federal Unemployment Tax Act. Various federal agencies or departments of agencies administer these acts and, because retention periods are set to enable each agency to carry out its particular oversight authority, different retention periods are often established for the same record. In compiling Schedule GR, the longest applicable federal retention period is cited as authority for the retention period indicated. A federal regulation is not cited if a state law or regulation requires a longer retention period. A federal retention period is also not cited if a Texas statute of limitations makes a longer retention period advisable. For example, the federal retention requirement for employment contracts [see item number GR1050-15(a)] is given as 3 years from the last effective date of the contract in 26 CFR 516.5, but suits in Texas may be brought by either party to such a contract within four years of the occurrence of an alleged breach; therefore a retention period of 4 years from the last effective date of the contract is set in this schedule. All retention periods in this part apply, by authority of this schedule, to all local governments, although some of them may be otherwise exempt from the federal requirement cited. This provision does not require the creation by exempted local governments of any special documentation demonstrating compliance with federal regulations that may be required of non-exempted governments.

**b) PERSONNEL FILES** - The individual employee personnel file is not scheduled as a unit in this section; documents normally placed in such files are scheduled separately.

**c) TERMINATED EMPLOYEES** - Notwithstanding any retention periods in this part, all personnel records existing on the date of termination of an involuntarily terminated employee must be retained for 2 years from the date of termination [29 CFR 1602.31, 1602.40, and 1602.49].

**d) JTPA AND CETA EMPLOYEES** - Any records maintained on applicants for or holders of positions paid in whole or in part from Comprehensive Employees' Training Act (CETA) funds or affirmative action apprenticeship program funds administered by the U. S. Department of Labor must be retained for 5 years from the date of enrollment in the program [29 CFR 30.8(e)]. This 5-year retention period is extended by authority of this

schedule to comparable records on applicants for or holders of positions paid in whole or in part from Job Training Partnership Act (JTPA) funds.

**e) DEFINITION OF EMPLOYEE** - For the purposes of this part, the term "employee" also includes elected or appointed officials of a local government who are paid wages or a salary from any funds of the local government and anyone voluntarily working or not receiving payment or compensation for working.

**f) PERSONNEL RECORDS IN SHERIFF'S DEPARTMENTS IN CERTAIN COUNTIES** - The Local Government Code, Section 157.904, provides that sheriff's departments in counties with a population of 3.3 million or more shall maintain "a permanent personnel file on each department employee." The precise contents of a personnel file are not specified, but three groups of records are expressly mentioned. Consequently, any record in item numbers GR1050-03, GR1050-07, and GR1050-21, all of which are records of a type mentioned in the statute, must be retained permanently. The sheriffs and their legal counsel should determine what other records may be includable in a permanent personnel file in sheriffs' departments subject to the law.

**SECTION 3-1: Personnel Records**

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-01	AFFIRMATIVE ACTION PLANS			
GR1050-01a	AFFIRMATIVE ACTION PLANS	Reports, analyses, and statistical data compiled from source documentation used to develop, implement, and monitor affirmative action plans.	5 years.	By regulation - 29 CFR 30.8(e).
GR1050-01b	AFFIRMATIVE ACTION PLANS	Affirmative action plans.	US + 5 years.	By regulation - 29 CFR 30.8(e).



Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-02	<b>APTITUDE AND SKILLS TEST RECORDS</b>	Records relating to aptitude or skills tests <b>required</b> of job applicants or of current personnel to qualify for promotion or transfer, including civil service examinations.		
GR1050-02a	<b>APTITUDE AND SKILLS TEST RECORDS</b>	Validation studies.	Life of test + 2 years.	
GR1050-02b	<b>APTITUDE AND SKILLS TEST RECORDS</b>	Tests.	US + 2 years.	By regulation - 29 CFR 1602.31, 1602.40, and 1602.49.  <b>Retention Note:</b> One copy of each different test (different in terms of either questions or administration procedures) should be retained for the period indicated.
*GR1050-02c	<b>APTITUDE AND SKILLS TEST RECORDS</b>	Test papers or results of persons taking tests.	Date of creation or personnel action	By regulation - 29 CFR 1602.31, 1602.40, and 1602.49.

Record Number	Record Title	Record Description	Retention Period	Remarks
			involved, whichever later, + 2 years.	
GR1050-02d	APTITUDE AND SKILLS TEST RECORDS	Records, <b>other</b> than those noted (a)-(c), relating to the planning and administration of tests.	3 years.	
*GR1050-03	AWARDS AND COMMENDATIONS	Individual award, honor, or commendation bestowed on an employee.	Date of separation + 5 years.	<p><b>Retention Notes:</b> a) For administrative records of awarding committees, see item number GR1050-09.</p> <p>b) Refer to Retention Note (f) on page 1 of this schedule for awards bestowed on certain Sheriff's office employees.</p>
GR1050-04	CERTIFICATES AND LICENSES	Certificates, licenses, or permits required of employees to qualify for or remain eligible to hold a position requiring	US or separation of employee + 5 years.	<p><b>Retention Note:</b> If the submission of copies of certificates, licenses, or permits is required of all applicants for a position, those of applicants not hired must be retained for 2</p>

Record Number	Record Title	Record Description	Retention Period	Remarks
		certification or licensing.		years under item number GR1050-14.
GR1050-05	CONFLICT OF INTEREST AFFIDAVITS		5 years after leaving position for which the affidavit was filed.	
GR1050-06	COUNSELING PROGRAM RECORDS			
*GR1050-06a	COUNSELING PROGRAM RECORDS	Reports of interviews, analyses, and similar records relating to the counseling of an employee for work-related, personal, or substance abuse problems, including any warnings associated with the counseling. Usually maintained at the supervisory level or by human resources departments.	3 years after termination of counseling.	<b>Retention Note:</b> For records retained by professional therapists; refer to Local Schedule HR for patient records.

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-06b	<b>COUNSELING PROGRAM RECORDS</b>	Records relating to the planning, coordination, implementation, direction, and evaluation of an employee counseling program.	3 years.	
*GR1050-07	<b>DISCIPLINARY AND ADVERSE ACTION RECORDS</b>	Records created by civil service boards or by personnel or supervisory officers in considering, or reconsidering on appeal, an adverse action (e.g., demotion, probation, termination, suspension, leave without pay) against an employee, including, as applicable, witness and employee statements, interview reports, exhibits, reports of findings, and decisions and judgments.	PERMANENT.  PERMANENT.  2 years after case closed	<b>Retention Note:</b> Refer to Retention Note (f) on page 1 of this schedule for disciplinary records of certain Sheriff's office employees.  By law - Local Government Code, Section 157.904.  By law - Local Government Code, Section 143.011(c).

Record Number	Record Title	Record Description	Retention Period	Remarks
		<p>(1) All employees of sheriff's departments in counties with a population of 3.3 million or more.</p> <p>(2) Police and fire department personnel in municipalities with a population of 10,000 or more that have established civil service boards under Local Government Code, Chapter 143.</p> <p>(3) All other local government employees.</p>	or action taken, as applicable.	By regulation - 29 CFR 1602.31, 1602.40, and 1602.49.
<b>GR1050-08</b>	<b>EMPLOYEE PENSION AND BENEFITS RECORDS</b>			For records of pension and deferred compensation deductions from payroll see GR1050-52 (b).
<b>*GR1050-08a</b>		Employee benefit plans such as		By regulation - 29 CFR 1627.3(b)(2).

Record Number	Record Title	Record Description	Retention Period	Remarks
	<b>EMPLOYEE PENSION AND BENEFITS RECORDS</b>	pension; life, health, and disability insurance; seniority and merit systems; and deferred compensation plans, including amendments.	Termination of plan + 1 year.	<b>Retention Note:</b> If the plan or system is not in writing, a memorandum fully outlining the terms of the plan or system and the manner in which it has been communicated to affected employees, together with notations relating to any revisions, must be retained for the same period as written plans.
*GR1050-08b	<b>EMPLOYEE PENSION AND BENEFITS RECORDS</b>	Enrollment forms providing personal identifying data, beneficiary information, option selection, acknowledgement forms, and similar information.  (1) If the official record is maintained by the retirement system of which the local government is a	AV.	

Record Number	Record Title	Record Description	Retention Period	Remarks
		<p>member or by the service provider.</p> <p>(2) If the official record is maintained by the local government.</p> <p>(A) Pension and deferred compensation.</p> <p>(B) Life, health, accidental death, and disability insurance.</p> <p>(C) Any benefit other than those noted in (A) or (B).</p>	<p>Date of separation + 75 years.</p> <p>Termination of coverage + 4 years.</p> <p>US or separation + 2 years, as applicable.</p>	<p><b>Retention Note:</b> Documents that serve as payroll deduction authorizations must be maintained for the retention period prescribed for item number GR1050-50.</p>
GR1050-08c			PERMANENT.	



Record Number	Record Title	Record Description	Retention Period	Remarks
	<b>EMPLOYEE PENSION AND BENEFITS RECORDS</b>	Annual reports from a pension system or fund.		
<b>*GR1050-09</b>	<b>EMPLOYEE RECOGNITION RECORDS</b>	Award committee reports, selection criteria, nominations, and similar administrative records of employee award or incentive programs.	2 years.	<b>Retention Note:</b> For records of an award/commendation given to an individual employee, see item number GR1050-03.
<b>GR1050-10</b>	<b>EMPLOYEE SECURITY RECORDS</b>			
<b>GR1050-10a</b>	<b>EMPLOYEE SECURITY RECORDS</b>	Records created to control and monitor the issuance of keys, identification cards, passes, or similar instruments of identification and access.	US, date of expiration, or date of separation + 2 years, as applicable.	
<b>GR1050-10b</b>	<b>EMPLOYEE SECURITY RECORDS</b>	Records relating to the issuance of parking permits.	US.	



Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-11	<b>EMPLOYEE SELECTION RECORDS</b>	Notes of interviews with candidates; audio and videotapes of job interviews; applicant rosters; eligibility lists; test ranking sheets; justification statements for violating eligibility or ranking sequence; and previous injury checks; offers of employment letters; and similar records documenting the filling of a vacant position.	2 years from the creation (or receipt) of the record or the personnel action involved, whichever later.	By regulation - 29 CFR 1602.31, 1602.40, and 1602.49.  <b>Retention Note:</b> See GR1050-36 for background and criminal history checks.
GR1050-12	<b>EMPLOYEE SERVICE RECORDS</b>	Summary employment history record for each employee maintained on one or more forms, containing the following <b>minimum</b> information: name; sex; date of birth; social security number; positions held with dates of hire, promotion, transfer, or	Date of separation + 75 years.	For other information on employees that must also be retained either as part of this record or in another form, see item numbers GR1050-52 (b) and GR1050-54(a).  <b>Retention Notes:</b> a) This schedule does not require the creation of an employee service record of the type

Record Number	Record Title	Record Description	Retention Period	Remarks
		<p>demotion; dates of leaves of absence or suspension that affect computation of length of service; wage or salary rate for each position held, including step or merit increases within grades; most recent public access option form; and date of separation.</p>		<p>described, but the creation of the record is strongly recommended to allow frequent disposal of documents from which information has been summarized. If an employee service record is not maintained, documents (e.g., employment applications, personnel action forms) containing the prescribed information must be retained date of separation + 75 years. More than one document providing the same element of required information need not be retained.</p> <p>b) The Teacher Service Record (Texas Education Agency Form FIN-115 or its equivalent), containing information required by statute or regulation, shall be considered an employee service</p>

Record Number	Record Title	Record Description	Retention Period	Remarks
				<p>record of the type described and must be retained date of separation + 75 years.</p> <p>c) Salary or wage data on an employee service record may be indicated by grade and step numbers if all corresponding wage rate tables (see item number GR1050-59) applicable to a person's employment history are retained date of separation + 75 years.</p>
GR1050-13	<b>EMPLOYMENT ADVERTISEMENTS OR ANNOUNCEMENTS</b>	Advertisements or postings relating to job openings, promotions, training programs, or overtime opportunities, including jobs orders submitted to employment agencies.	2 years.	By regulation - 29 CFR 1602.31, 1602.40, and 1602.49.
*GR1050-14	<b>EMPLOYMENT APPLICATIONS</b>			

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-14a	EMPLOYMENT APPLICATIONS	Applications, transcripts, letters of reference, and similar documents whose submission by candidates for vacant positions (both hired and not hired) or for promotion, transfer, or training opportunity (both selected and not selected) is required on the application form, by application procedures, or in the employment advertisement.	2 years from the creation (or receipt) of the record or the personnel action involved, whichever later.	By regulation - 29 CFR 1602.31, 1602.40, and 1602.49.
GR1050-14b	EMPLOYMENT APPLICATIONS	Samples of publications, artwork, or other products of prior achievement not returned to applicants.	AV.	
GR1050-14c	EMPLOYMENT APPLICATIONS	Transcripts of persons <b>hired</b> if state or federal law or regulation mandates a level	Date of separation + 5 years.	<b>Retention Note:</b> If applicant screening or hiring decisions are based on resumés, with only successful

Record Number	Record Title	Record Description	Retention Period	Remarks
		of education needed to qualify for employment (e.g., school district professional and paraprofessional personnel). See also item number GR1050-28(a).		or interviewed candidates completing employment applications, then resumés of persons not hired must be kept for the same period as employment applications. If resumés are supplemental to employment application forms, they need only be retained as long as administratively valuable.
GR1050-15	<b>EMPLOYMENT CONTRACT/COLLECTIVE BARGAINING RECORDS</b>			
GR1050-15a	<b>EMPLOYMENT CONTRACT/COLLECTIVE BARGAINING RECORDS</b>	Contracts and agreements, including collective bargaining agreements, between a local government and an employee or a group of employees, including written	Last effective date of contract + 4 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
		acceptances of such contracts.		
GR1050-15b	<b>EMPLOYMENT CONTRACT/COLLECTIVE BARGAINING RECORDS</b>	Records relating to the negotiation of collective bargaining agreements or similar group contracts, including reports; correspondence; mediation or arbitration agreements; the proceedings, findings, and awards of arbitration boards; and similar records.	Last effective date of contract + 4 years or, if no agreement or contract results, 4 years.	
GR1050-16	<b>EQUAL EMPLOYMENT OPPORTUNITY RECORDS AND REPORTS</b>			
GR1050-16a	<b>EQUAL EMPLOYMENT OPPORTUNITY RECORDS AND REPORTS</b>	Reports, analyses, or statistical data compiled from source documentation used to complete EEO reports.	3 years.	By regulation - 29 CFR 1602.30, 1602.39, and 1602.48.
			3 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-16b	<b>EQUAL EMPLOYMENT OPPORTUNITY RECORDS AND REPORTS</b>	EEO-1, EEO-4, EEO-5, and EEO-6 reports.		By regulation - 29 CFR 1602.32, 1602.41, and 1602.50.
GR1050-16c	<b>EQUAL EMPLOYMENT OPPORTUNITY RECORDS AND REPORTS</b>	Case files relating to discrimination complaints, including complaints, legal and investigative documents, exhibits, related correspondence, withdrawal notices, and decisions or judgments.	Resolution of case + 3 years.	
GR1050-17	<b>EQUAL PAY RECORDS</b>	Reports, studies, aggregated or summarized data, and similar documentation compiled to monitor and demonstrate compliance with the Equal Pay Act.	2 years.	By regulation - 29 CFR 1620.32(c).
GR1050-18	<b>FIDELITY BONDS</b>		Effective life of bond + 5 years.	<b>Retention Note:</b> Does not include the Official Bond Record maintained by county clerks, which must be retained <b>PERMANENTLY.</b>



Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-19	FINGERPRINT CARDS		Date of separation + 5 years.	<b>Retention Note:</b> If fingerprint cards are created for all applicants for a position, those of persons not hired must be retained 2 years under item number GR1050-14.
*GR1050-20	GRIEVANCE RECORDS	Records relating to the review of employee grievances against personnel policies, working conditions, etc.	Final decision on the grievance + 2 years.	<b>Retention Note:</b> Do not confuse these records with those involving EEO complaints [see item number GR1050-16 (c)].
*GR1050-21	JOB EVALUATIONS	Job evaluations, performance appraisals, or other similar documents used to evaluate the performance of employees.	US + 2 years or date of separation + 2 years, whichever sooner.	By regulation – 29 CFR 1620.32(c).  <b>Retention Notes:</b> a) Refer to SD3575-05 pertaining to evaluations on school teachers.  b) Refer to Retention Note (f) on page 1 of this schedule for evaluations of certain



Record Number	Record Title	Record Description	Retention Period	Remarks
				Sheriff's office employees.
GR1050-22	MEDICAL AND EXPOSURE REPORTS			
*GR1050-22a	MEDICAL AND EXPOSURE REPORTS	Health, physical or psychological examination reports or certificates of all job applicants if physical or psychological condition is a factor in hiring decisions, including the promotion, transfer, or selection for training of current personnel.	2 years from the date of creation or personnel action involved, whichever is later.	By regulation - 29 CFR 1602.31, 1602.40, and 1602.49.
GR1050-22b	MEDICAL AND EXPOSURE REPORTS	Health or physical examination reports or certificates of employees for whom periodic monitoring of health or fitness is required.		

Record Number	Record Title	Record Description	Retention Period	Remarks
		<p>(1) For employees exposed in the course of their work to toxic substances, harmful physical agents, or bloodborne pathogens.</p> <p>(2) For all other employees.</p>	<p>Date of separation + 30 years.</p> <p>US + 2 years.</p>	<p>By regulation - 29 CFR 1910.1020(d)(1)(i)-(iii).</p>
<p><b>GR1050-22c</b></p>	<p><b>MEDICAL AND EXPOSURE REPORTS</b></p>	<p>Environmental, biological, and material safety monitoring reports concerning toxic substances and harmful physical agents in the workplace, including analyses derived from such reports.</p>	<p>30 years.</p>	<p>By regulation - 29 CFR 1910.1020(d)(1)(ii). See Local Schedule PW 5450-01 for Asbestos Management Records.</p>
<p><b>*GR1050-22d</b></p>	<p><b>MEDICAL AND EXPOSURE REPORTS</b></p>	<p>Records of controlled substances and alcohol use and testing.</p>	<p>5 years.</p>	<p>By regulation - 49 CFR 382.403.</p>

Record Number	Record Title	Record Description	Retention Period	Remarks
		<p>(1) Records of driver alcohol test results indicating an alcohol concentration of 0.02 or greater; records of driver verified positive controlled substances test results; documentation of refusals to take required alcohol and/or controlled substances tests; driver evaluation and referrals; calibration documentation; records related to the administration of the alcohol and controlled substances testing programs; copy of each annual calendar year summary required by 49 CFR 382.403.</p> <p>(2) Records related to the alcohol and controlled</p>	<p>2 years.</p> <p>1 year.</p>	

Record Number	Record Title	Record Description	Retention Period	Remarks
		substances collection process.  (3) Records of negative and canceled controlled substances test results and alcohol test results with a concentration of less than 0.02.		
*GR1050-23	<b>OATHS OF OFFICE</b>	Any oaths or affirmations required of local government employees or officers. Includes the Statement of Elected Officer (Secretary of State Form 2201).	US + 5 years or 5 years after leaving position for which oath required, whichever is applicable.	
*GR1050-24	<b>PERSONNEL ACTION OR INFORMATION NOTICES</b>	Documents used by personnel officers to create or change information in the personnel records of individual employees concerning hiring, termination, transfer, pay	2 years from the date of creation or the personnel action involved, whichever is later.	By regulation - 29 CFR 1602.31, 1602.40, and 1602.49.

Record Number	Record Title	Record Description	Retention Period	Remarks
		grade, position or job title, leaves of absence, name changes, and similar personnel actions <b>except</b> those noted elsewhere in this part.		
GR1050-25	<b>PERSONNEL STUDIES AND SURVEYS</b>	Studies, statistical reports, surveys, cost analyses and projections, and similar records, <b>except</b> those noted elsewhere in this part, on any aspect of the personnel management or administration of a local government.	3 years.	<b>Retention Note:</b> Review before disposal; some documents may merit <b>PERMANENT</b> retention for historical reasons.
GR1050-26	<b>POSITION DESCRIPTION, CLASSIFICATION, AND STAFF MONITORING RECORDS</b>			
GR1050-26a	<b>POSITION DESCRIPTION, CLASSIFICATION, AND STAFF MONITORING RECORDS</b>	Job descriptions, including any associated task or skill statements. Also includes	US or position abolished + 4 years.	By regulation - 40 TAC 815.106(i).

Record Number	Record Title	Record Description	Retention Period	Remarks
		documentation concerning the development and analysis of job descriptions and classification systems, including survey, review and audit reports; classification standards and guidelines; selection criteria; determination of classification appeals; etc.		
GR1050-26b	<b>POSITION DESCRIPTION, CLASSIFICATION, AND STAFF MONITORING RECORDS</b>	Position staffing and vacancy reports.	US.	
GR1050-26c	<b>POSITION DESCRIPTION, CLASSIFICATION, AND STAFF MONITORING RECORDS</b>	Personnel requisitions.	2 years.	
*GR1050-27	<b>REDUCTION IN FORCE PLANS</b>	Reduction in force plans and any related documentation.	US, or if implemented, 2 years from date of last reduction in force action	

Record Number	Record Title	Record Description	Retention Period	Remarks
			under the plan.	
GR1050-28	TRAINING AND EDUCATIONAL ACHIEVEMENT RECORDS			For other records relating to aptitude or skills tests <b>required</b> of job applicants or of current personnel to qualify for promotion or transfer see item number GR1050-02.
GR1050-28a	TRAINING AND EDUCATIONAL ACHIEVEMENT RECORDS	Certificates of completion, transcripts, test scores, or similar records documenting the training, testing, or continuing education achievements of an employee if such training or testing is required for the position held or if the educational or skill attainment or enhancement affects or could affect career advancement in the local government or, in the case of licensed or	Date of separation + 5 years.	<b>Retention Note:</b> If information concerning training or testing (e.g., test scores) is transferred to an Employee Service Record (item number GR1050-12), the document from which the information is taken need be retained for only 2 years.



Record Number	Record Title	Record Description	Retention Period	Remarks
		certified personnel (e.g., school professionals, firefighters, police officers, health care professionals), in other governments or the private sector.		
GR1050-28b	<b>TRAINING AND EDUCATIONAL ACHIEVEMENT RECORDS</b>	Records documenting the planning, development, implementation, administration and evaluation of in-house training programs.	2 years.	
GR1050-28c	<b>TRAINING AND EDUCATIONAL ACHIEVEMENT RECORDS</b>	Training manuals, syllabuses, course outlines, and similar training aids used in in-house training programs.	US, expired, or discontinued + 2 years.	
GR1050-28d	<b>TRAINING AND EDUCATIONAL ACHIEVEMENT RECORDS</b>	Skill or achievement measurement records of a training group or class as a whole	2 years.	<b>Retention Note:</b> If the only information documenting the in-house training of an employee of the types described in (a) is



Record Number	Record Title	Record Description	Retention Period	Remarks
		(e.g., rosters with scores).		contained in the measurement records of a group or class as a whole, the group records must be retained for the date of separation + 5 years for all employees included in the group records.
GR1050-29	<b>UNEMPLOYMENT COMPENSATION CLAIMS RECORDS</b>	Unemployment claims, pertinent correspondence, and similar records documenting unemployment compensation cases.	After closed + 5 years.	
*GR1050-30	<b>VERIFICATIONS OF EMPLOYMENT ELIGIBILITY ( Form I-9)</b>		3 years from hire or 1 year after separation, whichever later.	By regulation - 8 CFR 274a.2(b)(2)(i)(A) and (c)(2)  <b>Retention Note:</b> If a former employee is rehired and a Form I-9 is still on file for the employee, the 3-year retention period dates from date of first hire.

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-31	WORK SCHEDULES	Work, duty, shift, crew, case schedules, rosters, or assignments <b>except</b> work schedules includable in item number GR1050-56.	1 year.	
*GR1050-32	WORKERS COMPENSATION CLAIM RECORDS	Records of accidents to or job-related illnesses of employees.		<b>Retention Note:</b> Refer to GR1050-22b (1) for any medical or exposure records created or collected.
*GR1050-32a	WORKERS COMPENSATION CLAIM RECORDS	Initial and supplemental incident forms, reports, or logs.	CE + 5 years.	By regulation - 29 CFR 1904.33.  <b>Retention Note:</b> If a claim is filed as a result of the accident or illness any forms or reports related to the incident must be retained under GR1050-32b.
*GR1050-32b	WORKERS COMPENSATION CLAIM RECORDS	Records of workers compensation claims filed by employees,		

Record Number	Record Title	Record Description	Retention Period	Remarks
		including any reports or investigations used to determine eligibility.  (1) If the local government is self-insured.  (2) If the local government is not self-insured.	CE of closure of claim + 50 years.  CE + 5 years.	
*GR1050-33	<b>FINANCIAL DISCLOSURE STATEMENTS</b>	Financial disclosure statements of officers and/or employees of a local government required by Local Government Code Section 145.007(c) or 159.007(c).	Date of separation + 2 years.	By law – Local Government Code, Section 145.007(c); 159.007(c).  <b>Retention Notes:</b> a) For campaign contribution and expenditure statements see item number EL3125-01 in Local Schedule EL (Records of Elections and Voter Registration).

Record Number	Record Title	Record Description	Retention Period	Remarks
				b) See item number EL3125-04 for financial disclosure statements of local government candidates.
*GR1050-34	PUBLIC ACCESS OPTION FORMS	Form completed and signed by employee or official, or former employee or official, electing to keep home address, home telephone number, social security number, and family information open or confidential under the Public Information Act, Government Code 552.024.	US.	<b>Retention Note:</b> The last public access option form completed by an employee prior to termination of employment must be retained as part of the Employee Service Record (see record number GR1050-12 in this schedule).
GR1050-35	EMPLOYEE EXIT INTERVIEWS	Records of interviews and other supporting documentation conducted at time of employee termination.	Date of separation + 2 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-36	<b>CRIMINAL HISTORY CHECKS</b>	Used for condition of or in conjunction with employment application.	End of employee's probationary period or after immediate purpose has been fulfilled, as applicable.	<p>By law - Government Code, Chapter 411 Subchapter F for certain education institutions and fire departments, and by authority of this schedule for all other local governments.</p> <p><b>Retention Note:</b> A local government that is authorized to obtain criminal history recorded information from the Texas Department of Public Safety must refer to Subchapter F, Chapter 411, Government Code for appropriate retention and use of this information.</p>
*GR1050-37	<b>EMPLOYEE ACKNOWLEDGEMENT FORMS</b>	Employee acknowledgement forms or other documentation that show proof of receipt and awareness of local government policies and procedures.	US or date of separation +2 years, as applicable.	<p><b>Retention Note:</b> See item number GR1050-08b for acknowledgement forms of pension and deferred compensation policies and procedures.</p>

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-38	<b>UNSOLICITED RÉSUMÉS</b>	Unsolicited résumés received by local governments not used in the employment selection process.	AV.	<b>Retention Note:</b> See item number GR1050-14 for résumés, whether solicited or unsolicited, that are used in any way in the employment selection process.
GR1050-39	<b>VOLUNTEER SERVICE FILES</b>	Information about individual volunteers and duties they perform.	US or date of separation + 3 years.	
*GR1050-40	<b>APPLICATIONS FOR PERMANENT EMPLOYMENT CERTIFICATION (ETA Form 9089)</b>	Includes applications and supporting documentation, including employment applications, summaries of recruitment efforts, job postings, newspaper advertisements, job orders with the Texas Workforce Commission, and correspondence with the U.S. Department of Labor and attorneys.	Date of filing of application + 5 years.	



Record Number	Record Title	Record Description	Retention Period	Remarks
*GR1050-41	OUTSIDE/SECONDARY EMPLOYMENT AUTHORIZATIONS	Personnel forms requesting permission to perform at a job outside of the local government.	Date of separation or until superseded + 2 years, as applicable.	
*GR1050-42	LICENSE AND DRIVING RECORD CHECKS		US or date of separation.	<b>Retention Note:</b> See item number SD3500-03c for driving record checks of school bus drivers.
*GR1050-43	LABOR STATISTICS REPORTS	Reports providing statistical information on labor force.	3 years.	
*GR1050-44	AMERICANS WITH DISABILITIES ACT (ADA) DOCUMENTATION	Self evaluations and plans documenting compliance with the requirements of the Americans with Disabilities Act.	3 years.	By regulation - 28 CFR 35.105(c).

[return to top](#)

### SECTION 3-2: Payroll Records

**Retention Note:** Other Accounting Records - This section supplements Section 2-2 and schedules financial and accounting records found in most local governments specific to the disbursement of payroll. If a payroll-related record is not scheduled in this section, use



Section 2-2 for the comparable record; e.g., payroll fund reconciliations should be retained for FE + 5 years under the retention for Banking Records (see item number GR1025-28).

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-50	<b>DEDUCTION AUTHORIZATIONS</b>	Documentation used to start, modify, or stop all voluntary or required deductions from payroll, including orders of garnishment or other court-ordered attachments.	4 years after separation or 4 years after amendment, expiration, or termination of authorization, whichever sooner.	
GR1050-51	<b>DIRECT DEPOSIT APPLICATIONS/ AUTHORIZATIONS</b>		US or date of separation, as applicable.	
GR1050-52	<b>EARNINGS AND DEDUCTION RECORDS</b>			
GR1050-52a	<b>EARNINGS AND DEDUCTION RECORDS</b>	A record containing the following payroll information on each employee: name, last known address and social security number, amount of wages paid to the employee for each	Retention of any one of the following records for 5 years by school districts or 4 years by other local governments will satisfy the retention requirement:	By regulation - 20 CFR 404.1225(b) (3) and 40 TAC 815.106 (i).

Record Number	Record Title	Record Description	Retention Period	Remarks
		payroll period, including all deductions, and date of payment.	1) Individual employee earnings card or record that shows earnings and deductions for each pay period.  2) Master payroll register which shows earnings and deductions for each pay period.	
<b>GR1050-52b</b>	<b>EARNINGS AND DEDUCTION RECORDS</b>	A record containing the following minimum pension and deferred compensation information on each employee: name, date of birth, social security number, and amount of pension and deferred compensation deductions.	The retention of any one of the following for date of separation + 75 years will satisfy the retention requirement:  1) Individual employee earnings card or record as in (a)(1).  2) Employee Service Record (see item number	

Record Number	Record Title	Record Description	Retention Period	Remarks
			<p>GR1050-12) if it contains the prescribed pension and deferred compensation deduction data.</p> <p>3) Master payroll register, or the final year-to-date register of each calendar year, if the register shows <b>all</b> persons employed during the year from whose wages, pension, and deferred compensation deductions were made.</p>	
<p><b>GR1050-52b</b> <b>(continued)</b></p>	<p><b>EARNINGS AND DEDUCTION RECORDS</b></p>		<p>4) Pension and deferred compensation deduction register, or the final year-to-date pension deduction register of each calendar year, if the register lists <b>all</b> persons employed during</p>	

Record Number	Record Title	Record Description	Retention Period	Remarks
			<p>the year from whose wages pension and deferred compensation deductions were made.</p> <p>5) Copies of annual or other periodic statements furnished to each employee detailing the deductions and contributions to a pension or deferred compensation plan during the past year or period.</p>	
GR1050-52c	<b>EARNINGS AND DEDUCTION RECORDS</b>	Master payroll register, including year-to-date registers, <b>if not used</b> to satisfy either of the retention requirements set in (a) or (b).	FE + 5 years for school districts; FE + 3 years for other governments.	
GR1050-52d		Subsidiary payroll registers, <b>if not</b>		

Record Number	Record Title	Record Description	Retention Period	Remarks
	<b>EARNINGS AND DEDUCTION RECORDS</b>	<p><b>used</b> to satisfy either of the retention requirements set in (a) or (b).</p> <p>(1) If data contained in the subsidiary payroll register <b>is not</b> contained in the master payroll register.</p> <p>(2) If data contained in the subsidiary payroll register <b>is</b> contained in the master payroll register.</p>	<p>FE + 5 years for school districts; FE + 3 years for other governments.</p> <p>AV.</p>	
GR1050-52e	<b>EARNINGS AND DEDUCTION RECORDS</b>	Copies of annual or other periodic statements furnished to each employee detailing the deductions and contributions to a pension or deferred compensation plan during the past	2 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
		year or period, if <b>not used</b> to satisfy the retention requirement set in (b).		
GR1050-52f	<b>EARNINGS AND DEDUCTION RECORDS</b>	Payroll adjustment records, including transaction registers, authorizations, and similar records authorizing and detailing adjustments to payroll records because of overpayment, underpayment, etc.	FE + 5 years for school districts; FE + 3 years for other governments.	
GR1050-53	<b>FEDERAL AND STATE TAX FORMS AND REPORTS</b>			
GR1050-53a	<b>FEDERAL AND STATE TAX FORMS AND REPORTS</b>	Forms used to determine withholding from wages and salaries for payroll tax purposes (W-4 Forms).	4 years after separation or 4 years after form amended, whichever sooner.	By regulation - 20 CFR 404.1225(b) (3), 26 CFR 31.6001-1(e) (2) for federal forms and by authority of this schedule

Record Number	Record Title	Record Description	Retention Period	Remarks
				for any state forms.
GR1050-53b	<b>FEDERAL AND STATE TAX FORMS AND REPORTS</b>	Forms and reports used to report the collection, distribution, deposit, and transmittal of payroll or unemployment taxes (W-2, 1099).	4 years after tax due date or date tax paid, whichever later.	By regulation - 20 CFR 404.1225(b) (3), 26 CFR 31.6001-1(e) (2) for federal forms and by authority of this schedule for state forms.
GR1050-54	<b>LEAVE RECORDS</b>			
GR1050-54a	<b>LEAVE RECORDS</b>	A record containing a record of the unused accumulated sick leave of each employee if (1) all or a percentage of accumulated sick leave is used to calculate length of service and/or (2) accumulated sick leave is creditable to an employee if rehired.	The retention of any one of the following for date of separation + 75 years will satisfy the retention requirement:  1) Individual employee earnings card or record as described in item number GR1050-52a if it also	



Record Number	Record Title	Record Description	Retention Period	Remarks
			<p>contains accumulated sick leave data.</p> <p>2) Employee Service Record (see item number GR1050-12) if it contains the accumulated sick leave data prescribed.</p> <p>3) Copy of the final time summary or leave status report, as noted in (d), of each separated employee.</p>	
<b>GR1050-54b</b>	<b>LEAVE RECORDS</b>	Requests and authorizations for vacation, compensatory, sick, Family and Medical Leave Act (FMLA), and other types of authorized leave, and supporting documentation.	FE + 5 years for school districts; FE + 3 years for other governments.	By regulation - 29 CFR 825.500.
<b>GR1050-54c</b>	<b>LEAVE RECORDS</b>			

Record Number	Record Title	Record Description	Retention Period	Remarks
		Leave or hours-to-date registers.	FE + 5 years for school districts; FE + 3 years for other governments.	
GR1050-54d	LEAVE RECORDS	Copies of periodic time summary or leave status reports furnished to each employee containing information on vacation, sick, compensatory, or other leave earned and used, including the final report of separated employees <b>if they are not used</b> to satisfy the retention requirement set in (a).	2 years.	
GR1050-55	PAYROLL ACTION OR INFORMATION NOTICES	Documents used by payroll officers to create or change information in the payroll records of individual employees <b>except</b> deduction authorizations (see		

Record Number	Record Title	Record Description	Retention Period	Remarks
		item number GR1050-50) and federal tax forms [see item number GR1050-53(a)].		
*GR1050-55a	<b>PAYROLL ACTION OR INFORMATION NOTICES</b>	Documents concerning hiring, termination, transfer, pay grade, position or job title, name changes, etc.	2 years from the date of creation or personnel action involved, whichever is later.	By regulation - 29 CFR 1602.31, 1602.40, and 1602.49.  <b>Retention Note:</b> Refer to GR1050-12 in this schedule as some information must be kept in Employee Service Record.
GR1050-55b	<b>PAYROLL ACTION OR INFORMATION NOTICES</b>	Documents concerning adjustments to payroll and leave status.	FE + 3 years.	<b>Retention Note:</b> Refer to GR1050-12 in this schedule as some information must be kept in Employee Service Record.

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-56	<b>TIME AND ATTENDANCE REPORTS</b>	Time cards or sheets, including work schedules and documentation evidencing adherence to or deviation from normal hours for those employees working on fixed schedules.	4 years.	By regulation - 40 TAC 815.106(i).
GR1050-57	<b>TIME CHANGE RECORDS</b>	Requests and authorizations for overtime, time trading, and other actions that affect normal work time <b>except</b> leave requests [see item number GR1050-54 (c)].	2 years.	
GR1050-58	<b>REIMBURSABLE ACTIVITIES, REQUESTS AND AUTHORIZATIONS TO ENGAGE IN</b>	Requests and authorizations for travel; participation in educational programs, workshops, or college classes; or for other <i>bona fide</i> work-related activities in which the expenses of an	FE + 5 years for school districts; FE + 3 years for other governments.	

Record Number	Record Title	Record Description	Retention Period	Remarks
		employee are defrayed or reimbursed.		
GR1050-59	WAGE AND SALARY RATE TABLES			
GR1050-59a	WAGE AND SALARY RATE TABLES	If wage or salary rate for each position listed on an Employee Service Record (see item number GR1050-12) is expressed in dollars.	2 years after last effective date.	By regulation - 29 CFR 516.6 (a)(2).
GR1050-59b	WAGE AND SALARY RATE TABLES	If wage or salary rate for each position listed on an Employee Service Record (see item number GR1050-12) is indicated by grade or step number only.	Date of separation + 75 years.	

[return to top](#)

## PART 4: Support Services Records

### SECTION 4-1: Purchasing Records

**Retention Notes:** Relationship with Accounts Payable Records - In a local government in which purchasing and accounts payable records (see item number GR1025-26) are maintained by the same individual or department, duplicate copies of a record need not be created and/or retained to satisfy the retention requirements of this section if the record is used in documenting both the ordering and procurement of and payment for goods and services. In such instances, retention requirements for accounts payable records prevail over those noted in this section.

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1075-01	BIDS AND BID DOCUMENTATION			
GR1075-01a	BIDS AND BID DOCUMENTATION	Successful bids and requests for proposals, including invitations to bid, bid bonds and affidavits, bid sheets, and similar supporting documentation.	FE of award + 5 years for school districts; FE + 3 years for other governments.	<b>Retention Note:</b> If a formal written contract is the result of a successful bid or request for proposal, the successful bid or request for proposal and its supporting documentation must be retained for the same period as the contract. See item number GR1000-25.
		Unsuccessful bids.	2 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1075-01b	<b>BIDS AND BID DOCUMENTATION</b>			
GR1075-01c	<b>BIDS AND BID DOCUMENTATION</b>	Requests for informal bid estimates, quotes, or responses from providers for the procurement of goods or services for which state law or local policy does not require the formal letting of bids.	1 year.	
GR1075-01d	<b>BIDS AND BID DOCUMENTATION</b>	Requests for information (RFI) preliminary to the procurement of goods or services by direct purchase or bid.	AV after date of direct purchase, issuance of request for bids, or decision not to proceed with the procurement, as applicable.	
*GR1075-02	<b>PARTS AND SUPPLIES INVENTORY RECORDS</b>	Inventories of parts and supplies.	1 year.	
GR1075-03				



Record Number	Record Title	Record Description	Retention Period	Remarks
	<b>PURCHASE ORDER AND RECEIPT RECORDS</b>			
<b>GR1075-03a</b>	<b>PURCHASE ORDER AND RECEIPT RECORDS</b>	Purchase orders, requisitions, and receiving reports.	FE + 5 years for school districts; FE + 3 years for other governments.	
<b>GR1075-03b</b>	<b>PURCHASE ORDER AND RECEIPT RECORDS</b>	Purchasing log, register, or similar record providing a chronological record of purchase orders issued, orders received, and similar data on procurement status.	FE + 3 years.	
<b>GR1075-03c</b>	<b>PURCHASE ORDER AND RECEIPT RECORDS</b>	Packing slips and order acknowledgments.	AV.	
<b>GR1075-03d</b>	<b>PURCHASE ORDER AND RECEIPT RECORDS</b>	Vendor and commodity lists.	US.	
<b>GR1075-04</b>	<b>W-9 FORM - REQUEST FOR TAXPAYER IDENTIFICATION NUMBER (TIN)</b>	W-9 IRS Form used to request a taxpayer identification number (TIN) for reporting	Date account is opened or date instrument purchased + 3 years.	By regulation - 26 CFR 31.3406(h)-3 (g).

Record Number	Record Title	Record Description	Retention Period	Remarks
	<b>AND CERTIFICATION</b>	information to IRS. This includes W-9 forms received by local governments from vendors.		

[return to top](#)

**SECTION 4-2: Facility, Vehicle, and Equipment Management Records**

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1075-15	<b>ACCIDENT AND DAMAGE REPORTS (PROPERTY)</b>	Reports of accidents or damage to facilities, vehicles, or equipment if no personal injury is involved.	3 years.	<b>Retention Note:</b> For accident reports involving personal injury see item numbers GR1000-20 and GR1050-32.
GR1075-16	<b>CONSTRUCTION PROJECT RECORDS</b>			
*GR1075-16a	<b>CONSTRUCTION PROJECT RECORDS</b>	Records concerning the planning, design, construction, conversion, or modernization of local government-owned facilities, structures, infrastructure (i.e. electrical lines,	LA + 10 years.	<b>Retention Notes:</b> a) Review before disposal; some records may merit PERMANENT retention for historical reasons.  b) If a structure, facility, or system is

Record Number	Record Title	Record Description	Retention Period	Remarks
		underground water lines), and systems, including feasibility, screening, and implementation studies; topographical and soil surveys and reports; architectural and engineering drawings, elevations, profiles, blueprints, and as-builts; inspection and investigative reports; laboratory test reports; environmental impact statements; construction contracts and bonds; correspondence; and similar documentation <b>except as described in (b), (c) or (d).</b>		sold or transferred to another person or entity, the local government must retain the original records relating to its construction to fulfill retention requirements. Copies of the records may be given to the person or entity to which the structure, facility, or system is sold or transferred.  c) Records of the types described relating to places eligible for or already listed as historic by national, state, or local organizations or authorities must be retained <b>PERMANENTLY.</b>
*GR1075-16b	<b>CONSTRUCTION PROJECT RECORDS</b>	Records of the types described in GR1075-16a relating to the construction of prefabricated storage sheds, bus shelters, parking lot kiosks, non-structural recreational facilities	Completion of the project + 10 years.	<b>Retention Notes:</b> a) Review before disposal; some records may merit <b>PERMANENT</b> retention for historical reasons. Records relating to construction of some of the

Record Number	Record Title	Record Description	Retention Period	Remarks
		<p>such as baseball diamonds and tennis courts, and similar structures and facilities.</p>		<p>described structures will have historical value if they are closely associated with a major structure as described in GR1075-16a. For example, records relating to the construction of gazebos, fountains, walls, or statuary located on the grounds of a county courthouse are part of the landscape of the courthouse and its grounds and should be retained <b>PERMANENTLY</b>.</p> <p>b) Records of the types described relating to places eligible for or already listed as historic by national, state, or local organizations or authorities must be retained <b>PERMANENTLY</b>.</p> <p>c) If the construction of a structure described in GR1075-16b includes</p>

Record Number	Record Title	Record Description	Retention Period	Remarks
				infrastructure (i.e. electrical lines, underground water lines, etc.), records of the infrastructure must be maintained Life of Asset + 10 years.
*GR1075-16c	<b>CONSTRUCTION PROJECT RECORDS</b>	Records relating to construction projects described in GR1075-16a and GR1075-16b, that are transitory or of ephemeral relevance, and are not required for maintaining, modifying, and repurposing the building or structure. Records may include, but are not limited to, records of architectural and engineering draft design plans and specifications that precede the signed and sealed versions, delivery tickets for expendable products, daily work reports, etc.	5 years.	<b>Retention Note:</b> Records of the types described relating to places eligible for or already listed as historic by national, state, or local organizations or authorities must be retained <b>PERMANENTLY.</b>

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR1075-16d	<b>CONSTRUCTION PROJECT RECORDS</b>	Line Locate Requests, Call Before You Dig records, or other similar records documenting requests for information regarding locations of the underground cable or utility lines.	Completion of project requiring the locate request + 2 years.	<b>Retention note:</b> If damage to utility lines becomes subject to litigation, the locate records must be retained in accordance with GR1000-31 (Litigation Case Files).
GR1075-17	<b>LOST AND STOLEN PROPERTY REPORTS</b>		FE + 3 years.	
GR1075-18	<b>MAINTENANCE, REPAIR, AND INSPECTION RECORDS</b>	Records documenting the maintenance, repair, and inspection of facilities, vehicles, and equipment.		<b>Retention Note:</b> This record group schedules records of maintenance and repair to general-purpose vehicles, office equipment, and office facilities. For retention requirements for the maintenance and repair of specialized vehicles (e.g., police cars, fire trucks, school buses), equipment (e.g., airport runway beacons, traffic lights), or

Record Number	Record Title	Record Description	Retention Period	Remarks
				facilities (e.g., wastewater treatment plants) see other commission schedules.
GR1075-18a	<b>MAINTENANCE, REPAIR, AND INSPECTION RECORDS</b>	Vehicles and equipment.  (1) Routine inspection records.  (2) Maintenance and repair records.	1 year.  Life of asset.	<b>Retention Note:</b> If a vehicle is salvaged as the result of an accident, the maintenance and repair records for the vehicle must be retained for date of salvage + 1 year.
GR1075-18b	<b>MAINTENANCE, REPAIR, AND INSPECTION RECORDS</b>	Facilities.  (1) Routine cleaning, janitorial, and inspection work.	1 year.	



Record Number	Record Title	Record Description	Retention Period	Remarks
		(2) All other facility maintenance, repair and inspection records (including those relating to plumbing, electrical, fire suppression, and other infrastructural systems).	5 years.	<b>Retention Note:</b> Records of the types described relating to government-owned structures or places eligible for or already listed as historic by national, state, or local organizations or authorities must be retained <b>PERMANENTLY.</b>
*GR1075-19	<b>SERVICE REQUESTS/WORK ORDERS</b>	Requests or work order for repairs or maintenance to facilities, vehicles, or equipment.	2 years.	<b>Retention Note:</b> If work orders serve as the only form of record documenting repairs to vehicles or equipment [see item number GR1075-18(a)] they must be retained for the life of the vehicle or equipment.
GR1075-20	<b>USAGE REPORTS</b>	Reports of usage of facilities, vehicles, and equipment.		
	<b>USAGE REPORTS</b>			

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR1075-20a		Any type of usage report (e.g., mileage, fuel consumption, copies run) if such reports are the basis for allocating costs, for determining payment under rental or lease agreements, etc.	FE + 5 years for school districts; FE + 3 years for other governments.	
*GR1075-20b	<b>USAGE REPORTS</b>	Reservation logs or similar records relating to the use of facilities such as meeting rooms, auditoriums, etc. by the public or other governmental agencies.	2 years.	
*GR1075-20c	<b>USAGE REPORTS</b>	Usage reports compiled for purposes other than those noted in (a) or (b).	1 year.	
GR1075-21	<b>VEHICLE OR EQUIPMENT ASSIGNMENT RECORDS</b>	Assignment logs, authorizations, and similar records relating to the assignment and use of government-owned vehicles or equipment by employees.	After return or reassignment + 2 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1075-22	VISITOR CONTROL REGISTERS	Logs, registers, or similar records documenting visitors to limited access or restricted areas.	3 years.	<b>Retention Note:</b> If the visitor control register is needed as part of an investigation it should be retained with the investigation case file PS4125-05.
*GR1075-23	VEHICLE AND EQUIPMENT WARRANTIES	Warranties for vehicles and equipment.	Expiration of warranty + 1 year.	
GR1075-24	VEHICLE TITLES AND REGISTRATIONS	Vehicle titles and registrations of government- owned vehicles.	LA.	
GR1075-25	SURVEILLANCE VIDEOS	Video surveillance for, but not limited to, security of property and persons.	AV.	<b>Retention Note:</b> If the surveillance video is needed as part of an investigation it should be retained with the investigation case file PS4125-05.
*GR1075-26	EQUIPMENT MANUALS	Equipment manuals, owner's manuals, instructional manuals, or other	LA.	

Record Number	Record Title	Record Description	Retention Period	Remarks
		similar documentation for government owned equipment, <b>except</b> for equipment manuals noted elsewhere in this schedule or other schedules adopted by the commission.		

[return to top](#)

**SECTION 4-3: Communications Records**

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1075-40	<b>POSTAL AND DELIVERY SERVICE RECORDS</b>			
GR1075-40a	<b>POSTAL AND DELIVERY SERVICE RECORDS</b>	Meter and permit usage records.	1 year.	
GR1075-40b	<b>POSTAL AND DELIVERY SERVICE RECORDS</b>	Registered, certified, insured, and special delivery mail receipts and similar records of transmittal by express or delivery companies.	1 year.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1075-41	<b>TELEPHONE LOGS OR ACTIVITY REPORTS</b>	Registers or logs of telephone calls and fax transmissions made and similar activity reports.		
GR1075-41a	<b>TELEPHONE LOGS OR ACTIVITY REPORTS</b>	If the log, report, or similar record is used for cost allocation purposes.	FE + 5 years for school districts; FE + 3 years for other governments.	
GR1075-41b	<b>TELEPHONE LOGS OR ACTIVITY REPORTS</b>	If the log, report, or similar record is used for internal control purposes other than cost allocation.	1 year.	
*GR1075-42	<b>E-RATE RECORDS</b>	E-Rate is the Schools and Libraries Program of the Universal Service Fund that provides discounts to schools and libraries for telecommunications and Internet access. E-Rate is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communication Commission (FCC).		

Record Number	Record Title	Record Description	Retention Period	Remarks
		All records related to the application for, receipt, and delivery of discounted telecommunications and other supported services.	FE + 10 years.	By regulation - 47 CFR 54.516.
<b>*GR1075-43</b>	<b>DIRECTORY INFORMATION</b>	Mailing addresses, telephone or fax numbers, or email addresses, or other contact information maintained by a local government on its employees or persons it serves.	US, expired, or discontinued.	

[return to top](#)

**SECTION 4-4: WORKPLACE SAFETY RECORDS**

Record Number	Record Title	Record Description	Retention Period	Remarks
<b>GR5750-01</b>	<b>BLOODBORNE PATHOGEN TRAINING RECORDS</b>	Records of training given to employees with exposure to bloodborne pathogens	3 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
		<p>showing the dates of training sessions, contents or summaries of the sessions, names and job titles of those who received training, and names and qualifications of instructors.</p>		
<p><b>*GR5750-02</b></p>	<p><b>FACILITY CHEMICAL LISTS</b></p>	<p>Copies of tier two forms containing information of hazardous chemicals present in local government facilities submitted to the fire chief of the fire department having jurisdiction over the facilities and to the Texas Department of State Health Services as required by Health and Safety Code, Section 506.006.</p>	<p>30 years.</p>	
<p><b>GR5750-03</b></p>	<p><b>HAZARD COMMUNICATION PLANS</b></p>	<p>Plans describing how criteria of the Hazard Communications</p>	<p>US + 5 years.</p>	<p>By law - Health and Safety Code, Section 502.009(g).</p>



Record Number	Record Title	Record Description	Retention Period	Remarks
		Act (Chapter 502, Health and Safety Code) with regard to the education and training of employees will be met.		
GR5750-04	<b>HAZARDOUS MATERIALS TRAINING RECORDS</b>	Records of training given to employees in a hazard communications program showing the date of each training session, subjects covered during the session, rosters of employees who attended, and the names of instructors.	5 years.	By law - Health and Safety Code, Section 502.009(g).
GR5750-05	<b>MATERIAL SAFETY DATA SHEETS (MSDS)</b>	Material safety data sheets (MSDS) supplied to local government employers by manufacturers or distributors of hazardous chemicals.	AV after receipt of updated sheet or the hazardous chemical is no longer present in the local government, as applicable.	
			30 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR5750-06	<b>WORKPLACE CHEMICAL LISTS</b>	Lists of hazardous chemicals, including superseded lists, compiled and maintained by local governments in accordance with the Health and Safety Code, Section 502.005.		<p>By law - Health and Safety Code, Section 502.005(d).</p> <p><b>Retention Note:</b> State law (Health and Safety Code, Section 502.005(d)) provides that if a local government is dissolved (e.g., a municipality through disincorporation), it shall send the workplace chemical lists in its possession to the director of the Texas Department of State Health Services.</p>
*GR5750-07	<b>DISASTER PREPAREDNESS AND RECOVERY PLANS</b>	Disaster preparedness, continuity of operations, business continuity, or other plans used to prepare for or respond to emergencies or disasters.	US.	

[return to top](#)

## PART 5: INFORMATION TECHNOLOGY RECORDS

**Retention Notes:** (a) This part establishes retention periods for records essential to the creation, maintenance, and use of electronic records (information recorded in a form for computer processing including data, graphics, digital images, multi-media records, etc.) and records related to computer operations/technical support not covered elsewhere in this schedule. Records in this part may be maintained on whatever medium is appropriate including electronic (on-line, magnetic tape, optical disk, CD-ROM, etc.), paper, and microform.

(b) Other types of records may be maintained electronically that are listed elsewhere in this schedule, such as administrative, fiscal, personnel, and support services records, or in other specialized schedules adopted by the Texas State Library and Archives Commission, such as Local Schedule PS (Records of Public Safety Agencies), Local Schedule HR (Records of Public Health Agencies), etc. The retention period for those electronic records will be as specified under the appropriate records series item number according to the function of the information. For example, if an electronic system were used to maintain encumbrance and expenditure reports, the retention period for these electronic records would be 2 years as specified in item number 1025-04(d). Retention requirements apply to records maintained on all types of electronic systems including mainframe, minicomputer, microcomputer, local-area-network based systems, etc.

(c) Administrative rules of the Texas State Library and Archives Commission (13 TAC 7.71-7.79) require that retention procedures for electronic records with an approved retention of 10 years or more must include provisions for scheduling the disposition of the electronic records as well as related software, documentation, and indexes; and for regular recopying, reformatting, and other necessary maintenance or conversion activities to ensure the retention and stability of electronic records until the expiration of their retention periods.

(d) If automated information is copied to paper or microform to create the official record, the electronic files do not have to be maintained for the full retention period of the record. The added value of electronic files for facilitating retrieval, making queries, providing for automated audit trails, etc., should be carefully reviewed prior to destruction of the electronic files even though there is an official record in another medium.

### SECTION 5-1: Records of Automated Applications

Record Number	Record Title	Record Description	Retention Period	Remarks

Record Number	Record Title	Record Description	Retention Period	Remarks
GR5800-01	AUDIT TRAIL RECORDS	Files needed for electronic data audits such as files or reports showing transactions accepted, rejected, suspended, and/or processed; history files/tapes; records of on-line updates to application files or security logs.	Until audit requirements met.	
GR5800-02	FINDING AIDS, INDEXES, AND TRACKING SYSTEMS	Automated indexes, lists, registers, and other finding aids used to provide access to the hard copy and electronic records.	Until the related hard copy or electronic records have been destroyed.	
GR5800-03	HARDWARE DOCUMENTATION	Records documenting operational and maintenance requirements of computer hardware such as operating manuals, hardware/operating system requirements, hardware configurations, and equipment control systems.	Until electronic records are transferred to and made usable in a new hardware environment, or there are no electronic records being retained to meet an approved retention period that require the	<b>Retention Note:</b> If the retention period of electronic records is extended to meet requirements of an audit, litigation, Public Information Act request, etc., any hardware documentation required to retrieve and

Record Number	Record Title	Record Description	Retention Period	Remarks
			hardware to be retrieved and read.	read the records must also be retained for the same period.
*GR5800-04	<b>INFORMATION SYSTEM/Database RECORDS</b>	Relatively long-lived computer files, including databases, containing organized and consistent sets of complete and accurate electronic records.	Until electronic records are transferred to and made usable in a new system environment, or the files have met a retention period established in this or other commission schedule, whichever sooner.	<p><b>Retention Notes:</b> a) The need to retain "snapshots" of some continuing information systems or databases should be carefully evaluated. For example, if a Geographic Information System has only current mapping information, historical versions of zoning changes would need to be maintained for long-term legal and historical value.</p> <p>b) Records managers should ensure</p>

Record Number	Record Title	Record Description	Retention Period	Remarks
				that snapshots which support records on this or other commission schedules are retained for the full retention period of the records they support.
*GR5800-05	<b>PROCESSING RECORDS</b>	Electronic files used to produce or modify an information system or database, including, but not limited to, work files, maintenance and test files, print files, and intermediate input/output records.	Until electronic records are transferred to and made usable in a new system environment, or the files have met a retention period established in this or other commission schedule, whichever sooner.	<b>Retention Note:</b> Routine or benchmark files used to test system performance and files which facilitate processing of a particular job or system run, but which do not add to, delete from, or substantially modify information in an information system or database need be retained only as long as administratively valuable.



Record Number	Record Title	Record Description	Retention Period	Remarks
*GR5800-06	<b>SOFTWARE PROGRAMS</b>	Automated software applications and operating system files including job control language, , etc.	Until electronic records are transferred to and made usable in a new software environment, or there are no electronic records being retained to meet an approved retention period that require the software to be retrieved and read.	<b>Retention Note:</b> If the retention period of electronic records is extended to meet requirements of an audit, litigation, Public Information Act request, etc. any software program required to retrieve and read the records must also be retained for the same period.
*GR5800-08	<b>TECHNICAL DOCUMENTATION</b>	Records adequate to specify all technical characteristics necessary for reading or processing of electronic records and their timely, authorized disposition. Includes documentation describing how a system operates and which is necessary for using the system	Until electronic records are transferred to and made usable in a new hardware or software environment with new documentation, or there are no electronic records being retained to meet an	<b>Retention Note:</b> If the retention period of electronic records is extended to meet requirements of an audit, litigation, open records action, etc. any technical documentation required to



Record Number	Record Title	Record Description	Retention Period	Remarks
		such as user guides, system or sub-system definitions, system specifications, input and output specifications, and system flow charts; program descriptions and documentation such as program flowcharts, program maintenance logs, change notices, and other records that document modifications to computer programs; and data documentation necessary to access, retrieve, manipulate and interpret data in an automated system such as a data element dictionary, file layout, code book or table, and other records that explain the meaning, purpose, structure, logical relationships, and origin of the data elements.	approved retention period that require the documentation to be retrieved and read.	retrieve and read the records must also be retained for the same period.
*GR5800-09	AUTOMATED PROGRAM	Automated program code and builds	Until superseded or	

Record Number	Record Title	Record Description	Retention Period	Remarks
	<b>LISTING / SOURCE CODE</b>	which generate the machine-language instructions used to operate software programs.	software program no longer used, whichever sooner.	

[return to top](#)

### SECTION 5-2: Computer Operations and Technical Support Records

**Retention Note:** Not all of the following types of records will be created with all electronic systems. A local government should determine which records are needed according to the type of computer operation in use (mainframe, individual personal computers, networked personal computers, etc.). The records in this section may be maintained electronically (on-line, magnetic tape, optical disk, etc.) or on another medium such as paper or microform provided the approved retention period is met.

Record Number	Record Title	Record Description	Retention Period	Remarks
<b>*GR5825-01</b>	<b>SYSTEM SECURITY RECORDS</b>			
<b>*GR5825-01a</b>	<b>SYSTEM SECURITY RECORDS</b>	Records created for security purposes to control or monitor individual access to a system and its data, including but not limited to user account records, security login	US, date of expiration, or date of separation + 2 years, as applicable.	

Record Number	Record Title	Record Description	Retention Period	Remarks
		information, and password files.		
<b>*GR5825-01b</b>	<b>SYSTEM SECURITY RECORDS</b>	Records used to control and monitor the security of a system and its data, including vulnerability scans, intrusion tests, malicious code detection tests, threat and risk assessments, technical security reviews, patch management logs, intrusion detection logs, firewall logs, and related records. Records documenting incidents and investigations involving unauthorized attempted entry, probes and/or attacks on information systems or networks.	AV.	
<b>GR5825-02</b>	<b>BATCH DATA ENTRY CONTROL RECORDS</b>	Forms and logs used to reconcile batches submitted for processing against batches received and processed.	AV after reconciliation confirmed.	
<b>GR5825-03</b>	<b>CHARGEBACK RECORDS TO DATA</b>	Records used to document, calculate	FE + 5 for school	

Record Number	Record Title	Record Description	Retention Period	Remarks
	<b>PROCESSING SERVICES USERS</b>	costs, and bill program units for computer usage and data processing services. These records are also used for cost recovery, budgeting, or administrative purposes.	districts; FE + 3 years for other local governments.	
GR5825-04	<b>COMPUTER JOB SCHEDULES AND REPORTS</b>	Schedules or similar records showing computer jobs to be run and other reports by computer operators or programmers of work performed.	90 days.	
*GR5825-06	<b>DATA PROCESSING PLANNING RECORDS</b>	Reports, studies, analyses, projections, and similar records concerning the creation, development, or modification of data processing systems and services.	5 years.	<b>Retention Note:</b> Review before disposal; some records of this type may merit <b>PERMANENT</b> retention for historical reasons.
GR5825-08	<b>ELECTRONIC MEDIA LIBRARY SYSTEM RECORDS</b>	Records used to control the location, maintenance, and disposition of media in an electronic media library <b>except</b> for records destruction	Until related records or media are destroyed or withdrawn from the library.	

Record Number	Record Title	Record Description	Retention Period	Remarks
		documentation that is maintained permanently (see item number GR1000-40).		
<b>*GR5825-09</b>	<b>DATA ENTRY DOCUMENTS</b>	Records or forms designed and used solely for data input and control <b>except</b> for data entry documents noted elsewhere in this schedule or other schedules adopted by the commission.	Until all data has been entered into the system and, if required, verified.	
<b>GR5825-10</b>	<b>NETWORK CIRCUITS INVENTORIES</b>	Records containing information on network circuits used by the government including circuit number, vendor, type of connection, terminal series, software, contact person, and other relevant information about the circuit.	US.	
<b>GR5825-11</b>	<b>NETWORK IMPLEMENTATION RECORDS</b>	Records used to implement a computer network including reports, diagrams of network, and wiring schematics.	US.	

Record Number	Record Title	Record Description	Retention Period	Remarks
*GR5825-12	<b>Operating system and hardware conversion plans</b>	Records relating to the replacement of equipment or computer operating systems not included elsewhere in this schedule.	2 years after completion of conversion.	
GR5825-13	<b>OUTPUT RECORDS FOR COMPUTER PRODUCTION</b>	Reports showing transactions that were accepted, rejected, suspended, and/or processed.	AV.	
*GR5825-14	<b>QUALITY ASSURANCE RECORDS</b>	Information verifying the quality of system, hardware, or software operations including records of errors or failures and the loss of data resulting from such failures, documentation of abnormal termination and of error free processing, checks of changes put into production, transaction histories, and other records needed as an audit trail to evaluate data accuracy.	Until no longer needed as an audit trail.	
GR5825-15	<b>PROJECT RECORDS</b>	Records created and used in the		<b>Retention Note:</b> Does not

Record Number	Record Title	Record Description	Retention Period	Remarks
		development, redesign, or modification of automated systems or applications.		include purchasing records for computer software or hardware such as individual personal computers, which are covered in Part 4 of this schedule.
GR5825-15a	<b>PROJECT RECORDS</b>	Project management records, design documentation, feasibility studies, justifications, user requirements, etc.	3 years after completion of project.	
GR5825-15b	<b>PROJECT RECORDS</b>	Routine status reports, memos, and correspondence.	AV.	
*GR5825-16	<b>SYSTEM ACTIVITY MONITORING RECORDS</b>	Records or logs that monitor and report levels and patterns of individual and organizational usage of system hardware, software application, and internet resources, including but not limited to log in files, system usage	AV.	



Record Number	Record Title	Record Description	Retention Period	Remarks
		files, application usage files, data entry logs, print spool logs, and records of individual computer usage. May also include levels of storage and network/bandwidth traffic and other documentation related to activities for monitoring and ensuring optimal efficiency of system resource use.		
GR5825-18	INTERNET COOKIES	Data resident on hard drives that make use of user-specific information transmitted by the Web server onto the user's computer so that the information might be available for later access by itself or other servers.	AV.	<b>Retention Note:</b> The disposal of Internet cookies need not be documented through destruction authorizations (GR1000-40(b)), but governments should establish procedures governing disposal of these records as part of its records management

Record Number	Record Title	Record Description	Retention Period	Remarks
				plan (GR1000-40(d)).
GR5825-19	HISTORY FILES – WEB SITES	A record of the documents visited during an Internet session that allows users to access previously visited pages more quickly or to generate a record of a user’s progress.	AV.	<p><b>Retention Note:</b> The disposal of Internet history files need not be documented through destruction authorizations (GR1000-40(b)), but governments should establish procedures governing disposal of these records as part of its records management plan (GR1000-40(d)).</p>
GR5825-20	SOFTWARE REGISTRATIONS, WARRANTIES, AND LICENSE AGREEMENTS		LA + 3 years.	

[return to top](#)

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Page last modified: February 9, 2017



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

**To:** Mayor & City Council

**Council Meeting:** June 7, 2018

**From:** Eric Belaj, PE, CFM

**Subject:** Discussion and Action on Ordinance No. 18-06-21-05; An Ordinance of the City of Lago Vista, Texas, amending Chapter 13, "Utilities," and adding Article 13.1500 "Reclaimed Water Drought Contingency Plan," providing an effective date, repealer, severability, proper notice and open meetings clause.

**Request:** Other

**Legal Document:** Ordinance

**Legal Review:**

**EXECUTIVE SUMMARY:**

The current ordinance implements a Drought Contingency Plan (DCP) for portable water usage. In cases of extreme drought, periods of abnormally high usage, system contamination, or extended reduction in ability to supply water due to equipment failure, LCRA may require water customers to institute temporary restrictions to limit non-essential purchased water usage. The goal of any DCP is to cause a reduction in water use in response to drought or emergency conditions so that water availability can be maintained.

The purpose of the Reclaimed Water DCP is to encourage a reduction of reclaimed water use by the Golf Courses in order to maintain an adequate supply and storage of reclaimed water during a drought so that critical area can still be irrigated during a drought and reuse water may be conserved.

This DCP for reuse outlines the process when the golf courses will limit the irrigation via reuse; this will depend on the Lake Levels and the stored pond capacity for reuse.

The attached document has one DCP for reuse and implement that under our Chapter 13, of the Code of Ordinances.

**Impact if Approved:**

This ordinance would create a DCP for reuse, and control the amount of reuse though the drought period.

**Impact if Denied:**

Based on the current trends, if the ordinance is not passed, the City may run out of reuse water during a drought period.

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

**Indicate Funding Source:**

N/A

**Suggested Motion/Recommendation/Action**

Motion to   -  -

Motion to   -  -

Motion to   -  -

**Known as:**

The proposed ordinance is commonly referred as the "Reuse DCP"

**Agenda Item Approved by City Manager**

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**ORDINANCE NO. 18-06-21-05**

**AN ORDINANCE OF THE CITY OF LAGO VISTA, TEXAS, AMENDING CHAPTER 13, "UTILITIES," AND ADDING ARTICLE 13.1500 "RECLAIMED WATER DROUGHT CONTINGENCY PLAN," PROVIDING AN EFFECTIVE DATE, REPEALER, SEVERABILITY, PROPER NOTICE AND OPEN MEETINGS CLAUSE.**

**WHEREAS,** The City of Lago Vista, Texas is a Home Rule City; and

**WHEREAS,** State law requires all levels - state, regional and local - to undertake plans to address droughts and water conservation; and

**WHEREAS,** to support such regulatory requirement, municipalities are required to adopt drought contingency plans for municipal water customers; and

**WHEREAS,** The City Council of the City of Lago Vista wishes to implement this ordinance into the City's code of ordinances; and

**WHEREAS,** desires to promote the conservation of the natural resource of water at all times but especially during times of drought and emergency conditions and believes in planning for such events.

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

**SECTION 1. FINDINGS.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2. MODIFICATION.** The City Council of the City of Lago Vista, Texas, does hereby amend Chapter 13, by adding Article 13.1500, Code of Ordinances as shown in Exhibit "A."

**SECTION 3. SEVERABILITY.** If any provision, section, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remaining portions of this Ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council of the City of Lago Vista in adopting, and of the Mayor in approving this Ordinance, that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any portion, provision or regulation.

**SECTION 4. CONFLICTING ORDINANCES.** All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended

herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the city, the terms and provisions of this ordinance shall govern.

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall be and become effective immediately upon and after its passage as may be required by governing law.

**SECTION 6. OPEN MEETING.** It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, *Chapter 551, Tex. Gov't Code*.

**AND, IT IS SO ORDERED.**

**ADOPTED AND APPROVED** on this \_\_\_\_ day of June, 2018 by a vote of the City Council of the City of Lago Vista, Texas.

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

ATTEST:

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

On a motion by Councilmember\_\_\_\_\_, seconded by Councilmember\_\_\_\_\_, the above and foregoing ordinance was passed and approved.



EXHIBIT "A"

**CHAPTER 13**  
**UTILITIES**

**ARTICLE 13.1500 REUSE DROUGHT CONTINGENCY PLAN**

The Code of Ordinances, Chapter 13, "Utilities," Article 13.1500 "RECLAIMED WATER DROUGHT CONTINGENCY PLAN," is hereby added to the code of ordinances:

**ARTICLE 13.1500 RECLAIMED WATER DROUGHT CONTINGENCY PLAN**

**Sec. 13.1501 Definitions**

- (a) **AF:** An Acre-Foot is a unit of volume equal to the volume of a sheet of water one acre (0.405 hectare) in area and one foot (30.48 cm) in depth; 43,560 cubic feet (1233.5 cu m).
- (b) **Automatic Irrigation:** the operation of an irrigation system with no or minimum of manual intervention besides surveillance. This includes drip, sprinkler, and surface irrigation systems that utilize timers, sensors, computers, or mechanical devices.
- (c) **Cedar Breaks:** a 313-acre tract of land located at 21970 FM 1431 used by the CoLV to dispose of effluent (TCEQ 205 WWTP Discharge Permit) and apply reclaimed water (TCEQ 210A Reclaimed Water Authorization Permit).
- (d) **CoLV:** The City of Lago Vista is a city located in Northwest Travis County, Texas, United States.
- (e) **Conservation:** those practices, techniques, and technologies that reduce the consumption of purchased water, reduce the loss of purchased water, improve the efficiency in the use of purchased water, or increase the recycling and reuse of purchased water so that the water supply is conserved and made available for future or alternative uses.
- (f) **Crop:** the teeing area, fairways, greens, driving range, and putting green for the HLGC and LVGC.
- (g) **Customer:** any CoLV resident, person, company, or organization using purchased water supplied by the CoLV.
- (h) **DCP:** a Drought Contingency Plan is a strategy or combination of strategies for monitoring the progression of a drought and preparing a response to potential water supply shortages resulting from severe droughts or other water supply emergencies.
- (i) **Domestic Water Use:** purchased water used for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence.

- (j) **Drip Irrigation:** is a form of irrigation that saves water and fertilizer by allowing water to drip slowly to the roots of many different plants onto the soil surface thru a network of valves, tubes, pipes, and emitters.
- (k) **Driving Range:** an area where golfers can practice their golf swings.
- (l) **DWDOR:** The **Drought Worse than Drought Of Record** is any time period drier than the 1947-57 drought previously considered the worst on record. The Highland Lakes include Lakes Travis, Buchanan, Inks, LBJ and Austin. Lakes Travis and Buchanan are surge lakes and serve as the primary water supply for the CoLV and several other Central Texas cities.
- (m) **Effluent:** the treated wastewater discharged from the CoLV's Wastewater Treatment Plant.
- (n) **Fairways:** The area of a golf course between the teeing area and the greens.
- (o) **Greens:** an area of closely trimmed grass surrounding the hole.
- (p) **Hand-watering:** hand-watering refers to the application of purchased water for irrigation purposes through a hand-held hose or watering container. A person must be physically holding the hose or container. Watering by hand cannot occur unattended.
- (q) **HLGC:** The **Highland Lakes Golf Course** refers only to the teeing area, fairways, greens, driving range, and putting green for an eighteen-hole golf course in Lago Vista Texas.
- (r) **HLGC Authorized Representative:** the senior manager for the HLGC, currently the CoLV City Manager.
- (s) **Hose-end Sprinkler:** irrigation of a landscaped area utilizing an above ground hose and a hose-end sprinkler.
- (t) **Industrial Water Use:** the use of purchased water in processes designed to convert materials of lower value into forms having greater usability and value.
- (u) **In-ground Irrigation System:** a system of underground pipes attached to sprinkler heads used to irrigate landscaped areas.
- (v) **LVGC:** the **Lago Vista Golf Course** refers only to the teeing area, fairways, greens, driving range, and putting green for an eighteen-hole golf course in Lago Vista Texas.
- (w) **LVGC Authorized Representative:** the senior manager for the LVGC, currently the CoLV City Manager.
- (x) **LCRA:** the **Lower Colorado River Authority** is a nonprofit public utility created in November 1934 by the Texas Legislature. LCRA's mission is to enhance the lives of the Texans it serves through water stewardship, energy and community service.
- (y) **Non-essential Reuse-Water Use:** purchased reuse-water uses that are not essential or required for the protection of public health, safety, and welfare including:

1. use of purchased water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle.
  2. use to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas.
  3. use of purchased water to wash down buildings or structures for purposes other than immediate fire protection.
  4. flushing gutters or permitting purchased water to run or accumulate in any gutter or street;
  5. use in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life.
  6. failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).
  7. irrigation of roughs and non-play areas.
- (z) **Non-play Area:** any area on the HLGC that is irrigated with reclaimed water and is not a teeing area, fairway, green, driving range, putting green or a rough.
- (aa) **Owner:** the HLGC and LVGC property owner listed on the Travis County Central Appraisal District's tax rolls, currently the CoLV.
- (bb) **Purchased Water:** raw water or potable water purchased from the CoLV.
- (cc) **Putting Green:** an area of closely trimmed grass surrounding practice holes.
- (dd) **Reuse Water or Reclaimed Water:** reclaimed water such as graywater, effluent from a wastewater treatment plant, or flushing water from a water distribution system.
- (ee) **Roughs:** An out of bound area adjacent to the fairways.
- (ff) **TCEQ:** the Texas Commission for Environmental Quality is the environmental agency for the state of Texas and the fourth largest environmental agency in the United States. TCEQ strives to protect Texas' public health and natural resources consistent with sustainable economic development.
- (gg) **TCEQ 205 WWTP Discharge Permit (205 Permit):** a renewable permit issued by the TCEQ that authorizes the CoLV to operate the WWTP.
- (hh) **TCEQ 210A Reclaimed Water Authorization Permit (210A Permit):** a permit issued by the TCEQ that authorizes the CoLV to apply reclaimed water to certain tracts of land.
- (ii) **Teeing area:** is an area where a player starts the hole by striking the ball.
- (jj) **Water Curtailment Plan:** a plan to reduce the supply of water being provided by LCRA through a

diversion contract by reducing the amount of water served under the contract for a specific period of time. Curtailment may occur during drought or other emergency conditions.

(kk) **Wholesale Purchased Water Customer:** an entity that purchases bulk domestic water or reclaimed water for construction purposes or resale to agricultural, residential, commercial, industrial, or governmental end users.

### **Sec. 13.1502 Declaration of Policy, Purpose, and Intent**

LCRA provides contracts to customers for water supply. In cases of extreme drought, periods of abnormally high usage, system contamination, or extended reduction in ability to supply water due to equipment failure, LCRA may require water customers to institute temporary restrictions to limit non-essential purchased water usage. The goal of any DCP is to cause a reduction in water use in response to drought or emergency conditions so that water availability can be maintained. Since emergency conditions can occur rapidly, responses must also be enacted quickly. This plan has been prepared in advance considering conditions that will initiate and terminate the Emergency Management program.

The purpose of the Municipal Customers DCP is to encourage a reduction of purchased water use by the municipal customers, including golf courses, in order to maintain supply, storage, pressure or to comply with the requirements of a court, government agency or other authority.

The purpose of the Reclaimed Water DCP is to encourage a reduction of reclaimed water use by the golf courses and other reuse water users in order to maintain an adequate supply and storage of reclaimed water during a drought so that purchased water may be conserved.

All LCRA firm water users are required to develop and formally adopt drought contingency plans for their own systems in accordance with Title 30 Texas Administrative Code Sections 288.20 and 288.22. The water supply triggers and target reduction goals for the municipal customers, including HLGC and LVGC, must be consistent with the LCRA DCP. The CoLV must develop and formally adopt a revised Reuse DCP every 5 years consistent with the LCRA DCP. Further, being located within the regional water planning area of Region K, a copy of the DCP has been provided to each Region K Water Planning Group member.

### **Sec. 13.1503 Public Involvement/Public Education**

Opportunity for the public to provide input into the preparation of the DCP was provided by the City Council by scheduling and providing public notice of a public meeting to accept input on the DCP. Notice of the public meeting was posted continuously in a location accessible to the public at least 72 hours prior to the public meeting. In the adoption of this DCP, the City Council considered any and all comments offered from the public.

(a) The CoLV, HLGC, and LVGC:

1. The CoLV, or owner, will periodically provide its employees, members, and the general public with information about this DCP, including the importance of the plan, information about the conditions under which each stage of the plan is to be initiated, processes to reduce purchased water usage, and impending or current drought conditions.

2. Drought plan information will be provided by means of: meetings with staff, newsletter articles, brochures at City Hall, bill stuffers, social media, clubhouse (where applicable), and on the entity web site.

### **Sec. 13.1504 Permanent Purchased Water Use Restrictions**

The following restrictions apply to all CoLV purchased reclaimed water customers on a year-round basis, regardless of water supply or water treatment plant production conditions. According to the restrictions, a purchased water user shall not:

(A) Fail to repair a controllable leak including:

1. a broken sprinkler head.
2. a leaking valve.
3. leaking or broken pipes.
4. a leaking faucet.

(B) Operate an irrigation system with:

1. a broken sprinkler head.
2. a sprinkler head that is out of adjustment and the arc of the spray head is over a street or parking area.
3. a sprinkler head that is fogging or misting because of excessive water pressure.

(C) During irrigation, allow purchased water to:

1. run off a property and form a stream of purchased water in a street for a distance of 50 feet or greater.
2. pool in a street or parking lot to a depth greater than one-quarter of an inch.

### **Sec. 13.1505 Initiation, Restrictions, & Termination of Drought Response Stages**

(a) Monitoring. The City Manager shall monitor water supply and demand conditions on a regular basis and shall determine when conditions warrant initiation and termination of each stage of water conservation measures in accordance with this DCP and advise the City Council of same. Water supply conditions will be determined by the source of supply, system capacity, and weather conditions. Water demand will be measured by the peak daily demands on the system.

1. The City Council shall be responsible for the initiation and termination of the four Supply Triggers drought stages based on the criteria as outlined in Section 13.1510, and in accordance with LCRA's DCP.
2. The City Manager shall be responsible for the initiation and termination of any Demand Triggers or Emergency Triggers responses based on the criteria as outlined in Section 13.1510, and in accordance with LCRA's DCP.

3. The City Engineer shall be responsible to verify that a 90-day supply of available reclaimed irrigation water exists quarterly in accordance with the criteria outlined in Section 13.1509. Should a Reclaimed Irrigation Water Usage Restriction be imposed, then the City Engineer shall be responsible to calculate the available supply of reclaimed irrigation water monthly in accordance with the criteria outlined in Section 13.1510.

(b) Notification.

1. Purchased or Domestic Water: CoLV public notification of the initiation or termination of drought response stages shall be by a variety of ways, examples include: brochures at City Hall, bill stuffers, e-mail and automated telephone calls, CoLV web site, social media, signs posted at entry points to the service area or a combination of these methods.
2. Reclaimed Water: if a Reclaimed Irrigation Water Usage Restriction is imposed the CoLV shall notify all Reclaimed Water customers monthly of the results of the 90-day available supply reclaimed irrigation water forecast until the Reclaimed Irrigation Water Usage Restriction is ended as outlined in Section 13.1510. Additional methods of notification outlined in the purchased water notification may be used as needed.

(c) Triggering Criteria for Initiation and Termination of the Reclaimed Water Drought Response Stages:

The following triggering criteria for initiation and termination of water conservation measures and restrictions shall apply to the CoLV reclaimed water utility system, its customers, and its customer service area including the Golf Courses and Parks.

1. **Normal Water Storage Conditions**

- (A) **Requirements for Initiation of Reclaimed Water Irrigation Restrictions:** If less than a 90-day supply of reclaimed irrigation water remains, discontinue reclaimed water irrigation of all roughs and other non-play areas.
- (B) **Requirements for Termination of Reclaimed Water Irrigation Restrictions:** When more than a 90-day supply of reclaimed irrigation water has existed for 30 days

2. **STAGE 1 Moderate Water Shortage Conditions (Mandatory Measures)**

- (A) **Requirements for Initiation of Reclaimed Water Irrigation Restrictions:** If less than a 90-day supply of reclaimed irrigation water remains, discontinue reclaimed water irrigation of all roughs and other non-play areas.
- (B) **Requirements for termination of Reclaimed Water Irrigation Restrictions:** When more than a 90-day supply of reclaimed irrigation water has existed for 30 days

3. **STAGE 2 Moderate Water Shortage Conditions (Mandatory Measures)**

- (A) **Requirements for Initiation of Reclaimed Water Irrigation Restrictions:** The City Council shall implement **Stage 2 Moderate Water Shortage Conditions** when the combined storage of Lakes Travis and Buchanan equals or falls below 750,000 AF for 30 consecutive days.

- (B) **Requirements for termination of Reclaimed Water Irrigation Restrictions:** The City Council shall implement **Stage 1 Moderate Water Shortage Conditions** when the combined storage of Lakes Travis and Buchanan exceeds 750,000 AF for 30 consecutive days.
- (C) **Requirements for Initiation of Reclaimed Water Irrigation Restrictions:** Discontinue reclaimed water irrigation of all roughs & other non-play areas, and limit fairway irrigation to twice per week unless reclaimed water ponds are at 50% capacity.
- (D) **Requirements for Termination of Reclaimed Water Irrigation Restrictions:** When the City Council ends Stage 2 Severe Water Shortage Condition Restrictions.

4. **STAGE 3 Severe Water Shortage Conditions (Mandatory Measures)**

- (A) **Requirements for Initiation:** The City Council shall implement Stage 3 Severe Water Shortage Conditions when the combined storage of Lakes Travis and Buchanan equals or falls below 600,000 AF for 30 consecutive days.
- (B) **Requirements for Termination:** The City Council shall implement Stage 2 Moderate Water Shortage Conditions when the combined storage of Lakes Travis and Buchanan exceeds 600,000 AF for 30 consecutive days.
- (C) **Requirements for Initiation of Reclaimed Water Irrigation Restrictions:** Discontinue reclaimed water irrigation of all roughs & other non-play areas, and limit fairway irrigation to twice per week unless reclaimed water ponds are at 50% capacity.
- (D) **Requirements for Termination of Reclaimed Water Irrigation Restrictions:** When the City Council ends Stage 3 Severe Water Shortage Condition Restrictions.

5. **STAGE 4 Severe Water Shortage Conditions (Mandatory Measures)**

- (A) **Requirements for Initiation of Reclaimed Water:** The City Council shall implement Stage 4 Severe Water Shortage Conditions when one or a combination of such triggering criteria occurs:
  - a. The LCRA Board declares a Drought Worse than the Drought of Record (DWDOR) or other water supply emergency and orders the mandatory curtailment of firm water supplies.
  - b. Upon notification from LCRA that it is declaring a DWDOR.
- (B) **Requirements for Termination of Reclaimed Water:** The City Council shall implement **Stage 3 Severe Water Shortage Conditions** when the LCRA announces that the DWDOR mandatory water restrictions for firm water customers are no longer required.



- (C) **Requirements for Initiation of Reclaimed Water Irrigation Restrictions:** Discontinue reclaimed water irrigation of all roughs & other non-play areas, and limit fairway irrigation to twice per week unless reclaimed water ponds are at 50% capacity. The City Council may impose additional reclaimed water irrigation restrictions as drought conditions, size & number of crops, and effluent production dictate.
- (D) **Requirements for Termination of Reclaimed Water Irrigation Restrictions:** When the City Council ends Stage 4 Severe Water Shortage Condition Restrictions.

## 6. STAGE 5 Emergency Water Conservation Conditions

- (A) **Requirements for Initiation:** The City Manager shall implement Stage 5 Emergency Water Conservation Conditions when one or a combination of such triggering criteria occurs:
  - c. LCRA declares a natural or man-made contamination of the water supply source.
  - d. Any other emergency water supply or demand conditions that the LCRA General Manager or the LCRA Board determines that either constitutes a water supply emergency.
  - e. The CoLV declares a water demand emergency.
  - f. The CoLV declares a Treatment Plant emergency.
  - g. The CoLV declares a distribution system outage.
- (B) **Requirements for Termination:** When the LCRA and/or City Manager announce that the Stage 5 Emergency Water Conservation Conditions water restrictions are no longer required.
- (C) **Requirements for Initiation of Reclaimed Water Irrigation Restrictions:** Discontinue reclaimed water irrigation of all roughs & other non-play areas (for golf courses), and limit fairway irrigation to twice per week unless reclaimed water ponds are at 50% capacity. The City Council may impose additional reclaimed water irrigation restrictions as drought conditions, size & number of crops, and effluent production dictate.
- (D) **Requirements for Termination of Reclaimed Water Irrigation Restrictions:** When the City Manager ends Stage 5 Emergency Water Shortage Condition Restrictions.

## Sec. 13.1506 Enforcement

Failure by the owner to comply with any CoLV declared demand, supply, or emergency reclaimed water restriction stage as detailed in this plan may result in possible fines outlined in the enforcement section for the City’s latest adopted Domestic Water Drought Contingency Plan.

**Sec. 13.1507 Notification to LCRA**

Notification of any mandatory provisions of the CoLV Customers DCP shall be made to the LCRA General Manager by the City Manager in writing within five (5) business days of implementation.

**Sec. 13.1508 Implementation**

By signing this ordinance, the CoLV authorized representative warrants and represents that: (1) the City Council has approved this plan; and, (2) the representative is authorized by the City Council to implement this plan.

In a shortage of water not covered by the LCRA Water Management Plan or other conservation plan approved by TCEQ applicable to LCRA’s firm water supply, a water contract customer who fails to implement its applicable DCP is subject to curtailment of firm water supply by LCRA based on the customer’s pro rata share less the amount of water the customer would have saved if the customer had operated its water system in compliance with the DCP.

**Sec. 13.1509 CoLV 90-Day Available Supply of Reclaimed Irrigation Water Calculation Formula**

The calculation for the 90 day available supply of reclaimed irrigation water will be done as follows:

**“X” = Available Storage + Reuse Production**

**“Y” = Reuse Water + 1.185 MG**

**“X” - “Y” = “Z”**

Where:

Available Storage = Current supply of reclaimed irrigation water in Pond 17 & Cedar Breaks pond.

Reuse Production = Projected WWTP effluent production for the next 3 months.

Reuse Water = Projected monthly reclaimed irrigation water usage for the next 3 months using the historic monthly reuse usage data from the last two years

90 day Cedar Breaks Sprinkler Maintenance Usage = (0.395 MGD/month) X 3 = 1.185 MG

The following actions occur based upon the value of “X”:

- If “Z” is ≥ 0, then no action is required.
- If “Z” is < 0, then the reclaimed irrigation water restriction should be declared.

**Sec. 13.1510 Summary of CoLV Reclaimed Water Demand and Emergency Restriction Stages**

	<b>Trigger</b>	<b>Action</b>	<b>Available Reclaimed Irrigation Water *</b>	<b>Reclaimed Irrigation Water Usage Restriction ** ***</b>	<b>End Condition</b>
<b>Demand Triggers</b>	When total daily water demand equals or exceeds 97% in a single day	City Manager implements <b>Stage 4 Severe Water Shortage Condition Restrictions</b>	If less than a 90-day supply of reclaimed irrigation water remains,	then discontinue reclaimed water irrigation of all roughs and other non-play areas.	When more than a 90-day supply of reclaimed irrigation water has existed for 30 days
	When total daily water demand equals or exceeds 95% for 3 consecutive days	City Manager implements <b>Stage 4 Severe Water Shortage Condition Restrictions</b>	If less than a 90-day supply of reclaimed irrigation water remains,	then discontinue reclaimed water irrigation of all roughs and other non-play areas.	When more than a 90-day supply of reclaimed irrigation water has existed for 30 days
<b>Supply Triggers</b>	Combined lake storage > 900,000 acre-feet (MAF)	/	If less than a 90-day supply of reclaimed irrigation water remains,	then discontinue reclaimed water irrigation of all roughs and other non-play areas.	When more than a 90-day supply of reclaimed irrigation water has existed for 30 days
	Combined lake storage falls below 900,000 AF	City Council implements <b>Stage 1 Moderate Water Shortage Condition Restrictions</b>	If less than a 90-day supply of reclaimed irrigation water remains,	then discontinue reclaimed water irrigation of all roughs and other non-play areas.	When more than a 90-day supply of reclaimed irrigation water has existed for 30 days
	Combined lake storage falls below 750,000 AF	City Council implements <b>Stage 2 Moderate Water Shortage Condition Restrictions</b>	/	Discontinue reclaimed water irrigation of all roughs & other non-play areas, and limit fairway irrigation to twice per week unless reclaimed water ponds are at 50% capacity.	City Council ends <b>Stage 2 Moderate Water Shortage Condition Restrictions</b> when combined lake storage rises above 750,000 acre-feet (AF)
	Combined lake storage falls below 600,000 AF	City Council implements <b>Stage 3 Severe Water Shortage Condition Restrictions</b>	/	Discontinue reclaimed water irrigation of all roughs & other non-play areas, and limit fairway irrigation to twice per week unless reclaimed water ponds are at 50% capacity.	City Council ends <b>Stage 3 Severe Water Shortage Condition Restrictions</b> when combined lake storage rises above 600,000 acre-feet (AF)
	LCRA declares <b>Drought Worse than Drought of Record</b>	City Council implements <b>Stage 4 Severe Water Condition Restrictions</b>	/	Discontinue reclaimed water irrigation of all roughs & other non-play areas, and limit fairway irrigation to twice per week unless reclaimed water ponds are at 50% capacity.	City Council ends <b>Stage 4 Severe Water Condition Restrictions</b> when combined lake storage rises above 500,000 AF
<b>Emergency Triggers</b>	Declared by City Manager because of a CoLV Water Plant failure, a CoLV water distribution system outage, or an LCRA water supply emergency	City Manager implements <b>Stage 5 Emergency Water Condition Restrictions</b>	/	Discontinue reclaimed water irrigation of all roughs & other non-play areas, and limit fairway irrigation to twice per week unless reclaimed water ponds are at 50% capacity.	City Manager ends <b>Stage 5 Emergency Water Condition Restrictions</b> once emergency event has been resolved

\* The available 90-day supply of reclaimed irrigation water will be calculated quarterly by the City Engineer.

\*\* If a Reclaimed Irrigation Water Usage Restriction is imposed, then the available 90-day supply of reclaimed irrigation water will be calculated monthly by the City Engineer.

\*\*\* The City Council may impose additional reclaimed water irrigation restrictions as drought conditions, size & number of crops, and effluent production dictate.



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

**To:** Mayor & City Council

**Council Meeting:** June 7, 2018

**From:** Eric Belaj, PE, CFM

**Subject:** Discussion and consideration of Ordinance No. 18-06-21-06: An Ordinance of the City of Lago Vista, Texas, amending Chapter 13, "Utilities," Article 13.1100 "Drought Contingency and Emergency Water Demand Management Plan," renaming the same to "Domestic Water Drought Contingency Plan," repealing Ordinance 17-08-10-09 "Drought Contingency Plan and Emergency Water Restriction Plan for the Municipal customers purchased use," repealing Ordinance 17-08-10-08 "Drought Contingency Plan and Emergency Water Restriction Plan for the Lago Vista Golf Course," repealing Ordinance 17-08-10-07 "Drought Contingency Plan and Emergency Water Restriction Plan for

**Request:** Other

**Legal Document:** Ordinance

**Legal Review:**

**EXECUTIVE SUMMARY:**

(continued from above)

The Highland Lakes Golf Course," repealing Ordinance 13-10-17-02 "Drought Contingency Plan for The Highland Lakes Golf Course," providing an effective date, repealer, severability, proper notice and open meetings clause.

This is a code of ordinances housekeeping item. The current code of ordinances implements a Drought Contingency Plan (DCP) for portable water usage which was adopted in year 2011. Since then, the City has adopted about six (6) different drought contingency plans, while none of them practically revised our code of ordinances, but were rather adopted as an instructions manual. The last three (3) DCP ordinances adopted were practically the same. This proposed ordinance amends our current chapter 13.1100 of the code of ordinances, and consolidates the already approved DCP ordinances into one.

This proposed DCP ordinance does not add or remove any material from the already approved ordinances, but rather makes it possible to replace the existing chapter 13.1100 with the latest adopted DCP.

The reason to have a DCP is in cases of extreme drought, periods of abnormally high usage, system contamination, or extended reduction in ability to supply water due to equipment failure, LCRA may require water customers to institute temporary restrictions to limit non-essential purchased water usage. The goal of any DCP is to cause a reduction in water use in response to drought or emergency conditions so that water availability can be maintained.

**Impact if Approved:**

This ordinance would create amend our existing DCP to allow for a clear steps to follow during an emergency or a drought period, and it also makes it easier for the City to enforce.

**Impact if Denied:**

The existing ordinance(s) will be difficult to enforce, since they did not explicitly amend the previous ordinances.

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

**Indicate Funding Source:**

N/A

**Suggested Motion/Recommendation/Action**

Motion to   -  -

Motion to   -  -

Motion to   -  -

**Known as:**

Motion to approve Ordinance

**Agenda Item Approved by City Manager**

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**ORDINANCE NO. 18-06-21-06**

**AN ORDINANCE OF THE CITY OF LAGO VISTA, TEXAS, LAGO VISTA AMENDING CHAPTER 13, "UTILITIES," ARTICLE 13.1100 "DROUGHT CONTINGENCY AND EMERGENCY WATER DEMAND MANAGEMENT PLAN," RENAMING THE SAME TO "DOMESTIC WATER DROUGHT CONTINGENCY PLAN," REPEALING ORDINANCE 17-08-10-09 "DROUGHT CONTINGENCY PLAN AND EMERGENCY WATER RESTRICTION PLAN FOR THE MUNICIPAL CUSTOMERS PURCHASED USE," REPEALING ORDINANCE 17-08-10-08 "DROUGHT CONTINGENCY PLAN AND EMERGENCY WATER RESTRICTION PLAN FOR THE LAGO VISTA GOLF COURSE," REPEALING ORDINANCE 17-08-10-07 "DROUGHT CONTINGENCY PLAN AND EMERGENCY WATER RESTRICTION PLAN FOR THE HIGHLAND LAKES GOLF COURSE," REPEALING ORDINANCE 13-10-17-02 "DROUGHT CONTINGENCY PLAN FOR THE HIGHLAND LAKES GOLF COURSE," PROVIDING AN EFFECTIVE DATE, REPEALER, SEVERABILITY, PROPER NOTICE AND OPEN MEETINGS CLAUSE.**

**WHEREAS,** The City of Lago Vista, Texas is a Home Rule City; and

**WHEREAS,** State law requires all levels - state, regional and local - to undertake plans to address droughts and water conservation; and

**WHEREAS,** to support such regulatory requirement, municipalities are required to adopt drought contingency plans for municipal water customers; and

**WHEREAS,** The City Council of the City of Lago Vista wishes to implement this ordinance into the City's code of ordinances; and

**WHEREAS,** desires to promote the conservation of the natural resource of water at all times but especially during times of drought and emergency conditions and believes in planning for such events.

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

**SECTION 1. FINDINGS.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2. MODIFICATION.** The City Council of the City of Lago Vista, Texas, does hereby amend Chapter 13, Article 13.1100, Code of Ordinances as shown in Exhibit

“A.”.

**SECTION 3. SEVERABILITY.** If any provision, section, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remaining portions of this Ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council of the City of Lago Vista in adopting, and of the Mayor in approving this Ordinance, that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any portion, provision or regulation.

**SECTION 4. CONFLICTING ORDINANCES.** All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the city, the terms and provisions of this ordinance shall govern.

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall be and become effective immediately upon and after its passage as may be required by governing law.

**SECTION 6. OPEN MEETING.** It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, *Chapter 551, Tex. Gov't Code*.

**AND, IT IS SO ORDERED.**

**ADOPTED AND APPROVED** on this \_\_\_\_ day of June, 2018 by a vote of the City Council of the City of Lago Vista, Texas.

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

ATTEST:

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

On a motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, the above and foregoing ordinance was passed and approved.



EXHIBIT “A”

**CHAPTER 13**  
**UTILITIES**

**ARTICLE 13.1100 DROUGHT CONTINGENCY AND EMERGENCY WATER DEMAND MANAGEMENT PLAN**

The Code of Ordinances, Chapter 13, “Utilities,” Article 13.1100 is hereby renamed to “DOMESTIC WATER DROUGHT CONTINGENCY PLAN,” and hereby amended to read as follows:

**ARTICLE 13.1100 DOMESTIC WATER DROUGHT CONTINGENCY PLAN**

**Sec. 13.1101 Definitions**

- (a) **AF:** an **Acre-Foot** is a unit of volume equal to the volume of a sheet of water one acre (0.405 hectare) in area and one foot (30.48 cm) in depth; 43,560 cubic feet (1233.5 cu m).
- (b) **Aesthetic Purchased Water Use:** purchased water used for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.
- (c) **Alternate Water Supply:** water not distributed by the CoLV, including rain water, reuse water, and gray water.
- (d) **Automatic Irrigation:** the operation of an irrigation system with no or minimum of manual intervention besides surveillance. This includes drip, sprinkler, and surface irrigation systems that utilize timers, sensors, computers, or mechanical devices.
- (e) **CoLV:** the **City of Lago Vista** is a city located in Northwest Travis County, Texas, United States.
- (f) **Commercial and Institutional Purchased Water Use:** purchased water use which is integral to the operations of commercial and non-profit establishments and government entities such as retail establishments, hotels, motels, restaurants and office buildings. This does not include purchased water used strictly for aesthetic purposes.
- (g) **Conservation:** those practices, techniques, and technologies that reduce the consumption of purchased water, reduce the loss of purchased water, improve the efficiency in the use of purchased water, or increase the recycling and reuse of purchased water so that the water supply is conserved and made available for future or alternative uses.
- (h) **Customer:** any CoLV resident, person, company, or organization using purchased water supplied by the CoLV.
- (i) **DCP:** a **Drought Contingency Plan** is a strategy or combination of strategies for monitoring the

progression of a drought and preparing a response to potential water supply shortages resulting from severe droughts or other water supply emergencies.

- (j) **Domestic Water Use:** purchased water used for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence.
- (k) **Drip Irrigation:** is a form of irrigation that saves water and fertilizer by allowing water to drip slowly to the roots of many different plants onto the soil surface thru a network of valves, tubes, pipes, and emitters.
- (l) **Driving Range:** an area where golfers can practice their golf swings.
- (m) **Drought Fee:** a temporary purchased water utility rate surcharge for meeting the CoLV's short term financial requirements caused by a loss of revenues due to extended purchased water restrictions.
- (n) **DWDOR:** The **Drought Worse than Drought Of Record** is any time period drier than the 1947-57 drought previously considered the worst on record. The Highland Lakes include Lakes Travis, Buchanan, Inks, LBJ and Austin. Lakes Travis and Buchanan are surge lakes and serve as the primary water supply for the CoLV and several other Central Texas cities.
- (o) **Fairways:** The area of a golf course between the teeing area and the greens.
- (p) **Greens:** an area of closely trimmed grass surrounding the hole.
- (q) **Hand-watering:** hand-watering refers to the application of purchased water for irrigation purposes through a hand-held hose or watering container. A person must be physically holding the hose or container. Watering by hand cannot occur unattended.
- (r) **HLGC:** The **Highland Lakes Golf Course** refers only to the teeing area, fairways, greens, driving range, and putting green for an eighteen-hole golf course in Lago Vista Texas.
- (s) **HLGC Authorized Representative:** the senior manager for the HLGC, currently the CoLV City Manager.
- (t) **Hose-end Sprinkler:** irrigation of a landscaped area utilizing an above ground hose and a hose-end sprinkler.
- (u) **Industrial Water Use:** the use of purchased water in processes designed to convert materials of lower value into forms having greater usability and value.
- (v) **In-ground Irrigation System:** a system of underground pipes attached to sprinkler heads used to irrigate landscaped areas.
- (w) **LVGC:** the **Lago Vista Golf Course** refers only to the teeing area, fairways, greens, driving range, and putting green for an eighteen-hole golf course in Lago Vista Texas.
- (x) **LVGC Authorized Representative:** the senior manager for the LVGC, currently the CoLV City Manager.

- (y) **Landscape Irrigation Use:** purchased water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, recreation areas, and rights-of-way and medians.
- (z) **LCRA:** the Lower Colorado River Authority is a nonprofit public utility created in November 1934 by the Texas Legislature. LCRA's mission is to enhance the lives of the Texans it serves through water stewardship, energy and community service.
- (aa) **Non-essential Water Use:** purchased water uses that are not essential or required for the protection of public health, safety, and welfare including:
1. irrigation of landscape areas, including parks, athletic fields, recreation areas, and golf courses, except otherwise provided under this Plan.
  2. use of purchased water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle.
  3. use of purchased water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas.
  4. use of purchased water to wash down buildings or structures for purposes other than immediate fire protection.
  5. flushing gutters or permitting purchased water to run or accumulate in any gutter or street;
  6. use of purchased water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, and Jacuzzi-type pools.
  7. use of purchased water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life.
  8. failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).
  9. use of purchased water from hydrants for construction purposes or any other purposes other than firefighting.
- (bb) **Owner:** the HLGC and LVGC property owner listed on the Travis County Central Appraisal District's tax rolls, currently the CoLV.
- (cc) **Purchased Water:** raw water or potable water purchased from the CoLV.
- (dd) **Putting Green:** an area of closely trimmed grass surrounding practice holes.
- (ee) **Reuse Water:** reclaimed water such as graywater, effluent from a wastewater treatment plant, or flushing water from a water distribution system.
- (ff) **Roughs:** An out of bound area adjacent to the fairways.

(gg) **TCEQ:** the Texas Commission for Environmental Quality is the environmental agency for the state of Texas and the fourth largest environmental agency in the United States. TCEQ strives to protect Texas' public health and natural resources consistent with sustainable economic development.

(hh) **Teeing area:** is an area where a player starts the hole by striking the ball.

(ii) **Water Curtailment Plan:** a plan to reduce the supply of water being provided by LCRA through a diversion contract by reducing the amount of water served under the contract for a specific period of time. Curtailment may occur during drought or other emergency conditions.

(jj) **Wholesale Purchased Water Customer:** an entity that purchases bulk water for construction purposes or resale to agricultural, residential, commercial, industrial, or governmental end users.

### **Sec. 13.1102 Declaration of Policy, Purpose, and Intent**

LCRA provides contracts to customers for water supply. In cases of extreme drought, periods of abnormally high usage, system contamination, or extended reduction in ability to supply water due to equipment failure, LCRA may require water customers to institute temporary restrictions to limit non-essential purchased water usage. The goal of any DCP is to cause a reduction in water use in response to drought or emergency conditions so that water availability can be maintained. Since emergency conditions can occur rapidly, responses must also be enacted quickly. This plan has been prepared in advance considering conditions that will initiate and terminate the Emergency Management program.

The purpose of the Municipal Customers DCP is to encourage a reduction of purchased water use by the municipal customers, including golf courses, in order to maintain supply, storage, pressure or to comply with the requirements of a court, government agency or other authority.

All LCRA firm water users are required to develop and formally adopt drought contingency plans for their own systems in accordance with Title 30 Texas Administrative Code Sections 288.20 and 288.22. The water supply triggers and target reduction goals for the municipal customers, including HLGC and LVGC, must be consistent with the LCRA DCP. The CoLV must develop and formally adopt a revised Municipal Customers DCP every 5 years consistent with the LCRA DCP. Further, being located within the regional water planning area of Region K, a copy of the DCP has been provided to each Region K Water Planning Group member.

### **Sec. 13.1103 Public Involvement/Public Education**

Opportunity for the public to provide input into the preparation of the DCP was provided by the City Council by scheduling and providing public notice of a public meeting to accept input on the DCP. Notice of the public meeting was posted continuously in a location accessible to the public at least 72 hours prior to the public meeting. In the adoption of this DCP, the City Council considered any and all comments offered from the public.

(a) The CoLV, HLGC, and LVGC:

1. The CoLV, or owner, will periodically provide its employees, members, and the general public with information about this DCP, including the importance of the plan, information about the

conditions under which each stage of the plan is to be initiated, processes to reduce purchased water usage, and impending or current drought conditions.

2. Drought plan information will be provided by means of: meetings with staff, newsletter articles, brochures at City Hall, bill stuffers, social media, clubhouse (where applicable), and on the entity web site.

### **Sec. 13.1104 Permanent Purchased Water Use Restrictions**

The following restrictions apply to all CoLV purchased water customers on a year-round basis, regardless of water supply or water treatment plant production conditions. According to the restrictions, a purchased water user shall not:

(A) Fail to repair a controllable leak including:

1. a broken sprinkler head.
2. a leaking valve.
3. leaking or broken pipes.
4. a leaking faucet.

(B) Operate an irrigation system with:

1. a broken sprinkler head.
2. a sprinkler head that is out of adjustment and the arc of the spray head is over a street or parking area.
3. a sprinkler head that is fogging or misting because of excessive water pressure.

(C) During irrigation, allow purchased water to:

1. run off a property and form a stream of purchased water in a street for a distance of 50 feet or greater.
2. pool in a street or parking lot to a depth greater than one-quarter of an inch.

### **Sec. 13.1105 Initiation, Restrictions, & Termination of Drought Response Stages**

(a) Monitoring. The City Manager shall monitor water supply and demand conditions on a regular basis and shall determine when conditions warrant initiation and termination of each stage of water conservation measures in accordance with this DCP and advise the City Council of same. Water supply conditions will be determined by the source of supply, system capacity, and weather conditions. Water demand will be measured by the peak daily demands on the system.

1. The City Council shall be responsible for the initiation and termination of the four Supply Triggers drought stages based on the criteria as outlined in Section 13.1112 and Section 13.1113, and in accordance with LCRA's DCP.
2. The City Manager shall be responsible for the initiation and termination of any Demand Triggers or Emergency Triggers responses based on the criteria as outlined in Section 13.1112 and Section 13.1113, and in accordance with LCRA's DCP.

- (b) Notification. CoLV public notification of the initiation or termination of drought response stages shall be by a variety of ways, examples include: brochures at City Hall, bill stuffers, e-mail and automated telephone calls, CoLV web site, social media, signs posted at entry points to the service area or a combination of these methods.
- (c) Triggering Criteria for Initiation and Termination of the Municipal Customers Drought Response Stages: The following triggering criteria for initiation and termination of water conservation measures and restrictions shall apply to the CoLV water utility system, its customers, and its customer service area including the Golf Courses and Parks.

**1. Normal Water Storage Conditions**

- (A) **Requirements for Initiation**: Normal Water Storage Conditions exist when the combined storage of Lakes Travis and Buchanan exceeds 900,000 AF for 30 consecutive days.
- (B) **Requirements for Termination**: The City Council shall implement Stage 1 when the combined storage of Lakes Travis and Buchanan equals or falls below 900,000 AF for 30 consecutive days.
- (C) **Irrigation Restrictions**: **TWICE per week** as outlined in Section 13.1112 and summarized in Section 13.1113. Hand-watering allowed daily between midnight and 10:00 AM or between 7:00 PM and midnight.
- (D) **Target Purchased Water Use Reduction**: None.
- (E) **Purchased Water Use Response Measures**: Limit irrigation with purchased water of landscaped turf grass and planting beds around buildings to no more than **TWICE per week** on authorized irrigation days.
- (F) **Drought Fee (\$/LUE per month)**: None.

**2. STAGE 1 Moderate Water Shortage Conditions (Mandatory Measures)**

- (A) **Requirements for Initiation**: The City Council shall implement Stage 1 Moderate Water Shortage Conditions when the combined storage of Lakes Travis and Buchanan equals or falls below 900,000 AF for 30 consecutive days.
- (B) **Requirements for termination**: The City Council shall implement Normal Water Storage Conditions when the combined storage of Lakes Travis and Buchanan exceeds 900,000 AF for 30 consecutive days.
- (C) **Irrigation Restrictions**: **TWICE per week** as outlined in Section 13.1112 and summarized in Section 13.1113. Hand-watering allowed daily between midnight and 10:00 AM or between 7:00 PM and midnight.

(D) **Target Purchased Water Use Reduction:** Achieve a 10% reduction in total purchased water use.

(E) **Purchased Water Use Reduction Response Measures:** Select as many response measures, as appropriate to the Municipal Customers, and golf course operations, which will achieve the target reduction indicated.

- a. Limit irrigation with purchased water of landscaped turf grass and planting beds to no more than the COLV's mandatory outdoor watering schedule.
- b. Limit irrigation with purchased water of all practice areas (putting and driving ranges) to no more than LCRA's recommended outdoor watering schedule.
- c. Reduce irrigation with purchased water of all play-areas (greens, teeing area, and fairways) to achieve reduction target.
- d. Discontinue irrigation with purchased water of all roughs and other non-play areas.
- e. Discontinue using purchased water for washing/rinsing of buildings, walls, structures, paved and other hard-surfaced areas including sport courts.
- f. Discontinue aesthetic purchased water use.
- g. Drought Fee (\$/LUE per month): None.

(F) **Drought Fee (\$/LUE per month):** None.

### 3. STAGE 2 Moderate Water Shortage Conditions (Mandatory Measures)

(A) **Requirements for Initiation:** The City Council shall implement Stage 2 Moderate Water Shortage Conditions when the combined storage of Lakes Travis and Buchanan equals or falls below 750,000 AF for 30 consecutive days.

(B) **Requirements for termination:** The City Council shall implement Stage 1 Moderate Water Shortage Conditions when the combined storage of Lakes Travis and Buchanan exceeds 750,000 AF for 30 consecutive days.

(C) **Irrigation Restrictions:** **ONCE per week** as outlined in Section 13.1112 and summarized in Section 13.1113. Hand-watering allowed daily between midnight and 10:00 AM or between 7:00 PM and midnight.

(D) **Target Purchased Water Use Reduction:** Golf courses to Achieve 30% purchased water use reduction, all other cases to achieve a 20% reduction in total purchased water use.

(E) **Purchased Water Use Reduction Response Measures:** Select as many response measures, as appropriate to the Municipal Customers golf course operation,



which will achieve the target reduction indicated.

- a. Watering of landscaped turf grass and planting beds with purchased water restricted to one day per week, except by use of hand-held hose, hand-held bucket, or drip irrigation. Customers wishing to install new landscaping or revegetating an established area may apply for a variance as outlined in Section 13.1108.
- b. Vehicle and Boat Washing: Use of purchased water to wash any motor vehicle, such as a motorbike, boat, trailer, or airplane is prohibited except on the designated irrigation day during normal irrigation hours. Such activity shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle. A vehicle may be washed any time at a commercial car wash facility or commercial service station. Further, this activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.
- c. Pools: The City Council may limit the filling of all new and existing swimming pools, hot tubs, wading pools. Replenishing to maintenance level is permitted. Draining may be permitted only onto pervious surfaces or onto a surface where water will be transmitted directly to a pervious surface, and only if:
  - a) Draining excess water from pool due to rain in order to lower water to maintenance level.
  - b) Repairing, maintaining or replacing pool components that have become hazardous.
  - c) Repair of a pool leak.
  - d) Refilling of public/community swimming pools is permitted only if the pool has been drained for repairs, maintenance, or replacement as outlined in above.
- d. Outside Water Features: The City Council may limit the operation of outside purchased water features, such as, but not limited to, fountains, splash pad type fountains or outdoor misting systems, except where such features are used to sustain aquatic life or maintain water quality. This provision includes fountains associated with aesthetic ponds and swimming pools.
- e. Ponds: Ponds used for aesthetic, amenity, and/or storm water purposes may maintain water levels only necessary to preserve the integrity of the liner and operating system. The City Manager or his designee may request specific design documentation regarding a pond and the intended purpose.
- f. Events: Events involving the use of purchased water such as: car washes, festivals, parties, water slides, and other activities involving the use of purchased water are permitted, if the purchased water being used drains

to a recirculating device, or onto a pervious surface to prevent water waste.

- g. Restaurants: All restaurants are encouraged to serve purchased water to their patrons only upon request.
- h. Fire Hydrants: Use of purchased water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare. Use of purchased water from designated fire hydrants for construction purposes may be allowed under special conditions and requires a meter; a variance application must be submitted with an explanation of the special conditions.
- i. Recreational areas (includes parks and athletic fields): The areas can only be used for designated or scheduled events or activities. Unnecessary foot traffic must be discouraged. Watering must follow a no more than twice per week schedule. A variance can be obtained if watering cannot be completed on the designated two-day schedule.
- j. Purchased Water Waste: The City Council may restrict the following non-essential uses of purchased water at all times during periods in which restrictions have gone into effect:
  - a) Washing sidewalks, walkways, driveways, parking lots, street, tennis courts, and other impervious surfaces may be prohibited except for immediate health and safety.
  - b) Washing buildings, houses or structures with a pressure washer or garden hose may be prohibited for aesthetic purposes but allowable for surface preparation of maintenance work to be performed.
  - c) Flushing gutters or flooding gutters may be prohibited except for immediate health and safety.
  - d) Controlling dust may be prohibited, unless there is a demonstrated need to do so for reasons of public health and safety, or as part of an approved construction plan.
- k. The CoLV shall discontinue water line flushing unless necessary for public health reasons.
- l. The CoLV shall keep customers informed about issues regarding current and projected purchased water supply and demand conditions.
- m. Reduce irrigation with purchased water of all play-areas (greens, teeing area, and fairways) to achieve reduction target.
- n. Irrigation with purchased water of all roughs and other non-play areas

prohibited.

- o. Reduce irrigation with purchased water of all practice areas (putting and driving ranges).
- p. Using purchased water for washing/rinsing of buildings, walls, structures, paved, and other hard-surfaced areas including sport courts prohibited.
- q. Aesthetic purchased water use prohibited.

(F) **Drought Fee (\$/LUE per month):** Ten dollars (\$10).

#### 4. **STAGE 3 Severe Water Shortage Conditions (Mandatory Measures)**

(A) **Requirements for Initiation:** The City Council shall implement Stage 3 Severe Water Shortage Conditions when the combined storage of Lakes Travis and Buchanan equals or falls below 600,000 AF for 30 consecutive days.

(B) **Requirements for termination:** The City Council shall implement Stage 2 Moderate Water Shortage Conditions when the combined storage of Lakes Travis and Buchanan exceeds 600,000 AF for 30 consecutive days.

(C) **Irrigation Restrictions:** No automatic or hose-end irrigation with purchased water. All other non-essential outdoor water use is prohibited unless water source is from an alternate supply, such as reuse water, rainwater, or graywater. Hand-watering allowed for 6 hours daily between midnight and 10:00 AM or between 7:00 PM and midnight.

(D) **Target Purchased Water Use Reduction:** Achieve a 30% reduction in total purchased water use or in accordance with LCRA DCP.

(E) **Purchased Water Use Reduction Response Measures:**

a. Irrigation of Landscaped Areas:

a) Irrigation of landscaped areas is prohibited, except with hand-held hoses, hand-held buckets, or drip irrigation. The use of hose-end sprinklers or in-ground irrigation systems are prohibited.

b) New landscape installation is prohibited.

b. Vehicle and Boat Washing: Use of purchased water to wash any motor vehicle, such as a motorbike, boat, trailer, or airplane is prohibited except on the designated irrigation day during normal irrigation hours. Such activity shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle. A vehicle may be washed any time at a commercial car wash facility or commercial service station. Further, this activity is exempt from these regulations if the health, safety, and

welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.

- c. Pools: The installation of new swimming pools may be prohibited unless the pool is built with a pool cover. The filling or replenishing of swimming pools with purchased water is prohibited unless the swimming pool is covered with a pool cover when not in use. The filling or replenishing of hot tubs, wading pools, and other types of pools with purchased water is prohibited. Public/community swimming pools may be exempt from this prohibition to maintain safe levels of water quality for human contact.
- d. Events: Events involving the use of purchased water such as car washes, festivals, parties, water slides, and other activities involving the use of purchased water may be prohibited.
- e. Recreational areas (includes parks and athletic fields): The areas can only be used for designated or scheduled events or activities. Unnecessary foot traffic must be discouraged. Watering is prohibited except with a hand-held hose.
- f. All purchased water customers are required to further reduce non-essential purchased water uses.
- g. Limit irrigation with purchased water of greens and teeing area to no more than LCRA's recommended outdoor watering schedule and to hand-watering only.
- h. Irrigation with purchased water of landscaped turf grass and planting beds prohibited.
- i. Irrigation with purchased water of all roughs and other non-play areas prohibited.
- j. Limit irrigation with purchased water of all practice areas (putting and driving ranges) to once per week.
- k. Irrigation with purchased water of all fairways prohibited.
- l. Using purchased water for washing/rinsing of buildings, walls, structures, paved, and other hard-surfaced areas including sport courts prohibited.
- m. Aesthetic purchased water use prohibited.

**(G) Drought Fee (\$/LUE per month):** Twenty dollars (\$20).

#### **5. STAGE 4 Severe Water Shortage Conditions (Mandatory Measures)**

- (A) **Requirements for Initiation:** The City Council shall implement Stage 4 Severe Water Shortage Conditions when one or a combination of such triggering criteria occurs:
- a. The LCRA Board declares a Drought Worse than the Drought of Record (DWDOR) or other water supply emergency and orders the mandatory curtailment of firm water supplies.
  - b. Upon notification from LCRA that it is declaring a DWDOR.
- (B) **Requirements for Termination:** The City Council shall implement Stage 3 Severe Water Shortage Conditions when the LCRA announces that the DWDOR mandatory water restrictions for firm water customers are no longer required.
- (C) **Irrigation Restrictions:** All irrigation with purchased water prohibited. All other non-essential outdoor water use is prohibited unless water source is from an alternate supply, such as reuse water, rainwater, or graywater. No hand-watering allowed.
- (D) **Target Purchased Water Use Reduction:** Reduce purchased water use in accordance with LCRA DCP.
- (E) **Purchased Water Use Reduction Response Measures:**
- a. Irrigation of Landscaped Areas is Prohibited.
  - b. Vehicle and Boat Washing is Prohibited.
  - c. Pools: The installation of new swimming pools is prohibited. The filling or replenishing of existing swimming pools, hot tubs, wading pools, and other types of pools with purchased water is prohibited. Public/community swimming pools may be exempt from this prohibition to maintain safe levels of water quality for human contact.
  - d. Events: Events involving the use of purchased water such as car washes, festivals, parties, water slides, and other activities involving the use of purchased water is prohibited.
  - e. Recreational areas (includes parks and athletic fields): Watering with purchased water is prohibited.
  - f. All purchased water customers are required to further reduce non-essential purchased water uses.
  - g. Use of purchased water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare only.
  - h. Irrigation with purchased water of greens and teeing area prohibited.

- i. Irrigation with purchased water of landscaped turf grass and planting beds prohibited.
- j. Irrigation with purchased water of all roughs and other non-play areas prohibited.
- k. Irrigation with purchased water of all practice areas (putting and driving ranges) prohibited.
- l. Irrigation with purchased water of all fairways prohibited.
- m. Using purchased water for washing/rinsing of buildings, walls, structures, paved, and other hard-surfaced areas including sport courts prohibited.
- n. Aesthetic purchased water use prohibited.

(F) **Drought Fee (\$/LUE per month):** Twenty dollars (\$20).

#### 6. STAGE 5 Emergency Water Conservation Conditions

(A) **Requirements for Initiation:** The City Manager shall implement Stage 5 Emergency Water Conservation Conditions when one or a combination of such triggering criteria occurs:

- c. LCRA declares a natural or man-made contamination of the water supply source.
- d. Any other emergency water supply or demand conditions that the LCRA General Manager or the LCRA Board determines that either constitutes a water supply emergency.
- e. The CoLV declares a water demand emergency.
- f. The CoLV declares a Water Plant emergency.
- g. The CoLV declares a water distribution system outage.

(B) **Requirements for Termination:** When the LCRA and/or City Manager announce that the Stage 5 Emergency Water Conservation Conditions water restrictions are no longer required.

(C) **Irrigation Restrictions:** All irrigation with purchased water prohibited. All other non-essential outdoor water use is prohibited unless water source is from an alternate supply, such as reuse water, rainwater, or graywater. No hand-watering allowed.

(D) **Target Purchased Water Use Reduction:** Reduce purchased water use for affected area to minimum possible purchased water use.

(E) **Purchased Water Use Reduction Response Measures:**

- a. Irrigation of landscaped areas is prohibited.
- b. Use of purchased water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare only.
- c. Irrigation with purchased water of greens and teeing area prohibited.
- d. Irrigation with purchased water of landscaped turf grass and planting beds prohibited.
- e. Irrigation with purchased water of all roughs and other non-play areas prohibited.
- f. Irrigation with purchased water of all practice areas (putting and driving ranges) prohibited.
- g. Irrigation with purchased water of all fairways prohibited.
- h. Using purchased water for washing/rinsing of buildings, walls, structures, paved, and other hard-surfaced areas including sport courts prohibited.
- i. Aesthetic purchased water use prohibited.

(F) **Drought Fee (\$/LUE per month):** TBD by the City Manager.

**Sec. 13.1106 Wholesale Purchased Water Customers**

All CoLV wholesale purchased water customers are required to develop and formally adopt DCPs plans for their own systems in accordance with Title 30 Texas Administrative Code Sections 288.20 and 288.22. The water supply triggers and target reduction goals must be consistent with both the CoLV and LCRA DCPs. In addition, the measures of this plan must be at least as stringent as the drought response measures required by this Article for its retail customers. Wholesale purchased water customers must include in their wholesale water supply contracts the requirement that each successive wholesale customer develop and formally adopt a revised DCP every 5 years, subject to CoLV approval, consistent with the LCRA DCP.

(a) **Normal Water Storage Conditions**

The CoLV will contact wholesale purchased water customers as needed to discuss supply and demand conditions. The CoLV will provide a limited supply of consumer information and materials on water conservation measures and practices to wholesale purchased water customers.

(b) **STAGE 1 Moderate Water Shortage Conditions (Mandatory Measures)**

The CoLV will keep wholesale purchased water customers informed about ongoing demand, as well as current and projected water supply conditions. The CoLV will initiate discussions with wholesale purchased water customers about potential curtailment and the implementation of mandatory



measures to reduce all non-essential purchased water uses.

(c) **STAGE 2 Moderate Water Shortage Conditions (Mandatory Measures)**

The CoLV will contact its wholesale purchased water customers to initiate mandatory measures to control purchased water demand to ensure adequate water supply for emergency response requirements. Mandatory measures shall include the curtailment of nonessential purchased water uses in accordance with the wholesale purchased water customer's own DCP.

(d) **STAGE 3 Severe Water Storage Conditions**

The CoLV will contact its wholesale purchased water customers to initiate mandatory measures to control purchased water demand to ensure adequate water supply for emergency response requirements. Mandatory measures shall include the curtailment of automatic or hose-end irrigation in accordance with the wholesale purchased water customer's own DCP.

(e) **STAGE 4 Emergency Water Conditions**

The CoLV will contact its wholesale purchased water customers to initiate mandatory measures to control purchased water demand to ensure adequate water supply for emergency response requirements. Mandatory measures shall include the curtailment of all irrigation in accordance with the wholesale purchased water customer's own DCP.

(f) **STAGE 5 Emergency Water Conditions**

The CoLV will contact its wholesale purchased water customers to initiate mandatory measures to control purchased water demand to ensure adequate water supply for emergency response requirements. Mandatory measures shall include the curtailment of all irrigation in accordance with the wholesale purchased water customer's own DCP.

### **Sec. 13.1107 Enforcement**

The following enforcement provisions shall apply to all CoLV purchased water customers:

(a) No person shall knowingly or intentionally use or allow the use of purchased water from the CoLV water utility system for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Article, or in an amount in excess of that permitted by the drought response stage in effect at the time.

(b) Any person who violates this Article shall be subject to the following fines, penalties and/or conditions of service:

1. Following the first documented purchased water violation, the violator shall be given a notice specifying the type of violation and the date and time it was observed. Fines and restrictions on service that may result from additional violations.

2. Following the second documented purchased water violation, the violator shall:

(A) Be criminally responsible for the violation of this Article, punishable by a minimum fine of \$100.00 and a maximum fine not to exceed \$500.00.

(B) And may be subject to a civil penalty not to exceed \$1000.00.

3. Following the third documented purchased water violation, the violator shall:
    - (A) Be criminally responsible for the violation of this Plan, punishable by a minimum fine of \$250.00 and a maximum fine of \$500.00.
    - (B) And may be subject to a civil penalty of not to exceed \$1000.00.
  4. Following the fourth documented purchased water violation, the CoLV may, upon due notice to the customer, discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge, hereby established at \$500.00, and any outstanding charges including late payment fees or penalties. In addition, suitable assurance in the amount of a deposit of \$1000.00 must be given to the CoLV so that the same action shall not be repeated while this Article is in effect. The CoLV may apply the deposit to any surcharges or penalties subsequently assessed under this Article against a customer. The deposit, if any, shall be returned to the customer at the time of the customer's voluntary disconnection from the utility system.
- (c) Each day that one or more of the provisions in this plan is violated shall constitute a separate purchased water violation. Any person, including one classified as a purchased water customer of the CoLV, in apparent control of the property where a violation occurs or originates, shall be presumed to be the violator. Any such person, however, shall have the right to show that he did not commit the violation.
  - (d) The City Manager or his designee shall have the power to enforce the provisions of this Article.
  - (e) The municipal court shall have the power to issue to the City Manager or his designee administrative search warrants, or other process allowed by law, where necessary to aid in enforcing this DCP.
  - (f) Judicial enforcement of fines and penalties issued pursuant to this Article may be sought through a municipal court, district court or small claims court having jurisdiction over the matter.
  - (g) Compliance with this Article also may be sought through injunctive relief in state district court.
  - (h) Enforcement for Wholesale Customers:
    1. Wholesale purchased water customers shall provide the CoLV with an order, ordinance, or resolution to demonstrate adequate enforcement provisions for the wholesale purchased water customer's own DCP.
    2. In addition, wholesale purchased water customers who fail to comply with the drought contingency measures in the plan may be subject to the following civil penalties, in addition to any other remedies available to the CoLV by law or under the terms of the wholesale water contracts.
  3. Penalties for wholesale purchased water customers:
    - (A) First documented violation: written notice of violation.

(B) Second documented violation: penalty fee of a minimum of \$2,500.00 and a maximum fee of \$10,000.00.

(C) Third documented violation: penalty fee of a minimum of \$5,000.00 and a maximum fee of \$10,000.00.

### **Sec. 13.1108 Variances**

(a) The City Manager may grant variances:

1. From specific applications of the outdoor purchased water schedule, providing that the variances do not increase the time allowed for watering but rather alter the schedule for watering.
2. Allowing the use of alternative water supply that does not increase demand on potable water sources for outdoor use. Variance requests may be submitted to staff and need not meet the requirements of subsection below.

(b) The City Manager may grant in writing temporary variances for existing purchased water uses otherwise prohibited under this article if it is determined that failure to do so would cause an emergency adversely affecting the public health, sanitation, or fire protection, and if one or more of the following conditions are met:

1. Compliance with this DCP cannot be accomplished during the duration of the time the DCP is in effect.
2. Alternative methods can be implemented that will achieve the same level of reduction in purchased water use.

(c) Persons requesting a variance from the provisions of this DCP shall file a petition for variance with the CoLV any time the DCP or a applicable drought response stage is in effect. The City Manager or his designee will review petitions for variances. The petitions shall include the following:

1. Name and address of the petitioner.
2. Purpose of purchased water use.
3. Specific provision of the DCP from which the petitioner is requesting relief.
4. Detailed statement as to how the specific provision of this Article adversely affects the petitioner or what damage or harm the petitioner or others will sustain if petitioner complies with this DCP.
5. Description of the relief requested.
6. Period of time for which the variance is sought.
7. Measures the petitioner is taking or proposes to take to meet the intent of this DCP and the

compliance date.

8. Other pertinent information.

(d) Variances granted by the CoLV shall be subject to the following conditions, unless waived or modified by the City Manager, or his designee:

1. Variances granted shall include a timetable for compliance.

2. Variances granted shall expire when this Article or its requirements are no longer in effect, unless the petitioner has failed to meet specified requirements.

(e) No variance shall be retroactive or otherwise excuse any violation occurring before the variance was issued.

### **Sec. 13.1109 DCP Updates**

This Article and other operational measures to conserve purchased water in times of drought will be reviewed and updated as needed to meet both TCEQ and LCRA DCP rules.

### **Sec. 13.1110 Notification to LCRA**

Notification of any mandatory provisions of the Municipal Customers DCP shall be made to the LCRA General Manager by the City Manager in writing within five (5) business days of implementation.

### **Sec. 13.1111 Implementation**

By signing this ordinance, the CoLV authorized representative warrants and represents that: (1) the City Council has approved this plan; and, (2) the representative is authorized by the City Council to implement this plan.

As noted herein, the City Manager shall monitor usage patterns and public education efforts and will make recommendations to the City Council on any possible future conservation efforts, demand management procedures or any change to this DCP. The City Manager will develop public awareness notices, bill stuffers and other methods that will begin and continue as a constant type of reminder that water should be conserved at all times. In compliance with the laws and regulations, the City Manager will also review and evaluate any needed amendments or major changes to this DCP that may be needed due to changes in the CoLV service area population, distribution system or supply.

In a shortage of water not covered by the LCRA Water Management Plan or other conservation plan approved by TCEQ applicable to LCRA's firm water supply, a water contract customer who fails to implement its applicable DCP is subject to curtailment of firm water supply by LCRA based on

the customer’s pro rata share less the amount of water the customer would have saved if the customer had operated its water system in compliance with the DCP.

**Sec. 13.1112 CoLV Purchased Water Irrigation Schedule**

**(a) STAGE 1 Moderate Water Shortage Conditions (Mandatory Measures)**

Irrigate outdoors using an in-ground irrigation system or hose-end sprinkler no more than **TWICE per week** and only during scheduled days and times as indicated below. Hand-watering allowed daily between midnight and 10:00 AM or between 7:00 PM and midnight.

**Residential**

Odd number addresses: Wednesdays and Saturdays  
Even number addresses: Thursdays and Sundays

**Commercial (including large landscapes such as HOA common areas):**

Tuesdays and Fridays

**Watering Hours:**

Midnight to 10 a.m. and 7 p.m. to midnight

**(b) STAGE 2 Moderate Water Shortage Conditions (Mandatory Measures)**

Irrigate outdoors using an in-ground irrigation system or hose-end sprinkler no more than **ONCE per week** and only during scheduled days and times as indicated below. Hand-watering allowed daily between midnight and 10:00 AM or between 7:00 PM and midnight.

**Residential**

Odd number addresses: Saturdays  
Even number addresses: Sundays

**Commercial (including large landscapes such as HOA common areas):** Fridays

**Watering Hours:**

Midnight to 10 a.m. and 7 p.m. to midnight

**(c) STAGE 3 Severe Water Shortage Conditions (Mandatory Measures)**

**Residential**

No hose-end sprinkler or automatic irrigation. Hand-watering allowed for 6 hours daily between midnight and 10:00 AM or between 7:00 PM and midnight.

**Commercial (including large landscapes such as HOA common areas):** No hose-end sprinkler or automatic irrigation. Hand-watering allowed for 6 hours daily between midnight and 10:00 AM or between 7:00 PM and midnight.

**Watering Hours:**

Midnight to 10 a.m. and 7 p.m. to midnight

- (d) **STAGE 4 Severe Water Shortage Conditions (Mandatory Measures) / STAGE 5 Emergency Water Conservation Conditions:**

**Residential**

All irrigation prohibited. No hand-watering allowed.

**Commercial (including large landscapes such as HOA common areas):** All irrigation prohibited. No hand-watering allowed.

**Watering Hours:** None.

## Sec. 13.1113 Summary of CoLV Water Demand, Supply, and Emergency Restriction Stages

	Trigger	Action	Purchased Water Irrigation Restriction	Goal	Drought Fee (\$/LUE/Mo)	End Condition
<b>Demand Triggers</b>	When total daily water demand equals or exceeds 97% in a single day	City Manager implements <b>Stage 4</b> Severe Water Shortage Condition Restrictions	Prohibited	Reduce purchased water use for affected area to minimum possible water usage	/	City Manager ends <b>Stage 4</b> Severe Water Shortage Condition Restrictions when triggering events has ceased to exist for 5 consecutive days
	When total daily water demand equals or exceeds 95% for 3 consecutive days	City Manager implements <b>Stage 4</b> Severe Water Shortage Condition Restrictions	Prohibited	Reduce purchased water use for affected area to minimum possible water usage	/	City Manager ends <b>Stage 4</b> Severe Water Shortage Condition Restrictions when triggering event has ceased to exist for 5 consecutive days
<b>Supply Triggers</b>	Combined lake storage > 900,000 AF	/	2-Days per Week	/	/	/
	Combined lake storage falls below 900,000 AF	City Council implements <b>Stage 1</b> Moderate Water Shortage Condition Restrictions	2-Days per Week	Reduce average purchased water use by 10% (use appropriate historical baseline).	\$0	<b>Stage 1</b> Moderate Water Shortage Condition Restrictions ends when combined lake storage rises above 900,000 AF for 30 days
	Combined lake storage falls below 750,000 AF	City Council implements <b>Stage 2</b> Moderate Water Shortage Condition Restrictions	1-Day per Week	Reduce average purchased average water use by 20% (use appropriate historical baseline)	\$10	City Council ends <b>Stage 2</b> Moderate Water Shortage Condition Restrictions when combined lake storage rises above 750,000 AF for 30 days
	Combined lake storage falls below 600,000 AF	City Council implements <b>Stage 3</b> Severe Water Shortage Condition Restrictions	No Automatic or hose-end irrigation. Hand-watering allowed for 6-hrs per day	Reduce average purchased water use by 30% (use appropriate historical baseline) or in accordance LCRA DCP	\$20	City Council ends <b>Stage 3</b> Severe Water Shortage Condition Restrictions when combined lake storage rises above 600,000 AF for 30 days
	LCRA declares <b>Drought Worse than Drought of Record</b>	City Council implements <b>Stage 4</b> Severe Water Condition Restrictions	Prohibited	Reduce purchased water use in accordance with LCRA DCP	\$20	City Council ends <b>Stage 4</b> Severe Water Condition Restrictions when LCRA rescinds DWDOR restrictions
<b>Emergency Triggers</b>	Declared by City Manager because of a CoLV Water Plant failure, a CoLV water distribution system outage, or an LCRA water supply emergency	City Manager implements <b>Stage 5</b> Emergency Water Conservation Condition Restrictions	Prohibited	Reduce purchased water use for affected area to minimum possible water usage	TBD	City Manager ends <b>Stage 5</b> Emergency Water Condition Restrictions once CoLV or LCRA emergency water supply event has been resolved





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

**To:** Mayor & City Council

**Council Meeting:** June 21, 2018

**From:** Eric Belaj, PE, CFM

**Subject:** Discussion and Action regarding the Taps and Line Extension construction contract award to CTX Civil Constructors, LLC.

**Request:** Bid Award

**Legal Document:** Other

**Legal Review:**

**EXECUTIVE SUMMARY:**

The City recently received six proposals from contractors willing to perform the line extensions and service taps for the City. The proposals were turned in by 9 AM, on Thursday, May 31, 2018.

**Bids:** Staff has reviewed and tabulated six (6) proposals. Summary of the bid tab is attached. The review of the tabulated costs indicates that the three lowest contractors are CTX Civil Constructors, Lance Plumbing, and Nerie Construction. Out of the three, Nerie Const. although they indicated adequate qualifications, they requested a considerable large number of work orders that the City was not able to provide.

**Funding:** The City receives Tap and Line extension fees from builders. Staff is looking at the possibility to create a separate account, one which can keep track of the revenue funds for taps and line extensions, but also one which can be used to pay the contractors for the installation of taps and line extensions. This will allow City staff to not only separate City maintenance and replacement activities, but also track and assure that the program is self-funded.

**Qualification:** Both CTX Civil Constructors, Lance Plumbing have constructed many similar projects for the City and around the Central Texas area, both private and public.

**Recommendation:** Staff recommend awarding of a unit price contract to CTX Civil Constructors, as the primary contractor.

**Impact if Approved:**

The approval will begin the contractual paperwork process for this project. Once city staff has completed the paperwork, Mayor or CM will sign, and staff will arrange for the project to start construction. This will allow the City to get caught up on line extensions and taps, and for the utility staff to concentrate on maintenance and replacements.

**Impact if Denied:**

The city will fall behind on taps and line extension requests. Currently there is approximately a 4-month backlog. Staff is not able to keep up with demand unless a contractor is assisting.

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

**Indicate Funding Source:**

City collected fees for taps and line extensions

**Suggested Motion/Recommendation/Action**

Motion to   -  -

Motion to   -  -

Motion to   -  -

**Known as:**

Approval of construction contract award to CTX Civil Constructors, LLC.

**Agenda Item Approved by City Manager**

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**STANDARD CONSTRUCTION CONTRACT**

**STATE OF TEXAS**

§

§ **KNOW ALL MEN BY THESE PRESENTS:**

**COUNTIES OF TRAVIS**

§

**THIS CONTRACT** is made and entered into on this the 13th day of June, 2018 by and between the CITY OF LAGO VISTA (hereinafter referred to as “**OWNER**”) and CTX Civil Constructors, LLC (hereinafter referred to as “**CONTRACTOR**”). In consideration of the mutual covenants set forth, the OWNER and CONTRACTOR agree as follows:

**Article I. Work**

The CONTRACTOR shall perform all of the work as specified in the Contract Documents pertaining to Line Extensions and Service Taps. The work is generally described as follows:

**Water & Wastewater Line Extensions and Service Taps**

**ATTACHED ADDENDUM**

Addenda numbers **2** to **2**, inclusive.

Plans and Specification prepared by: The City of Lago Vista

**CITY OF LAGO VISTA**

All extra work shall be performed as specified or indicated in the Contract Documents; and, at the CONTRACTOR’s own cost and expense, the CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services as may be necessary in order to complete the construction, as described above and in accordance with the Contract Documents unless otherwise agreed to by the OWNER.

**Article II. Contract Documents**

The Contract Documents may only be altered, amended or modified as provided in the General Conditions. The Contract Documents consist of: this written agreement setting forth the work to be performed; advertisement, if any; instructions to bidders, if any; proposal; addendum; specifications, including the general, special, and technical conditions, provisions, plans, or working drawings; any supplemental changes or agreements pertaining to the work or materials therefore (Change Orders); maintenance, performance and payment bonds; insurance certificate the Construction Standard Specifications as provided for in the contract documents, or if not, then as published by the City of Lago Vista, as amended, and, any additional documents incorporated by reference. These form the Contract Documents and all are as fully a part of the Contract as if attached to this agreement or repeated herein.

### **Article III. Contract Time**

The CONTRACTOR shall perform and complete all the items or work listed and referred to in the Contract Documents within   n/a   calendar days. All limitations of time set forth herein are material and are of the essence of this Contract.

### **Article IV. Contract Price**

The OWNER shall pay the CONTRACTOR for completion of the work in accordance with the Contract Documents using current funds. Such payments shall be subject to the General and Special Conditions to the Contract, as contained in the Contract Documents. The Contract is a Unit Price Contract. Should CONTRACTOR need to exceed the price stated herein, CONTRACTOR shall submit a Change Order with proper documentation for written approval by the OWNER. Undertaking any work prior to receiving the approval on a Change Order shall be at CONTRACTOR'S risk and OWNER shall not be required to pay for any work undertaken unless and until such Change Order is approved by the OWNER.

### **Article V. Debts**

The OWNER may, at its option, offset any amounts due and payable under this Contract against and debt (including taxes) lawfully due to OWNER from CONTRACTOR, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to OWNER has been reduced to judgment by a court.

### **Article VI. Miscellaneous Provisions**

The terms used in this Contract shall have the same meaning as designated in the General Provisions of the Standard Specifications aforementioned, as amended. The Contract Documents, which constitute the entire agreement between the OWNER and CONTRACTOR, are listed in Article II. No assignment by either party hereto of any rights under or interests in the Contract Documents will be binding on the other party hereto without the written consent of the party sought to be bound. The OWNER reserves the right to select to build the project herein in whole or in part as needed to meet budget constraints, coordination with other project, or to better align with the needs of the OWNER. The OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives hereto to the covenants, agreements, and obligations contained in the Contract Documents.

**IN WITNESS WHEREOF**, the OWNER and CONTRACTOR have executed this Contract in duplicate and on the date aforementioned. All portions of the Contract Documents have been signed or identified by the OWNER and CONTRACTOR.

**CONTRACTOR:** ~~CTX Civil Constructors, LLC~~

**CITY OF LAGO VISTA**

**By:** Andrew Lee

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

ATTEST:

ATTEST:

Name: Tammy Lee

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

Address for giving notices:

Address for giving notices:

P.O Box 4950

5803 Thunderbird Dr.  
Lago Vista, TX 78645

Lago Vista, Tx 78645

CONSTRUCTION UNIT COST FOR: Lago Vista Utility Installation

The *Pay Item* reference indicates the controlling specification for each Pay Item. Payment for all Items shall be based on **Planned Quantity**. Any non-authorized deviation from plans will not be Paid.

PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
<b>GENERAL REQUIREMENTS</b>				
1	TRAFFIC CONTROL (FOR EACH PROJECT / TASK)	1	LS	\$ 575.00
2	MOBILIZATION (FOR EACH PROJECT / TASK)	1	LS	\$ 575.00
<b>ROADWAY IMPROVEMENTS</b>				
3	ASPH PAVMT REPLACEMENT AND 6" BASE (10" WIDE OR LESS)	1	LF	\$ 13.50
4	ASPH PAVMT REPLACEMENT AND 6" BASE (11" TO 26" WIDE)	1	LF	\$ 27.35
3	CONC PAVMT REPLACEMENT (10" WIDE OR LESS)	1	LF	\$ 18.25
4	CONC PAVMT REPLACEMENT (11" TO 26" WIDE)	1	LF	\$ 35.25
<b>WATER SYSTEM IMPROVEMENTS</b>				
5	PIPE, HDPE, DR11 - 2"	1	LF	\$ 33.20
6	PIPE, HDPE, DR11 - 3"	1	LF	\$ 34.37
7	PIPE, HDPE, DR11 - 4"	1	LF	\$ 36.53
8	PIPE, HDPE, DR11 - 6"	1	LF	\$ 42.65
9	PIPE, HDPE, DR11 - 8"	1	LF	\$ 59.33
10	PIPE, HDPE, DR11 - 10"	1	LF	\$ 69.89
11	PIPE, HDPE, DR11 - 12"	1	LF	\$ 79.55
12	PIPE, HDPE, DR11 - 14"	1	LF	\$ 93.99
13	PIPE, HDPE, DR11 - 16"	1	LF	\$ 111.21
14	PIPE, HDPE, DR11 - 18"	1	LF	\$ 128.62
15	FIRE HYDRANT ASSEMBLY (VALVES, FITTINGS, VBOXES)	1	EA	\$ 3,846.75
16	GATE VALVE - 3"	1	EA	\$ 1,225.90
17	GATE VALVE - 4"	1	EA	\$ 1,406.45
18	GATE VALVE - 6"	1	EA	\$ 1,711.58
19	GATE VALVE - 8"	1	EA	\$ 2,099.13
20	GATE VALVE - 10"	1	EA	N/A
21	GATE VALVE - 12"	1	EA	\$ 3,429.30
22	GATE VALVE - 16"	1	EA	\$ 8,483.17
23	GATE VALVE - 18"	1	EA	\$ 13,800.00
24	WT SERVICE (LONG) 1.5" HDPE (SINGLE)	1	EA	\$ 1,607.55
25	WT SERVICE (LONG) 1.5" HDPE (DOUBLE)	1	EA	\$ 1,717.55
26	WT SERVICE (SHORT) 1.5" HDPE (SINGLE)	1	EA	\$ 1,042.55
27	WT SERVICE (SHORT) 1.5" HDPE (DOUBLE)	1	EA	\$ 1,302.55

CONSTRUCTION UNIT COST FOR: Lago Vista Utility Installation

The *Pay Item* reference indicates the controlling specification for each Pay Item. Payment for all Items shall be based on **Planned Quantity**. Any non-authorized deviation from plans will not be Paid.

PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
<b>WASTEWATER SYSTEM IMPROVEMENTS</b>				
28	PIPE, HDPE, DR11 - 2"	1	LF	\$ 32.20
29	PIPE, HDPE, DR11 - 3"	1	LF	\$ 33.37
30	PIPE, HDPE, DR11 - 4"	1	LF	\$ 35.53
31	PIPE, HDPE, DR11 - 6"	1	LF	\$ 41.65
32	PIPE, HDPE, DR11 - 8"	1	LF	\$ 58.33
33	PIPE, HDPE, DR11 - 10"	1	LF	\$ 68.89
34	PIPE, HDPE, DR11 - 12"	1	LF	\$ 78.55
35	PIPE, HDPE, DR11 - 14"	1	LF	\$ 92.99
36	PIPE, HDPE, DR11 - 16"	1	LF	\$ 110.21
37	PIPE, HDPE, DR11 - 18"	1	LF	\$ 127.62
38	GATE VALVE - 3"	1	EA	\$ 1,225.90
39	GATE VALVE - 4"	1	EA	\$ 1,406.45
40	GATE VALVE - 6"	1	EA	\$ 1,711.58
41	GATE VALVE - 8"	1	EA	\$ 2,099.13
42	GATE VALVE - 10"	1	EA	N/A
43	GATE VALVE - 12"	1	EA	\$ 3,429.30
44	GATE VALVE - 16"	1	EA	\$ 8,483.17
45	GATE VALVE - 18"	1	EA	\$ 13,800.00
46	WW SERVICE (LONG) 4" HDPE GRAVITY (SINGLE)	1	EA	\$ 1,692.00
47	WW SERVICE (LONG) 4" HDPE GRAVITY (DOUBLE)	1	EA	\$ 1,822.00
48	WW SERVICE (SHORT) 4" HDPE GRAVITY(SINGLE)	1	EA	\$ 1,367.00
49	WW SERVICE (SHORT) 4" HDPE GRAVITY (DOUBLE)	1	EA	\$ 1,497.00
50	WW SERVICE (LONG) 2" HDPE (SINGLE)	1	EA	\$ 1,592.00
51	WW SERVICE (LONG) 2" HDPE (DOUBLE)	1	EA	\$ 1,722.00
52	WW SERVICE (SHORT) 2" HDPE (DOUBLE)	1	EA	\$ 1,267.00
53	WW SERVICE (SHORT) 2" HDPE (DOUBLE)	1	EA	\$ 1,492.00

All utility line installation include bedding, system sterilization, testing, site clearing, and all appurtenances needed for a complete project. All service lines include pipe, valves, valve boxes, meter boxes, and associated fittings.





**ADDENDUM NO. 1**

May 21, 2018

**UTILITY INSTALLATION REQUEST FOR PROPOSAL  
PID: N/A**

Ladies/Gentlemen:

The **City of Lago Vista** issues this Addendum on the above captioned project. This Addendum details the changes and the respective bid document pages which were added and/or changed. Each bidder is required to acknowledge receipt of this Addendum, on the form included in the Addendum below. Failure to acknowledge receipt of this Addendum in your bid proposal will result in your bid not being read.

Please sign and return one copy of this Addendum to our office, located at:

Attn: Eric Belaj  
5803 THUNDERBIRD ST.  
LAGO VISTA, TX 78645  
Or by e-mail at: [ebelaj@lago-vista.org](mailto:ebelaj@lago-vista.org)

ENGINEER APPROVAL:

Eric Belaj, PE, CFM  
City Engineer/DPW  
C: 972-971-6444

Addendum items and pertaining attachment will be included in the following pages.

ADDENDUM BIDDER ACKNOWLEDGMENT:

\_\_\_\_\_  
CTX Civil Constructors, LLC.  
(Company Name)

\_\_\_\_\_  
Andrew Lee  
(Bidder Rep. Name)

By: \_\_\_\_\_  
Andrew Lee  
(Signature)

Date: \_\_\_\_\_  
06/13/18



1. **Bid Tab**: Delete Bid Tab as provided in the bid Document and Replace with the revised Bid Tab Dated 05/21/2018 as attached. The City is correcting some mistakes in the Bid Tab. The City is also providing an excel file of the Bid Tab. Respondent is NOT required to use this excel file and can opt to fill in the PDF.
2. **Advertisement**: The RFP Deadline is 5:00 PM, WEDNESDAY, MAY 30, 2018. See attached the correct advertisement.

**CITY OF LAGO VISTA  
UTILITY INSTALLATION REQUEST FOR PROPOSAL**

The City of Lago Vista issues a Request for Proposal (RFP) for qualified firms or individuals interested in providing the City with utility installation construction services. The RFP deadline is 5:00 PM, WEDNESDAY, MAY 30, 2018. All questions should be sent by e-mail at [ebelaj@lago-vista.org](mailto:ebelaj@lago-vista.org) and are due by 5:00 PM, MONDAY, MAY 28, 2018. The submittals can be sent electronically to the e-mail above or by mail at: Attn ERIC BELAJ, 5803 THUNDERBIRD ST. LAGO VISTA, TX 78645. The RFP documents can be found on the City's website and CivCast under project no: LAGOUTILRFP

CONSTRUCTION UNIT COST FOR: **Lago Vista Utility Installation**

The *Pay Item* reference indicates the controlling specification for each Pay Item. Payment for all Items shall be based on **Planned Quantity**. Any non-authorized deviation from plans will not be Paid.

PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
<b>GENERAL REQUIREMENTS</b>				
1	TRAFFIC CONTROL (FOR EACH PROJECT / TASK)	1	LS	\$ -
2	MOBILIZATION (FOR EACH PROJECT / TASK)	1	LS	\$ -
<b>ROADWAY IMPROVEMENTS</b>				
3	ASPH PAVMT REPLACEMENT AND 6" BASE (10" WIDE OR LESS)	1	LF	\$ -
4	ASPH PAVMT REPLACEMENT AND 6" BASE (11" TO 26" WIDE)	1	LF	\$ -
3	CONC PAVMT REPLACEMENT (10" WIDE OR LESS)	1	LF	\$ -
4	CONC PAVMT REPLACEMENT (11" TO 26" WIDE)	1	LF	\$ -
<b>WATER SYSTEM IMPROVEMENTS</b>				
5	PIPE, HDPE, DR11 - 2"	1	LF	\$ -
6	PIPE, HDPE, DR11 - 3"	1	LF	\$ -
7	PIPE, HDPE, DR11 - 4"	1	LF	\$ -
8	PIPE, HDPE, DR11 - 6"	1	LF	\$ -
9	PIPE, HDPE, DR11 - 8"	1	LF	\$ -
10	PIPE, HDPE, DR11 - 10"	1	LF	\$ -
11	PIPE, HDPE, DR11 - 12"	1	LF	\$ -
12	PIPE, HDPE, DR11 - 14"	1	LF	\$ -
13	PIPE, HDPE, DR11 - 16"	1	LF	\$ -
14	PIPE, HDPE, DR11 - 18"	1	LF	\$ -
15	FIRE HYDRANT ASSEMBLY (VALVES, FITTINGS, VBOXES)	1	EA	\$ -
16	GATE VALVE - 3"	1	EA	\$ -
17	GATE VALVE - 4"	1	EA	\$ -
18	GATE VALVE - 6"	1	EA	\$ -
19	GATE VALVE - 8"	1	EA	\$ -
20	GATE VALVE - 10"	1	EA	\$ -
21	GATE VALVE - 12"	1	EA	\$ -
22	GATE VALVE - 16"	1	EA	\$ -
23	GATE VALVE - 18"	1	EA	\$ -
24	WT SERVICE (LONG) 1.5" HDPE (SINGLE)	1	EA	\$ -
25	WT SERVICE (LONG) 1.5" HDPE (DOUBLE)	1	EA	\$ -
26	WT SERVICE (SHORT) 1.5" HDPE (SINGLE)	1	EA	\$ -
27	WT SERVICE (SHORT) 1.5" HDPE (DOUBLE)	1	EA	\$ -

CONSTRUCTION UNIT COST FOR: Lago Vista Utility Installation

The *Pay Item* reference indicates the controlling specification for each Pay Item. Payment for all Items shall be based on **Planned Quantity**. Any non-authorized deviation from plans will not be Paid.

PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
<b>WASTEWATER SYSTEM IMPROVEMENTS</b>				
28	PIPE, HDPE, DR11 - 2"	1	LF	\$ -
29	PIPE, HDPE, DR11 - 3"	1	LF	\$ -
30	PIPE, HDPE, DR11 - 4"	1	LF	\$ -
31	PIPE, HDPE, DR11 - 6"	1	LF	\$ -
32	PIPE, HDPE, DR11 - 8"	1	LF	\$ -
33	PIPE, HDPE, DR11 - 10"	1	LF	\$ -
34	PIPE, HDPE, DR11 - 12"	1	LF	\$ -
35	PIPE, HDPE, DR11 - 14"	1	LF	\$ -
36	PIPE, HDPE, DR11 - 16"	1	LF	\$ -
37	PIPE, HDPE, DR11 - 18"	1	LF	\$ -
38	GATE VALVE - 3"	1	EA	\$ -
39	GATE VALVE - 4"	1	EA	\$ -
40	GATE VALVE - 6"	1	EA	\$ -
41	GATE VALVE - 8"	1	EA	\$ -
42	GATE VALVE - 10"	1	EA	\$ -
43	GATE VALVE - 12"	1	EA	\$ -
44	GATE VALVE - 16"	1	EA	\$ -
45	GATE VALVE - 18"	1	EA	\$ -
46	WW SERVICE (LONG) 4" HDPE GRAVITY (SINGLE)	1	EA	\$ -
47	WW SERVICE (LONG) 4" HDPE GRAVITY (DOUBLE)	1	EA	\$ -
48	WW SERVICE (SHORT) 4" HDPE GRAVITY(SINGLE)	1	EA	\$ -
49	WW SERVICE (SHORT) 4" HDPE GRAVITY (DOUBLE)	1	EA	\$ -
50	WW SERVICE (LONG) 2" HDPE (SINGLE)	1	EA	\$ -
51	WW SERVICE (LONG) 2" HDPE (DOUBLE)	1	EA	\$ -
52	WW SERVICE (SHORT) 2" HDPE (DOUBLE)	1	EA	\$ -
53	WW SERVICE (SHORT) 2" HDPE (DOUBLE)	1	EA	\$ -

All utility line installation include bedding, system sterilization, testing, site clearing, and all appurtenances needed for a complete project. All service lines include pipe, valves, valve boxes, meter boxes, and associated fittings.



**ADDENDUM NO. 2**

May 24, 2018

**UTILITY INSTALLATION REQUEST FOR PROPOSAL  
PID: N/A**

Ladies/Gentlemen:

The **City of Lago Vista** issues this Addendum on the above captioned project. This Addendum details the changes and the respective bid document pages which were added and/or changed. Each bidder is required to acknowledge receipt of this Addendum, on the form included in the Addendum below. Failure to acknowledge receipt of this Addendum in your bid proposal will result in your bid not being read.

Please sign and return one copy of this Addendum to our office, located at:

Attn: Eric Belaj  
5803 THUNDERBIRD ST.  
LAGO VISTA, TX 78645  
Or by e-mail at: [ebelaj@lago-vista.org](mailto:ebelaj@lago-vista.org)

ENGINEER APPROVAL:

Eric Belaj, PE, CFM  
City Engineer/DPW  
C: 972-971-6444

Addendum items and pertaining attachment will be included in the following pages.

ADDENDUM ACKNOWLEDGMENT:

\_\_\_\_\_  
CTX Civil Constructors, LLC.  
(Company Name)

\_\_\_\_\_  
Andrew Lee  
(Bidder Rep. Name)

By: \_\_\_\_\_  
Andrew Lee  
(Signature)

Date: \_\_\_\_\_  
06/13/2018



1. **Questions and Answers:** This Addendum also answers questions posed by contractors before this addendum date:
  - a. *What type of bedding will be acceptable for the water, gravity sewer & force mains?*  
Manufactured sand is the standard bedding type
  - b. *Will there be any surveying requirements?*  
No, City staff will survey the line/tap during or after completion.
  - c. *Will construction / irrigation water be provided?*  
Water for construction will be available at a nearby FH.
  - d. *Is there an area designated for spoils disposal?*  
Unfortunately, no
  - e. *What are the revegetation requirements" hydro mulching / what type of seed mix"?*  
None. Base within 18" of roadway edge, and reuse compacted spoils for the other areas
  - f. *Will there be any salvage requirements?*  
All new parts, nothing salvaged.
  - g. *Will the contractor be responsible for soils/density testing or just for failed tests and retesting?*  
No density testing. There will be hydrostatic testing on the line extensions. Contractor will do that.
  - h. *Will engineered traffic control plans, SWPPP, and trench safety plans be required on each task order?*  
No, contractor should set up adequate TC to protect his workers and drivers.
  - i. *Should we figure rock trenching on all the pipe items?*  
The geology varies in Lago, some areas are in a caliche type of rock and some other areas are on clay
  - j. *What is the anticipated start date of the task orders?*  
June, July at the latest
  - k. *Do the asphalt repair / concrete items include the sub grade / base prep?*  
Yes





- l. *Will the valves / hydrants allow the use fuse adapters or is everything butt fused without the adapters?*  
All MJ items, with MJ adapters. See standard detail in the RFP.
- m. *Does the city have an idea of how much is budgeted for each task order?*  
There is no budgeted amount. We can discuss with the selected contractor. We can either send them as they come in or wait until a certain number/time gets accumulated.
- n. *Does the city have an idea of the magnitude of the task work orders, 1 service 2 services ETC?*  
One task will likely have one water and one sewer service. But that will vary. See RFP. We anticipate 500-700 taps, or 250-350 tasks per year; not including line extension requests. Approximately 25% of the tasks may involve a utility main extension.
- o. *Is there an estimate or proposed budget for the next FY?*  
We anticipate 500-700 taps, or 250-350 tasks per year; not including line extension requests. Approximately 25% of the tasks may involve a utility main extension, or approximately 2 miles of main line extensions.



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

**To:** Mayor & City Council

**Council Meeting:** June 21, 2018

**From:** Eric Belaj, PE, CFM

**Subject:** Discussion and Action regarding the Taps and Line Extension construction contract award to Lantz's Lakeside Plumbing.

**Request:** Bid Award

**Legal Document:** Other

**Legal Review:**

**EXECUTIVE SUMMARY:**

The City recently received six proposals from contractors willing to perform the line extensions and service taps for the City. The proposals were turned in by 9 AM, on Thursday, May 31, 2018.

**Bids:** Staff has reviewed and tabulated six (6) proposals. Summary of the bid tab is attached. The review of the tabulated costs indicates that the three lowest contractors are CTX Civil Constructors, Lance Plumbing, and Nerie Construction. Out of the three, Nerie Const. although they indicated adequate qualifications, they requested a considerable large number of work orders that the City was not able to provide.

**Funding:** The City receives Tap and Line extension fees from builders. Staff is looking at the possibility to create a separate account, one which can keep track of the revenue funds for taps and line extensions, but also one which can be used to pay the contractors for the installation of taps and line extensions. This will allow City staff to not only separate City maintenance and replacement activities, but also track and assure that the program is self-funded.

**Qualification:** Both CTX Civil Constructors, Lance Plumbing have constructed many similar projects for the City and around the Central Texas area, both private and public.

**Recommendation:** Staff recommend awarding of a unit price contract to Lantz's Lakeside Plumbing, as the secondary contractor.

**Impact if Approved:**

The approval will begin the contractual paperwork process for this project. Once city staff has completed the paperwork, Mayor or CM will sign, and staff will arrange for the project to start construction. This will allow the City to get caught up on line extensions and taps, and for the utility staff to concentrate on maintenance and replacements.

**Impact if Denied:**

The city will fall behind on taps and line extension requests. Currently there is approximately a 4-month backlog. Staff is not able to keep up with demand unless a contractor is assisting.

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

**Indicate Funding Source:**

City collected fees for taps and line extensions

**Suggested Motion/Recommendation/Action**

Motion to   -  -

Motion to   -  -

Motion to   -  -

**Known as:**

Approval of construction contract award to Lantz's Lakeside Plumbing.

**Agenda Item Approved by City Manager**

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STANDARD CONSTRUCTION CONTRACT

STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTIES OF TRAVIS

THIS CONTRACT is made and entered into on this the 13 day of June, 2018 by and between the CITY OF LAGO VISTA (hereinafter referred to as "OWNER") and Lantz Plumbing (hereinafter referred to as "CONTRACTOR"). In consideration of the mutual covenants set forth, the OWNER and CONTRACTOR agree as follows:

Article I. Work

The CONTRACTOR shall perform all of the work as specified in the Contract Documents pertaining to Line Extensions and Service Taps. The work is generally described as follows:

Water & Wastewater Line Extensions and Service Taps

ATTACHED ADDENDUM

Addenda numbers 2 to 2, inclusive.

Plans and Specification prepared by: The City of Lago Vista

CITY OF LAGO VISTA

All extra work shall be performed as specified or indicated in the Contract Documents; and, at the CONTRACTOR's own cost and expense, the CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services as may be necessary in order to complete the construction, as described above and in accordance with the Contract Documents unless otherwise agreed to by the OWNER.

Article II. Contract Documents

The Contract Documents may only be altered, amended or modified as provided in the General Conditions. The Contract Documents consist of: this written agreement setting forth the work to be performed; advertisement, if any; instructions to bidders, if any; proposal; addendum; specifications, including the general, special, and technical conditions, provisions, plans, or working drawings; any supplemental changes or agreements pertaining to the work or materials therefore (Change Orders); maintenance, performance and payment bonds; insurance certificate the Construction Standard Specifications as provided for in the contract documents, or if not, then as published by the City of Lago Vista, as amended, and, any additional documents incorporated by reference. These form the Contract Documents and all are as fully a part of the Contract as if attached to this agreement or repeated herein.

### **Article III. Contract Time**

The CONTRACTOR shall perform and complete all the items or work listed and referred to in the Contract Documents within \_\_\_n/a\_\_\_ calendar days. All limitations of time set forth herein are material and are of the essence of this Contract.

### **Article IV. Contract Price**

The OWNER shall pay the CONTRACTOR for completion of the work in accordance with the Contract Documents using current funds. Such payments shall be subject to the General and Special Conditions to the Contract, as contained in the Contract Documents. The Contract is a Unit Price Contract. Should CONTRACTOR need to exceed the price stated herein, CONTRACTOR shall submit a Change Order with proper documentation for written approval by the OWNER. Undertaking any work prior to receiving the approval on a Change Order shall be at CONTRACTOR'S risk and OWNER shall not be required to pay for any work undertaken unless and until such Change Order is approved by the OWNER.

### **Article V. Debts**

The OWNER may, at its option, offset any amounts due and payable under this Contract against and debt (including taxes) lawfully due to OWNER from CONTRACTOR, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to OWNER has been reduced to judgment by a court.

### **Article VI. Miscellaneous Provisions**

The terms used in this Contract shall have the same meaning as designated in the General Provisions of the Standard Specifications aforementioned, as amended. The Contract Documents, which constitute the entire agreement between the OWNER and CONTRACTOR, are listed in Article II. No assignment by either party hereto of any rights under or interests in the Contract Documents will be binding on the other party hereto without the written consent of the party sought to be bound. The OWNER reserves the right to select to build the project herein in whole or in part as needed to meet budget constraints, coordination with other project, or to better align with the needs of the OWNER. The OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives hereto to the covenants, agreements, and obligations contained in the Contract Documents.



IN WITNESS WHEREOF, the OWNER and CONTRACTOR have executed this Contract in duplicate and on the date aforementioned. All portions of the Contract Documents have been signed or identified by the OWNER and CONTRACTOR.

CONTRACTOR: Lantz Plumbing CITY OF LAGO VISTA

By: Jacobo Lantz

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

ATTEST:

ATTEST:

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

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

Address for giving notices:

8005 Bar K Ranch Rd  
Lago Vista, TX 78645

Address for giving notices:

5803 Thunderbird Dr.  
Lago Vista, TX 78645

CONSTRUCTION UNIT COST FOR: Lago Vista Utility Installation

The Pay Item reference indicates the controlling specification for each Pay Item. Payment for all Items shall be based on Planned Quantity. Any non-authorized deviation from plans will not be Paid.

PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
<b>GENERAL REQUIREMENTS</b>				
1	TRAFFIC CONTROL (FOR EACH PROJECT / TASK)	1	LS	\$ -
2	MOBILIZATION (FOR EACH PROJECT / TASK)	1	LS	\$ -
<b>ROADWAY IMPROVEMENTS</b>				
3	ASPH PAVMT REPLACEMENT (10" WIDE OR LESS)	1	LF	\$ -
4	ASPH PAVMT REPLACEMENT (11" TO 26" WIDE)	1	LF	\$ -
3	CONC PAVMT REPLACEMENT (10" WIDE OR LESS)	1	LF	\$ -
4	CONC PAVMT REPLACEMENT (11" TO 26" WIDE)	1	LF	\$ -
5	6" COMPACTED BASE (10" WIDE OR LESS)	1	LF	\$ -
6	6" COMPACTED BASE (11" TO 26" WIDE)	1	LF	\$ -
<b>WATER SYSTEM IMPROVEMENTS</b>				
7	PIPE, HDPE, DR11 - 2"	1	LF	\$ 14 -00
8	PIPE, HDPE, DR11 - 3"	1	LF	\$ -
9	PIPE, HDPE, DR11 - 4"	1	LF	\$ -
10	PIPE, HDPE, DR11 - 6"	1	LF	\$ -
11	PIPE, HDPE, DR11 - 8"	1	LF	\$ -
12	PIPE, HDPE, DR11 - 10"	1	LF	\$ -
13	PIPE, HDPE, DR11 - 12"	1	LF	\$ -
14	PIPE, HDPE, DR11 - 14"	1	LF	\$ -
15	PIPE, HDPE, DR11 - 16"	1	LF	\$ -
16	PIPE, HDPE, DR11 - 18"	1	LF	\$ -
17	FIRE HYDRANT ASSEMBLY (VALVES, FITTINGS, VBOXES)	1	EA	\$ -
18	GATE VALVE - 3"	1	EA	\$ -
19	GATE VALVE - 4"	1	EA	\$ -
20	GATE VALVE - 6"	1	EA	\$ -
21	GATE VALVE - 8"	1	EA	\$ -
22	GATE VALVE - 10"	1	EA	\$ -
23	GATE VALVE - 12"	1	EA	\$ -
24	GATE VALVE - 16"	1	EA	\$ -
25	GATE VALVE - 18"	1	EA	\$ -
26	WT SERVICE (LONG) 1.5" HDPE (SINGLE)	1	EA	\$ 2900 -00
27	WT SERVICE (LONG) 1.5" HDPE (DOUBLE)	1	EA	\$ 3200 -00
28	WT SERVICE (SHORT) 1.5" HDPE (SINGLE)	1	EA	\$ 1800 -00
29	WT SERVICE (SHORT) 1.5" HDPE (DOUBLE)	1	EA	\$ 2200 -00



CONSTRUCTION UNIT COST FOR: Lago Vista Utility Installation

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PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
<b>WASTEWATER SYSTEM IMPROVEMENTS</b>				
30	PIPE, HDPE, DR11 - 2"	1	LF	\$ 14 -00
31	PIPE, HDPE, DR11 - 3"	1	LF	\$ -
32	PIPE, HDPE, DR11 - 4"	1	LF	\$ -
33	PIPE, HDPE, DR11 - 6"	1	LF	\$ -
34	PIPE, HDPE, DR11 - 8"	1	LF	\$ -
35	PIPE, HDPE, DR11 - 10"	1	LF	\$ -
36	PIPE, HDPE, DR11 - 12"	1	LF	\$ -
37	PIPE, HDPE, DR11 - 14"	1	LF	\$ -
38	PIPE, HDPE, DR11 - 15"	1	LF	\$ -
39	PIPE, HDPE, DR11 - 18"	1	LF	\$ -
40	FIRE HYDRANT ASSEMBLY (VALVES, FITTINGS, VBOXES)	1	EA	\$ -
41	GATE VALVE - 3"	1	EA	\$ -
42	GATE VALVE - 4"	1	EA	\$ -
43	GATE VALVE - 6"	1	EA	\$ -
44	GATE VALVE - 8"	1	EA	\$ -
45	GATE VALVE - 10"	1	EA	\$ -
46	GATE VALVE - 12"	1	EA	\$ -
47	GATE VALVE - 15"	1	EA	\$ -
48	GATE VALVE - 18"	1	EA	\$ -
49	WW SERVICE (LONG) 4" HDPE GRAVITY (SINGLE)	1	EA	\$ 3600-00
50	WW SERVICE (LONG) 4" HDPE GRAVITY (DOUBLE)	1	EA	\$ 3800-00
51	WW SERVICE (SHORT) 4" HDPE GRAVITY(SINGLE)	1	EA	\$ 2800-00
52	WW SERVICE (SHORT) 4" HDPE GRAVITY (DOUBLE)	1	EA	\$ 2600-00
53	WW SERVICE (LONG) 2" HDPE (SINGLE)	1	EA	\$ 2800-00
54	WW SERVICE (LONG) 2" HDPE (DOUBLE)	1	EA	\$ 3200-00
55	WW SERVICE (SHORT) 2" HDPE (DOUBLE)	1	EA	\$ 1800-00
56	WW SERVICE (SHORT) 2" HDPE (DOUBLE)	1	EA	\$ 2200-00

All utility line installation include bedding, system sterilization, testing, site clearing, and all appurtenances needed for a complete project. All service lines include pipe, valves, valve boxes, meter boxes, and associated fittings.



ADDENDUM NO. 1  
May 21, 2018

UTILITY INSTALLATION REQUEST FOR PROPOSAL  
PID: N/A

Ladies/Gentlemen:

The City of Lago Vista issues this Addendum on the above captioned project. This Addendum details the changes and the respective bid document pages which were added and/or changed. Each bidder is required to acknowledge receipt of this Addendum, on the form included in the Addendum below. Failure to acknowledge receipt of this Addendum in your bid proposal will result in your bid not being read.

Please sign and return one copy of this Addendum to our office, located at:

Attn: Eric Belaj  
5803 THUNDERBIRD ST.  
LAGO VISTA, TX 78645  
Or by e-mail at: [ebelaj@lago-vista.org](mailto:ebelaj@lago-vista.org)

ENGINEER APPROVAL:

Eric Belaj, PE, CFM  
City Engineer/DPW  
C: 972-971-6444

Addendum items and pertaining attachment will be included in the following pages.

ADDENDUM BIDDER ACKNOWLEDGMENT:

Lantz Plumbing  
(Company Name)

Jacobs Lantz  
(Bidder Rep. Name)

By: [Signature]  
(Signature)

Date: 13 June 18



1. **Bid Tab**: Delete Bid Tab as provided in the bid Document and Replace with the revised Bid Tab Dated 05/21/2018 as attached. The City is correcting some mistakes in the Bid Tab. The City is also providing an excel file of the Bid Tab. Respondent is NOT required to use this excel file and can opt to fill in the PDF.
2. **Advertisement**: The RFP Deadline is 5:00 PM, WEDNESDAY, MAY 30, 2018. See attached the correct advertisement.

**CITY OF LAGO VISTA  
UTILITY INSTALLATION REQUEST FOR PROPOSAL**

The City of Lago Vista issues a Request for Proposal (RFP) for qualified firms or individuals interested in providing the City with utility installation construction services. The RFP deadline is 5:00 PM, WEDNESDAY, MAY 30, 2018. All questions should be sent by e-mail at [ebelaj@lago-vista.org](mailto:ebelaj@lago-vista.org) and are due by 5:00 PM, MONDAY, MAY 28, 2018. The submittals can be sent electronically to the e-mail above or by mail at: Attn ERIC BELAJ, 5803 THUNDERBIRD ST. LAGO VISTA, TX 78645. The RFP documents can be found on the City's website and CivCast under project no: LAGOUTILRFP



CONSTRUCTION UNIT COST FOR: Lago Vista Utility Installation

The *Pay Item* reference indicates the controlling specification for each Pay Item. Payment for all Items shall be based on **Planned Quantity**. Any non-authorized deviation from plans will not be Paid.

PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
<b>GENERAL REQUIREMENTS</b>				
1	TRAFFIC CONTROL (FOR EACH PROJECT / TASK)	1	LS	\$ -
2	MOBILIZATION (FOR EACH PROJECT / TASK)	1	LS	\$ -
<b>ROADWAY IMPROVEMENTS</b>				
3	ASPH PAVMT REPLACEMENT AND 6" BASE (10" WIDE OR LESS)	1	LF	\$ -
4	ASPH PAVMT REPLACEMENT AND 6" BASE (11" TO 26" WIDE)	1	LF	\$ -
3	CONC PAVMT REPLACEMENT (10" WIDE OR LESS)	1	LF	\$ -
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<b>WATER SYSTEM IMPROVEMENTS</b>				
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10	PIPE, HDPE, DR11 - 10"	1	LF	\$ -
11	PIPE, HDPE, DR11 - 12"	1	LF	\$ -
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CONSTRUCTION UNIT COST FOR: Lago Vista Utility Installation

The *Pay Item* reference indicates the controlling specification for each Pay Item. Payment for all Items shall be based on **Planned Quantity**. Any non-authorized deviation from plans will not be Paid.

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34	PIPE, HDPE, DR11 - 12"	1	LF	\$ -
35	PIPE, HDPE, DR11 - 14"	1	LF	\$ -
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All utility line installation include bedding, system sterilization, testing, site clearing, and all appurtenances needed for a complete project. All service lines include pipe, valves, valve boxes, meter boxes, and associated fittings.



**ADDENDUM NO. 2**

May 24, 2018

**UTILITY INSTALLATION REQUEST FOR PROPOSAL  
PID: N/A**

Ladies/Gentlemen:

The **City of Lago Vista** issues this Addendum on the above captioned project. This Addendum details the changes and the respective bid document pages which were added and/or changed. Each bidder is required to acknowledge receipt of this Addendum, on the form included in the Addendum below. Failure to acknowledge receipt of this Addendum in your bid proposal will result in your bid not being read.

Please sign and return one copy of this Addendum to our office, located at:

Attn: Eric Belaj  
5803 THUNDERBIRD ST.  
LAGO VISTA, TX 78645  
Or by e-mail at: [ebelaj@lago-vista.org](mailto:ebelaj@lago-vista.org)

ENGINEER APPROVAL:

Eric Belaj, PE, CFM  
City Engineer/DPW  
C: 972-971-6444

Addendum items and pertaining attachment will be included in the following pages.

ADDENDUM ACKNOWLEDGMENT:

Lantz Plumbing  
(Company Name)

[Signature]  
(Bidder Rep. Name)

By: Jacob Lantz  
(Signature)

Date: 13 June 18





1. **Questions and Answers:** This Addendum also answers questions posed by contractors before this addendum date:
  - a. *What type of bedding will be acceptable for the water, gravity sewer & force mains?*  
Manufactured sand is the standard bedding type
  - b. *Will there be any surveying requirements?*  
No, City staff will survey the line/tap during or after completion.
  - c. *Will construction / irrigation water be provided?*  
Water for construction will be available at a nearby FH.
  - d. *Is there an area designated for spoils disposal?*  
Unfortunately, no
  - e. *What are the revegetation requirements" hydro mulching / what type of seed mix"?*  
None. Base within 18" of roadway edge, and reuse compacted spoils for the other areas
  - f. *Will there be any salvage requirements?*  
All new parts, nothing salvaged.
  - g. *Will the contractor be responsible for soils/density testing or just for failed tests and retesting?*  
No density testing. There will be hydrostatic testing on the line extensions. Contractor will do that.
  - h. *Will engineered traffic control plans, SWPPP, and trench safety plans be required on each task order?*  
No, contractor should set up adequate TC to protect his workers and drivers.
  - i. *Should we figure rock trenching on all the pipe items?*  
The geology varies in Lago, some areas are in a caliche type of rock and some other areas are on clay
  - j. *What is the anticipated start date of the task orders?*  
June, July at the latest
  - k. *Do the asphalt repair / concrete items include the sub grade / base prep?*  
Yes



- l. *Will the valves / hydrants allow the use fuse adapters or is everything butt fused without the adapters?*  
All MJ items, with MJ adapters. See standard detail in the RFP.
- m. *Does the city have an idea of how much is budgeted for each task order?*  
There is no budgeted amount. We can discuss with the selected contractor. We can either send them as they come in or wait until a certain number/time gets accumulated.
- n. *Does the city have an idea of the magnitude of the task work orders, 1 service 2 services ETC?*  
One task will likely have one water and one sewer service. But that will vary. See RFP. We anticipate 500-700 taps, or 250-350 tasks per year; not including line extension requests. Approximately 25% of the tasks may involve a utility main extension.
- o. *Is there an estimate or proposed budget for the next FY?*  
We anticipate 500-700 taps, or 250-350 tasks per year; not including line extension requests. Approximately 25% of the tasks may involve a utility main extension, or approximately 2 miles of main line extensions.



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

**To:** Mayor & City Council

**Council Meeting:** June 21, 2018

**From:** Eric Belaj, PE, CFM

**Subject:** Discussion and Action regarding the design contract award to Freese Nichols Inc. for the Phase 1 of the Cedar Breaks Park project.

**Request:** Other

**Legal Document:** Contract

**Legal Review:**

**EXECUTIVE SUMMARY:**

In February of this year the City city issued a Request for Qualifications to select a design engineer for the Cedar Breaks Park project. Before council is a contract and proposal that City staff has negotiated with the engineering firm Freese Nichols (FNI) for the Cedar Breaks Park. The negotiated Phase 1 design cost is just shy of \$84K.

The engineer will design the main park components of Phase 1, which are the Soccer Field, parking, a baseball field, and associated infrastructure within the park for Phase 1 of this project.

The engineer will provide the City with a design and construction schedule, and also a realistic construction cost for the proposed improvements. The City has adequate funding for the design phase of this project.

City staff is anticipating performing a considerable amount of work to design/construct the needed infrastructure outside the park, to support it. Staff has also been working the the Texas Parks and Wildlife Department (TBWD) to amend our grant application.

Recommendation: Staff recommends awarding the design contract award to Freese Nichols Inc. for the Phase 1 of the Cedar Breaks Park project.

**Impact if Approved:**

The approval will begin the contractual paperwork process for the design of this project. Once city staff has completed the paperwork, staff and design engineer will arrange for the project to start its design phase.

**Impact if Denied:**

The City will lose the grant from the TPWD, and may not be looked upon favorably for future grant applications.

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

**Indicate Funding Source:**

Staff will not know the exact amount of funding for construction until a portion of the design is complete.

**Suggested Motion/Recommendation/Action**

- Motion to   -  -
- Motion to   -  -
- Motion to   -  -

**Known as:**

Motion to award the design contract award to Freese Nichols Inc. for the Phase 1 of the Cedar Breaks Park project.

**Agenda Item Approved by City Manager**

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THE STATE OF TEXAS     §  
COUNTY OF TRAVIS     §

**CITY OF LAGO VISTA**  
**ENGINEERING SERVICES CONTRACT**

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of May, 2018, by and between the City of Lago Vista, Travis County, Texas, a home rule municipality, ("City"), and Freese Nichols, Inc. ("Engineer"), whose address is at 10431 Morado Circle, Suite. 300, Austin, Texas 78759.

**W I T N E S S E T H:**

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

I.  
Engineer and Services

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

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

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

II.

## Compensation to Engineer

**COMPENSATION:** City agrees to pay Engineer for all services outlined in Section I and as described in Exhibit A. Such services undertaken by Engineer shall be provided in accordance with the fees set forth in Exhibit A, attached hereto. Base Services performed by Engineer shall not exceed the lump sum fees described in Exhibit A. Additional Services will be performed by Engineer according to the hourly rates listed in Exhibit B.

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

### III.

#### Timely Completion of Engineering Services.

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

### IV.

#### Engineer's Coordination with Owner

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

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

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

Engineer shall accompany City representatives on Project observation visits during construction of Project at appropriate frequencies to ensure the Project is progressing based on Engineer's plans and specifications. City may require more frequent construction observation visits as construction problems arise as a result of Project design.



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

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

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

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

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

The Engineer shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Engineer shall make City aware of all substantive deviations. The Engineer's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the City or of separate contractors, while allowing sufficient time in the Engineer's



professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Engineer, of construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

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

## V.

### Contract Termination Provision

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

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

VI.  
Ownership of Documents

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

VII.  
Insurance

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

VIII.  
Monies Withheld

When City has reasonable grounds for believing that:

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

City may withhold payment of any amount otherwise due and payable to Engineer under this Contract. Any amount so withheld may be retained by City for that period of time as it may deem advisable to protect City against any loss and may, after written notice to Engineer, be applied in satisfaction of any claim described herein. This provision is intended solely for the benefit of City, and no other person or entity shall have any right or claim against City by reason of City's failure or refusal to withhold monies. No interest shall be payable by City on any amounts withheld under

this provision. This provision is not intended to limit or in any way prejudice any other right of City.

IX.

No Damages for Delays

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

X.

Right to Inspect Records

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

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

XI.

No Third Party Beneficiary

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

XII.

Successors and Assigns

City and Engineer each bind itself and their respective successors, executors, administrators and assigns to the other party of this Contract and to the successor, executors,

administrators and assigns of such other party in respect to all covenants of this Contract. Neither City nor Engineer shall assign or transfer its interest herein without the prior written consent of the other.

### XIII. Engineer's Liability

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

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

### XIV. Indemnification

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

XV.  
Severability

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

XVI.  
Conflict of Interest

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

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

XVII.  
Gift to a Public Servant

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

XVIII.  
Governing Law and Legal Construction

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

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

XIX.

Independent Contractor

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

XX.

Disclosure

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

XXI.

Venue

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

XXII.

Entire Contract

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

XXIII.  
Applicable Law

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

XXIV.  
Default

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

XXV.  
Headings

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

XXVI.  
Non-Waiver

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

XXVII.  
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but, each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.



XXVIII.

Equal Employment Opportunity

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

XXIX.

Construction of Contract

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

XXX.

Notices

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

If intended for City, to:

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

If intended for Engineer, to:

John New, P.E., CCM  
Freese Nichols, Inc.  
10431 Morado Circle, Suite 300  
Austin, Texas 78759

XXXI.

Warranty

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

XXXII.  
Attorney Fees

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

*Balance of Page intentionally left blank*

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

WITNESS:

FREESE NICHOLS, INC.

KDT  
\_\_\_\_\_

BY: John New  
\_\_\_\_\_

John New  
Printed or Typed Name

Vice President  
Printed or Typed Title

75-1531935  
Printed or Typed Tax ID No.

75-1531935  
Printed or Typed Tax ID No.

Tax Identification No.

ATTEST:

CITY OF LAGO VISTA, TEXAS:

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

BY: \_\_\_\_\_

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Printed or Typed Title

THE STATE OF TEXAS §

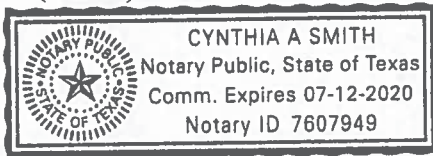
Engineer Acknowledgment

COUNTY OF TRAVIS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 7<sup>th</sup> day of May, 2018.

(SEAL)



Cynthia A. Smith  
Notary Public in and for the State of Texas

Cynthia A. Smith  
Notary's Printed Name

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

THE STATE OF TEXAS §

Municipal Acknowledgment

COUNTY OF TRAVIS §

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

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

(SEAL)

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Notary's Printed Name

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



# SCOPE OF WORK

FOR

## CEDAR BREAKS PARK PHASE I

ENGINEERING AND ARCHITECTURAL DESIGN SERVICES

TABLE OF CONTENTS

TABLE OF CONTENTS.....1

1. INTRODUCTION.....2

2. BACKGROUND.....2

3. DESIGN.....2

    3.1 Survey.....2

    3.2 Geotechnical Engineering.....2

    3.3 Project Management and Meetings.....2

    3.4 Preliminary Design.....3

    3.5 Final Design.....3

4. ENGINEERING FEE.....6

**DESIGN SCOPE  
FOR  
CEDAR BREAKS PARK – PHASE I**

## 1. INTRODUCTION

This proposal is for professional services related to landscape architectural design and final design for the construction of Phase I of the City of Lago Vista’s Cedar Breaks Park.

## 2. BACKGROUND

The City of Lago Vista has recently been awarded an Outdoor Recreation Grant from the Texas Parks and Wildlife Department (TPWD). The City intends to use this grant to construct sports fields and trails for the City as outlined in the grant documents.

The overall purpose of the scope will be for the consulting firm to provide the City the consulting services for the design of Phase I of the park project. Based on evaluation of performance on Phase I design, the City may elect to extend Contract for Design Services to selected respondent for subsequent phases.

## 3. DESIGN

Consulting firm, Freese and Nichols, Inc., shall not commence work on this project until given written permission by the City via a Notice to Proceed (NTP). The City shall not be obligated to compensate engineer for any work done prior to the issuance of the NTP.

### 3.1 Survey

**Freese and Nichols, Inc.** (hereinafter “FNI” or “Engineer”) will use the City provided survey for design. If needed the City will employ the services of a Texas Licensed Land Surveyor to perform a topographic survey for design of the affected area, if not included in the survey already provided. The topographic survey provided includes the entire ROW to the adjacent property lines.

The Engineer shall make available to the City any additional CAD file(s) of the survey.

### 3.2 Geotechnical Engineering

The City has employed the services of a geotechnical engineering sub-consultant that have provided field borings and laboratory services to assist design and construction of structures for the park. The engineer will encompass the geotechnical field data and final report, provided by the geotechnical sub-consultant, to design the improvements. The Engineer will coordinate with the City the geotechnical engineering needs. The Engineer shall also include the geotechnical report with the bid documents.

### 3.3 Project Management and Meetings

FNI will manage the project and attend meetings as described as follows:

1. Perform general project management and control project quality, progress and budget for a scoped period of 5 months.
2. Provide the City a design schedule.
3. Attend one (1) stakeholder meeting to obtain input regarding the Preliminary Design Concept Plan for the park. During this meeting, FNI team members will confirm the development goals and



program items and document any potential changes to the program. This meeting will also confirm the final budget allocation by the City for the construction of the park improvements.

4. Conduct and attend up to two (2) project meetings with the City's Project Manager. These meetings are expected to be at the 50% and 90% completion points of the project.

### 3.4 Preliminary Design

A preliminary schematic for this project has already been completed for the City. The schematic was done based on aerial survey. Based upon City approval of the preliminary schematic, prepare Preliminary Design drawings for the proposed park improvements. The drawings will be prepared at an approximate 50% level of completion of Construction Documents. The 50% design submittal shall include the following:

1. The Engineer is to assume that all water/wastewater and electric utilities will be designed by the City or by the City's consultant under separate contract. Water and electricity will be available for the irrigation system to connect to.
2. Coordinate with the City in the development of a Preliminary Design Plan in order to identify potential engineering related issues, access issues, or construction phasing issues.
3. Prepare a preliminary construction budget.
4. Based upon the survey and additional information provided by the City, the Engineer will prepare an existing condition base map(s) for use in Design Development and Final Construction Documents.
5. Tree Protection and Removal Plan.
6. Plan view layout of drainage and water quality infrastructure.
7. Provide to the City CAD drawings of preliminary design.
8. Prepare a preliminary Table of Contents of the technical specifications.
9. The City will forward, in writing, to the Engineer all review comments on the 50% design submittal. The Engineer will obtain these comments and approval from the City prior to proceeding into the 90% design stage and prepare response to comments.
10. Engineer shall make up to one (1) site visit to become familiar with the project.

If the City substantially, as solely determined by the City, increases the program and construction budget, FNI will review with the City the required additional fees necessary to cover the increase in scope of work. FNI will not proceed into the Design Development phase until the final program, cost estimates, and consultant design fees have been approved in writing by both FNI and the City.

### 3.5 Final Design

The Engineer will refine design criteria and recommendations developed during preliminary engineering as necessary in order to develop final drawings and specifications for this project. The drawings and specifications will indicate the scope, extent, and character of the work to be performed and furnished by a Contractor. The Engineer will furnish 90% and 100% drawings and specifications for review by the City. The design documents will be revised in accordance with comments and instructions from the City, as appropriate.

Engineer shall incorporate the city's drafting standards to the civil design for this project. Engineer shall inform and obtain permission from the City for any deviation to the drafting standards.

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

Utilize the topographic survey information provided by the City in pdf and AutoCAD format. The City will also provide any readily available information required to perform this Scope of Services for on-site and off-site conditions including, but not limited to: above and below ground utilities; easements; property lines; ROW, subdivision layouts, roadways, vegetation, soils/geotechnical information, hydrology/drainage information, etc. Should any additional site survey information be necessary, the City will be responsible for providing this to the Engineer.

Engineering scope of services for Final Design shall include the following:

1. Prepare site grading and drainage plan in accordance with the preliminary design. Engineer will analyze provided plan and make adjustments to fit topography and other items not considered during preliminary design.
2. Provide dimensional control of proposed improvements with coordinate points.
3. Provide design of fencing and fields for Phase I.
4. Coordinate all design with schematic of Phase 2 expansion.
5. Designer shall make up to two (2) site visits to become familiar with the project.
6. Prepare an Erosion and Sediment Control plan.
7. Provide a demolition plan for the existing roadway/driveway and other items conflicting with proposed improvements.
8. Prepare general construction notes, construction details, and other design related information.
9. Design plans for Irrigation; Landscape plans & details; Plan sheets of the proposed youth baseball field, soccer field, and access road, gravel parking area, water quality and drainage design, and structural details. It is assumed that vegetative filter strips will be used for the project's permanent water quality control measure.
10. Prepare the Project Manual. The City will provide to FNI all front-end documents, contracts, insurance requirements, general conditions, etc. that shall be used on the project. FNI will supplement as necessary.
11. Prepare a final cost estimate for all proposed park improvements.

If during the scope of the work something unexpected arises that was not accounted for in the preliminary design phase as addressed in the original scope of services, City and Engineer shall negotiate an addendum to the Engineering contract prior to beginning any additional work.

### **Assumptions**

The following was assumed in the preparation of the fee proposal.

1. The City has designated the following program summary that was identified for Cedar Breaks Park in four scoping meetings/discussions with the City Engineer (3/28/18, 4/26/18, 5/16/18, 5/24/18). The overall program for the improvements is to develop a community park and includes three Youth Baseball Fields, one Youth Softball Field, a Restroom & Concessions Building, one practice Youth Soccer Field, Sand Volleyball Pit, Playground, Skate Spot, Trails, Picnic Stations, Park Entry Monument, Parking, Landscape and Irrigation improvements. This scope of work focuses on Phase I of the design which includes: one Youth Baseball Field, one practice Youth Soccer Field, and Sand Volleyball Pit and Playground. Based on evaluation of performance on Phase I design, the City may elect to extend the Contract for Design Services of subsequent phases. Should this Phase I program and its associated budget increase substantially, as solely determined by the City, or should the City require a significant amount of alternate program and bid items to be included in the

construction document package, the Engineer and the City staff will re-evaluate this scope of work and determine the basis of compensation in accordance with revisions to the design services.

2. The City will provide the Geotechnical Investigation Report that will include design recommendation information for the Restroom & Concessions Building, foundation and vehicular & pedestrian pavement.
3. The gravel roadway will be designed at-grade to tie into natural conditions without the use of retaining walls.
4. The City will provide as expeditiously as possible all readily available base information that it currently has in its possession, necessary to complete the Scope of Services described herein. Should the Engineer need any additional survey information, the City will provide this information to the Engineer. Any information required to complete this Scope of Services that cannot be readily provided by the City will remain the responsibility of the City. All such information shall be provided to the Engineer and any costs associated with acquisition of information will be borne by the City. The Engineer will be entitled to equitable adjustment of compensation and entitled to adjust the contract schedule consistent with the number of days of delay.
5. No public meetings and/or presentations are provided within this Scope of Services.
6. The City will pay for all required governmental processing fees, permitting fees, and public notice advertising costs. Filing fees associated with Platting are not included in this scope of Services.
7. No additional mass grading studies are included other than the required site grading for the proposed park improvements.
8. This Scope of Services does not include any efforts pertaining to environmental regulatory permitting and acquisition, or agency coordination; specifically this Scope of Services does not address U.S. Army Corps of Engineers Section 404 Permitting; U.S. Fish and Wildlife Service requirements associated with effects to federally-listed species; Federal Emergency Management Agency (FEMA) map revision preparation and processing; or Texas Commission on Environmental Quality (TCEQ) permits or applications with exclusions.
9. Drainage and water quality calculations can be prepared as an additional service.
10. The City will complete TxDOT's driveway modification permit. If the City cannot provide TxDOT with the requested information, the Engineer will prepare the information as an additional service.
11. The City will use the drawings that are prepared at the Preliminary Design stage to clear the project site. A bid phase for these services has not been included in this scope of work.
12. The City will provide reclaimed water service to the proposed irrigation system.
13. All TCEQ coordination related to bringing reclaimed water to the park site will be performed by the City.

## 4. ENGINEERING FEE

The Engineer shall provide the preliminary engineering and final design described above for a lump sum fee of **\$83,948**. The following table itemizes the estimated fees for each project task.

#	Task	Fee
3.3	Project Management and Meetings	\$ 13,027
3.4	Preliminary Engineering Design	\$ 31,340
3.5	Final Engineering Design	\$ 36,391
	Irrigation System Design (Baseball Field)	\$ 3,190
	Utility Design (paid by City)	\$
	Surveying (paid by City)	\$
	Plat for ROW Acquisition (paid by City)	\$
	Geotech (paid by City)	\$
	<b>Basic Services Total</b>	<b>\$ 83,948</b>

After the Notice to Proceed for design is issued, this project shall have a 5-month duration to prepare the 100% construction documents.

City of Lago Vista  
Cedar Breaks Park  
5/31/2018  
ATTACHMENT 2 - Detailed Cost Breakdown

Project Fee Summary

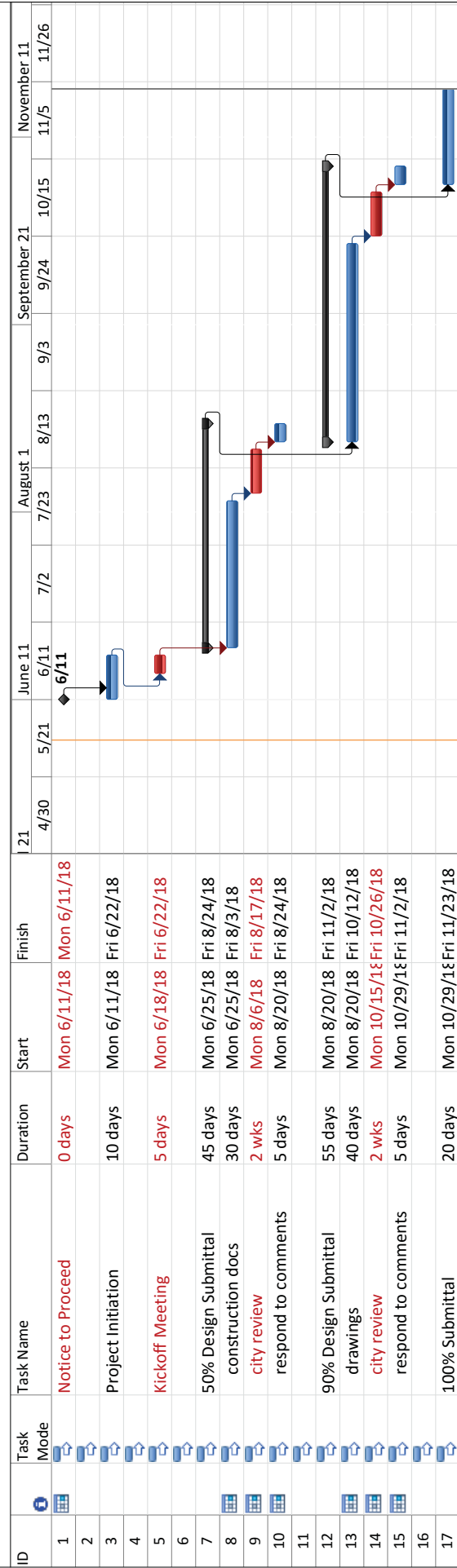
Basic Services	83,948
Special Services	-
<b>Total Project</b>	<b>83,948</b>

Phase	Task	Employee	Join New	Henry Hartshorn	Kimberly Peabk	Shane Michael Fraese	Sherry Cheng	Brett Bostow	Peter Barfels	Anne Cerrell Hookins	Tanner Griffin	Brian King	Kirilin Isaac	Cynthia Smith	Total Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort	
		Project Role	PIC	SA	PM	LAMP	LAI	Site Civil	Structural	Util PE	Const. Serv.	GIS	OA	Admin						
		Tasks ↓	Current Hourly Bill Rate →	\$175	\$202	\$127	\$95	\$170	\$197	\$193	\$163	\$136	\$100	\$87						
3.3	<b>Project Management and Meetings</b>		1	4	6	6							4	1	24	4,437				4,437
	kickoff & stakeholder meeting			9	9	9									16	2,875	269			2,944
	progress meetings (2)			1	1	3									4	4,538	537			5,075
	monthly status reports															570				570
3.4	<b>Preliminary Design</b>			4	4	4														
	site visit			2	2	2									12	2,017	269			2,286
	data collection			2	2	2									6	949				949
	Existing Conditions base map			14	4	14	22				4				38	2,177				2,177
	50% Design Drawings			3	3	3	6								13	1,866				1,866
	cost estimate			2	2	2	4								6	858				858
	TOC for Technical Specifications			2	2	8	2								12	1,770				1,770
	respond to comments																			
3.5	<b>Final Design</b>		1	20	4	50	72		8		4				159	19,990	1,100			21,090
	90% Drawings			4	4	22	6								26	3,492				3,492
	project manual			2	2	3	6								11	1,301				1,301
	cost estimate			2	2	6	6								28	3,280				3,280
	respond to comments			2	2	4	28								47	5,366	550			5,916
	(100%) Final Constitution Documents			2	2	6	2								10	1,301				1,301
	final cost estimate																			
			<b>Total Basic Services Hours</b>	<b>616</b>	<b>12,775</b>	<b>54</b>	<b>217</b>	<b>236</b>	<b>8</b>	<b>-</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>603</b>	<b>77,483</b>	<b>3,275</b>	<b>3,190</b>	<b>83,948</b>	
			<b>Total Basic Services Labor Effort</b>	<b>\$ 616</b>	<b>\$ 12,775</b>	<b>\$ 10,977</b>	<b>\$ 21,476</b>	<b>\$ 22,420</b>	<b>\$ 1,576</b>	<b>\$ -</b>	<b>\$ 611</b>	<b>\$ 545</b>	<b>\$ 400</b>	<b>\$ -</b>	<b>\$ 87</b>	<b>603</b>	<b>\$ 77,483</b>	<b>\$ 3,275</b>	<b>\$ 3,190</b>	<b>\$ 83,948</b>

Phase	Task	Expenses	Tech Charge	Miles	Meals	Hotel	B&W (sheet)	Color (sheet)	Binding (each)	External Printing	Other	Other	Other	Other	Total Exp Effort
3.3	<b>Project Management and Meetings</b>		24												
	kickoff & stakeholder meeting		16	492											269
	progress meetings (2)		27	994											537
	monthly status reports		4												
3.4	<b>Preliminary Design</b>														
	site visit		12	492											269
	data collection		6												
	Existing Conditions base map		38												
	50% Design Drawings		164					500							550
	cost estimate		13												
	TOC for Technical Specifications		6												
	respond to comments		12												
3.5	<b>Final Design</b>														
	90% Drawings		159							1000					1,100
	project manual		26												
	cost estimate		28												
	respond to comments		26												
	(100%) Final Constitution Documents		47							500					550
	final cost estimate		10												
			<b>Total Basic Services Items</b>	<b>603</b>	<b>1,953</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,275</b>
			<b>Total Basic Services Expenses Effort</b>	<b>\$ -</b>	<b>\$ 1,973</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,200</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,190</b>

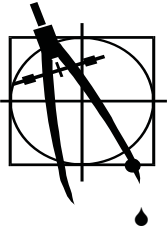
Phase	Task	Subcontractors	Total Sub Effort
		James Pole Irrigation	
3.3	Project Management and Meetings		
3.4	Preliminary Design		
3.5	Final Design	2,900	3,190
<b>Total Basic Services Subcontractors Cost</b>			<b>\$ 2,900</b>
<b>Total Basic Services Subcontractors Effort</b>			<b>\$ 3,190.00</b>

ATTACHMENT 1: PROJECT SCHEDULE



Project: Schedule  
Date: Thu 5/31/18

Task	External Task	Manual Task	Finish-only
Split	External Milestone	Duration-only	Deadline
Milestone	Inactive Task	Manual Summary Rollup	Progress
Summary	Inactive Milestone	Manual Summary	
Project Summary	Inactive Summary	Start-only	



# James Pole

Irrigation Consultants  
Irrigation Design, Consulting, and  
Landscape Water Management

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May 25, 2018

Mr. Shane Friese  
Freese and Nichols, Inc.  
2711 North Haskell Avenue, Suite 3300  
Dallas, Texas 75204

Shane,

*James Pole Irrigation Consultants* does propose to furnish landscape irrigation system design services for your *Cedar Breaks Park , Ph. 1* project in Lago Vista, Texas to include:

1. Complete irrigation system design services for Ph. 1, ( one baseball field, plus warm-up area ) through bid phase only. Design based on future additions.
2. Construction drawings in electronic format ( ACad base and survey files to be provided by others )
3. Construction details.
4. Compliance with all local and state irrigation requirements.
5. Coordination with Pumping System which will be provided by others.

Fees: Preliminary and final plan submittals \$2,900.00

Add: \$125.00 per hour for CA work upon request.

Thank you for the opportunity to work with you on this project. Please call with any questions.

Respectfully,

James Pole

100 North Street, Suite 3 • Denton, TX 76201

Texas Licensed Irrigator #658

Phone 940.243.2364



EXHIBIT "B"

Additional services not covered in the current scope of work, shall be performed by the Consultant, and will be compensated only after an amendment to this contract has been agreed upon in writing between the Consultant and the City of Lago Vista, Texas.

Bill Rate Schedule  
May 2018

<u>Position</u>	<u>Rate</u>
Professional - 1	107
Professional - 2	130
Professional - 3	146
Professional - 4	169
Professional - 5	197
Professional - 6	225
Construction Manager - 1	85
Construction Manager - 2	111
Construction Manager - 3	131
Construction Manager - 4	164
CAD Technician/Designer - 1	91
CAD Technician/Designer - 2	117
CAD Technician/Designer - 3	145
Corporate Project Support - 1	87
Corporate Project Support - 2	105
Corporate Project Support - 3	139
Intern/ Coop	53
Senior Advisor	175

**Rates for In-House Services**

**Technology Charge**

\$8.50 per hour

**Travel**

Standard IRS Rates

**Bulk Printing and Reproduction**

	<u>B&amp;W</u>	<u>Color</u>
Small Format (per copy)	\$0.10	\$0.25
Large Format (per sq. ft.)		
Bond	\$0.25	\$0.75
Glossy / Mylar	\$0.75	\$1.25
Vinyl / Adhesive	\$1.50	\$2.00
Mounting (per sq. ft.)	\$2.00	
Binding (per binding)	\$0.25	

Services of authorized specialized sub-consultants or technicians will be invoiced to the City at cost plus 10%.

Reimbursable expenses such as reproduction, printing, fax and long-distance telephone work will be invoiced to the City at cost.

Rates are subject to change during January each year, a minimum of one year after signing of the contract and will be submitted annually thereafter for Owner's review and acceptance.

EXHIBIT "C"

INSURANCE

A. Engineer shall provide the following insurance coverage:

- 1 Workers' Compensation and Employers' Liability Insurance coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308-1.01 et seq. Tex. Rev. Civ. Stat.) or proof of compliance with the State of Texas' Workers Compensation Act (2009) for self-insured employers. The Engineers policy shall apply to the State of Texas and include these endorsements in favor of the City:
  - (a) Waiver of Subrogation, form WC 420304.
  - (b) 30-day Notice of Cancellation, form WC 420601.
  
- 2 Commercial General Liability Insurance with a minimum combined bodily injury and property damage per occurrence limit of \$1,000,000, and \$2,000,000 annual aggregate for coverages A & B. The policy shall contain the following provisions:
  - (a) Blanket contractual liability coverage for liability assumed under this Contract and all contracts relative to this Project.
  - (b) Independent Sub-consultant's coverage.
  - (c) City listed as an additional insured, endorsement CG 2010.
  - (d) 30-day Notice of Cancellation in favor of the City, endorsement CG 0205.
  - (e) Waiver of Transfer Right of Recovery Against Others in favor of the City, endorsement CG 2404.
  
- 3 Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a combined single limit of \$1,000,000 for each accident. The policy shall contain the following endorsements in favor of the City: The policy should name the city as an additional insured with the riders attached as described below.
  - (a) Waiver of Subrogation endorsement TE 2046A.
  - (b) 30-day Notice of Cancellation endorsement TE 0202A.

- 4 Engineers Professional Liability Insurance with a minimum limit of one million (1,000,000) dollars per claim and in aggregate to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed or alleged to have been committed with respect to plans, maps, drawings, analyses, reports, surveys, change orders, designs or specifications prepared or alleged to have been prepared by the insured. The policy shall provide for 30-day notice of cancellation in favor of the City.

## B. GENERAL REQUIREMENTS

- 1 The Engineer must complete and forward the City's standard certificate of insurance to the City before the Contract is executed, as verification of coverage. The Engineer shall not commence services until the required insurance has been obtained and until such insurance has been reviewed by the City's Representative. Approval of insurance by the City shall not relieve or decrease the liability of the Engineer hereunder and shall not be construed to be a limitation of liability on the part of the Engineer.

- 2 Applicable to all insurance policies: If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of this Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The Engineer shall maintain continuous coverage for the duration of this Contract and for not less than twenty-four (24) months following substantial completion of the Project. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to the Project. The Engineer shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

- 3 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the certificate of insurance shall indicate the name of the City Manager at the Lago Vista City Hall.

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

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

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

7 The City reserves the right to review the insurance requirements set forth during the effective period of this Contract and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Engineer.

8 The Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

9 The Engineer shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance.

10 The Engineer shall provide the City thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

11 The insurance coverages required under this Contract are required minimums and are not intended to limit the responsibility or liability of the Engineer.



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

**To:** Mayor & City Council

**Council Meeting:** 21 June 2018

**From:** Joshua W. Ray, City Manager

**Subject:** Discussion and possible action regarding Charter Review Committee recommendations.

**Request:** Business Item

**Legal Document:** Other

**Legal Review:**

**EXECUTIVE SUMMARY:**

The Charter Review Committee completed their review of the City Charter prior to the last City Council meeting. At that meeting, Chairman Frank Robbins submitted the Charter Review Committee's recommendations for updates to the City Charter.

Attached, you will please find a copy of their recommendations, as presented.

As previously stated, staff intends to have Charter Review on this agenda and the next two City Council agenda's to ensure sufficient time for discussion and review before Council makes a recommendation for the ballot.

The intent of this meeting is to discuss the points made by legal and to begin the process of selecting items that will be presented to our Citizens for voting.

The plan is for Council to finalize the Charter Review items by the second meeting in July. However, you can take action on items at any of the Council meetings. For example, if Council chooses to approve an item to move forward to the ballot, then you can take that action now and legal can work to finalize the wording of that particular item.

City attorney will provide her opinion on these recommendations prior to the Council meeting.

**Impact if Approved:**

**Impact if Denied:**

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

**Indicate Funding Source:**

**Suggested Motion/Recommendation/Action**

Motion to   -  -

Motion to   -  -

Motion to   -  -

**Known as:**

Motion to approve a particular item to be placed on the ballot for the Citizens of Lago Vista to vote on.

**Agenda Item Approved by City Manager**

Joshua W. Ray

Digitally signed by Joshua W. Ray  
Date: 2017.11.08 16:22:30 -06'00'

## Charter Review Committee

### Issues and Recommendations

May 29, 2018

Following is a list of charter amendments recommended by the Charter Review Committee. One of the main tools used by the committee was a comparative analysis of seven nearby city charters compared to our charter. In the following paper, example language from others' charters are presented.

The list of recommended amendments is in no particular order or priority.

1. Form of government. Roles of the Mayor, Manager, and City Council. Section 1.02 of the charter provides that the city's form of government be council-manager, which vests legislation and policy making in the council and executive authority in the city manager. However, Section 3.06 says, "The executive power of the city shall be vested in a Mayor...". The mayor may direct the city manager. Section 3.06 provides for specific powers to the mayor quite unusual for the council-manager form.

Of the seven city charters the committee reviewed and used for comparative analysis, Pflugerville, Round Rock, Georgetown, Leander, Cedar Park, Marble Falls, and Burnet, all are council-manager forms and none provide the extraordinary powers to the mayor as our charter or describe the mayor as the chief administrator or chief executive, rather the city manager is the chief executive.

The Lago Vista city charter in section 3.06 vests "executive power" in the mayor; allows the mayor to call special meetings of any board or commission and set the agenda thereof; consult, advise, supervise and direct the city manager; and meet with any department head, which can effectively result in giving direction to any department head. Section 3.23 prohibits council members from acting outside a quorum of the council, but allows the mayor to do this. Section 3.23 explicitly allows the mayor to direct the city manager. This is typical of the mayor-council form of government, but not of the council-manager form.

A Texas Municipal League paper Texas Home Rule Charters says,

"Forms of Home Rule City Government Every home rule city in the state operates under one of two forms of government: mayor-council or council-manager. Among Texas' 351 home rule cities, the vast majority have the council-manager form.

Mayor-Council Government .The mayor-council plan has two variants: strong-mayor and weak-mayor.

Under the strong-mayor system, most key administrative and appointive powers are concentrated in the hands of a full-time mayor who also presides over meetings of the city council. The mayor usually has: (1) the power to appoint and remove department heads and the members of most major boards and commissions; (2) the prerogative to prepare the city budget and, following its adoption by the council, to execute the budget; (3) a high enough salary to enable the officeholder to devote full time to being mayor,



as well as an office budget sufficient to hire an adequate staff; and (4) the power to veto actions by the city council. In a strong-mayor city, council members have no administrative duties. Their role is to enact ordinances, adopt policies governing the operations of the city, and otherwise function as the legislative branch of the city government. Under the weak-mayor system, the powers of the mayor are limited. First, the mayor may be selected by the council rather than being directly elected by the people, which dilutes his or her political influence. Secondly, the mayor's pay usually is minimal and few, if any, funds are provided for staff. Third, department heads often are appointed and removed by majority vote of the city council, which diffuses administrative authority. And finally, few weak mayors have either the authority to veto actions of the council or the exclusive power to develop and execute the budget, since these powers are collectively exercised by the council. Very few home rule cities in Texas use the weak-mayor form of government.

**Council-Manager Plan.** The basic structure of the council-manager form of government is similar to that of a private corporation where the stockholders elect a board of directors which then hires a president to run the company. Under the council-manager plan, the voters elect a city council which, in turn, hires a city manager to administer the city's day-to-day affairs. In a council-manager city, as in any other, the council serves as the legislative body. The council sets policy. It approves the budget and sets the tax rate. It determines the size of the payroll and the extent and cost of municipal services. In short, the council is the final authority on all of the many policy decisions that determine the scope and functions of the city government. Under the council-manager plan, the mayor and council members have no administrative duties. These are vested in the city manager, who is responsible for directing the workforce and programs of the city in accordance with ordinances, rules, and regulations adopted by the council. The typical city manager in Texas is appointed for an indefinite term and is subject to dismissal by the council at any time. He or she is designated, either by charter or ordinance, as the chief executive and administrative officer of the city and is accountable to the council for the proper conduct of all municipal operations. The manager has the unilateral authority to hire, discipline, and fire the department heads. In some cases, however, certain employees, such as the city attorney or municipal judge, are directly hired and/or supervised by the council rather than the manager."

Committee members reported that the current charter provisions about the manager and mayor may have been useful in Lago Vista's inception, but may now be out of date and have in the past and can in the future lead to confusion about who is in charge, what direction to take and from whom, what to do, unnecessary miscommunication, conflict, and tension between staff, the manager, and the Mayor, and above all inefficiency.

However, it was reported to the committee that the current council may be comfortable with the mayor supervising and giving orders to the city manager.

The committee developed several options.

**Option 1.** Several sections of the charter, including Sections 3.01, 3.06, 3.23 and 4.01 should be changed to provide for a more efficient form of government, consistent with the council-manager form.

The city manager would be designated the chief executive. Essentially, there would be a transfer of supervision and direction of the city manager and orders to the city manager from the mayor to the city council as a whole.

Example text from Leander's Charter:

*The city manager shall be the chief executive and administrative officer of the city and shall be responsible to the council for the proper administration of all the affairs and business of the city.*

Disallow the mayor from interfering or influencing or giving orders to city employees. The mayor would act through the city manager as the rest of the council. See the last paragraph in Section 4.01 of the city charter.

Essentially, the 2015 Charter Review Committee recommended this, but the city council disagreed and the recommendation was never put on the ballot.

Section 3.06 Mayor of the city charter is reformatted following in outline format with recommended changes highlighted. Reformatting to an outline may improve understanding and readability.

### **Section 3.06 Mayor.**

- a. ~~The executive power of the City shall be vested in a~~ The Mayor ~~who~~ shall be recognized as the head of the City for legal and ceremonial purposes and by the Governor of the State of Texas for all purposes of military law.
- b. The Mayor shall work closely with the Council to obtain legislation in the public interest and with the City Manager to ensure that the same is enforced, preside at all meetings of the Council and provide the leadership necessary to ensure good government.
- c. He or she may call special meetings of the Council and any board or commission and set the agenda therefore,
- d. and shall participate in discussion and vote on all matters coming before the Council but shall have no power to veto.
- e. The Mayor may meet with and obtain information from the City Manager ~~or any department head,~~
- f. consult with and advise the City Manager with respect to any city business or issue,
- g. ~~direct the City Manager with respect to the performance of any duty or provision of any service,~~ and
- h. require any item or items to be included on or deleted from the agenda for a Council meeting. Agenda items which have been specifically requested by two (2) or more Council Members may not be deleted.
- i. The Mayor shall have signatory authority for all legal contracts and commitments of the City, but may not bind or obligate the City in any way without prior authorization from the City Council.

- j. He or she shall sign all approved ordinances and resolutions, and
- k. may recommend appointees for boards and commissions.
- l. The Mayor, in time of declared emergency, may govern the City by proclamation and direct the City Manager so as to maintain order and enforce all laws. The Mayor shall have such additional powers as are granted to the office by state law, or by ordinance not inconsistent with this charter.

**Option 2.** Allow the mayor to supervise or direct (order) the city manager only as it relates to an action or actions (1) taken by the city council at a council meeting and (2) such direction/allowance is explicitly allowed by a majority of the council.

This may be consistent with current procedure and does not allow mayor direction of the city manager unless so enabled by the city council.

The mayor would not be able to direct other staff.

Possible text using Marble Falls' charter text as modified by the highlighted text that follows:

Interference with Administration:

Except for the purpose of inquiries, or investigations under [Section 3.15](#), the Council or its members (which includes the mayor) shall not direct the **city manager**, city officers or employees who are subject to the direction and supervision of the City Manager, except through the Manager, and neither the Council nor its members shall give orders to any such officer or employee, either publicly or privately, except as otherwise provided ~~in this Charter.~~ **by majority vote of the city council, the mayor may be allowed or required to supervise and direct the city manager.**

Another example from Leander:

*The council shall have powers only as a body meeting with a quorum present and no member shall have power to act individually except where that power may be conferred upon the member in this charter **or by the council...***

Example from Pflugerville:

Section 3.06. Mayor and Mayor Pro-tem. The mayor shall have the following rights and responsibilities: 1. Preside at all meetings of the city council. 2. Sign any ordinance, order, resolution, plat, bond, conveyance, contract, or other document that is authorized or enacted by the city council. 3. Serve as head of the city government for all ceremonial purposes. 4. Serve as the official representative of the city. 5. Perform other duties, consistent with this charter, as may be **imposed by the city council.**

Option 3. Make no change.

2. Individual Council Member Authority. Individual council members acting outside a quorum of the city council.

Section 3.23 says, “The council shall have powers only as a body meeting with a quorum present and no member other than the Mayor shall have power to act individually outside of such meeting”.

The word **act** may be too restrictive, given, for example, how council liaisons may operate.

Some flexibility or rewording may be appropriate. For example Leander’s charter which says:

*The council shall have powers only as a body meeting with a quorum present and no member shall have power to act individually except where that power may be conferred upon the member in this charter or by the council...*

This terminology may also be applicable to powers the council wants to explicitly give to the mayor.

3. City Manager Hiring and Removing City Employees. Section 4.01 (b), Section 4.02 and Section 4.05.

The city manager may fire (Lago Vista is an “at will” city not requiring firing for cause, Sec 4.06) department heads other than those requiring council approval to hire, the police chief city secretary and the person designated to serve as the city manager in his absence.

The committee reviewed this provision and looked at others’ like provisions.

This provision is consistent with the council-manager form.

The city manager expressed an interest in the council exploring enabling him to hire and fire the city secretary and the police chief, without being subject to city council approval.

Recommendation: The committee does not recommend a change to the current Lago Vista Charter provision concerning manager hiring and firing the city secretary or the police chief.

4. Nepotism.

Recommendation: Prohibit relatives to the third degree of consanguinity (blood), or second degree of affinity (by marriage) from being on, appointed to, or running for the city council at the same time. The nepotism section of the charter is in Section 4.06.

5. Board of Adjustment (BOA). See Section 7.04.

Recommendation: Issues associated with variances from and appeals concerning the building code should be heard by the Building Committee, not the Board of Adjustment,

which hears variances and appeals from the zoning ordinance. This Section could be eliminated and dealt with enabling ordinances rather than in the charter.

The Lago Vista Board of Adjustment has discussed this and recommends this.

#### 6. Annexation. Section 1.04.

New state law may have preempted what the charter says about how to annex.

Request a city attorney opinion or adopt a provision that simply says annexation and deannexation will be accomplished in accordance with the constitution and statutes of the State of Texas.

#### 7. Elections:

- a. Disallow city council and mayor candidates from withdrawing and refiling in the same election.
- b. Prohibit city council and mayor candidates from changing the positions they originally filed for in the same election.
- c. Require council and mayor candidates to forfeit their position on the council prior to filing for another position on the council.

Example language from Cedar Park:

*(d) An incumbent seeking re-election must file for the same position number presently held.*

*(e) No candidate may file for more than one office or position number per election.*

*(f) No employee of the City shall continue in such position after filing for an elective office of the City.*

*(g) An elected official filing for any office other than the office presently held, shall resign from such presently held office at least forty-five (45) days prior to the election.*

Example language from Leander's charter:

(b) No candidate may file for more than one (1) office or place in an election, or elections, held on the same date.

(c) No candidate may withdraw from an election and file for another office or place at the same election.

#### 8. Charter Review Committee Review for Charter Compliance. Section 11.14.

Committee Recommendation: Delete the provision that calls for the Charter Review Committee to "inquire into the operations of the City government as related to the Charter

...”, which has been called an audit to determine compliance with the charter, and report about such and use Section 3.21 of the Lago Vista Charter with (as an example) an additional phrase shown highlighted as follows:

**Section 3.21 Investigative Body.** The Council shall have the power to inquire into the conduct of any City office, department or agency, or employee of the City appointed or confirmed by the Council, and make investigations as to municipal affairs **and compliance with the City Charter**. For those purposes the Council may subpoena witnesses, administer oaths and compel the production of books, papers and other evidence material to a specific inquiry. The Council shall establish by ordinance the procedures applicable to the investigations authorized herein, and shall set penalties for failure to comply therewith.

Alternative. Clarify Charter Review Committee's reasoning for inquiring into city operations so as to determine needed changes. Example text from Cedar Park:

*Inquire into the operations of the City government and review this Charter to determine whether the Charter needs revision. Public hearings may be held and the Committee shall have the power to compel the attendance of City officers or employees and to require the submission of the City records necessary to the inquiry and review.*

9. Add a Table of Contents to the Charter.

10. Auditor and city attorney. 1) Require an annual review of the auditor and city attorney.

2) Require a request for proposals for the auditor and city attorney at least every five years.

3) Require a new auditor at least every five years.

Example text from Cedar Park Charter:

*“.....in any event shall not perform the audit for more than five (5) consecutive years. A summary of the results of the completed audit shall be on file in the City Secretary's office as a public record.”*

11. Enable the city to use eminent domain on property owned by a property owners association. See the last sentence in Section 2.03.

12. Change the mayor's term from two to three years.

13. Buy, Sell, Lease Property and Utilities. Section 2.01 and Section 10.11.

Article X Franchise and Public Utilities states:

**Section 10.01 Public Services and Utilities.** The City shall have the full power and authority to:

a) Buy, own, construct, lease, maintain and operate within and without the limits of the City

a system or systems of gas, electricity, telephone, sewage, sanitation, water, parks, airports, swimming pools, race tracks, transportation, communications, golf courses, cemeteries, cable television, or any other public service or utility;

The highlighted are not utilities. Section 2.01 of the city charter states the powers to buy, sell, lease property.

Recommendations: 1) Delete the highlighted words or replace all of Section 10.01 with the example from Round Rock's and Georgetown's charters.

In addition to the City's power to buy, construct, lease, maintain, operate and regulate public utilities and to manufacture, distribute and sell the output of such utility operations, the City shall have such further powers as may now or hereafter be granted under the constitution and laws of the state of Texas.

2) Clarify the Charter by moving Section 10.11, which states:

Section 10.11 Election Required. No City owned electric utility, gas, water, sewer, cable television, or telecommunications system, park, swimming pool, or other utility shall ever be sold or leased without authorization by a majority vote of the qualified voters of the City voting at an election held for such purpose.

to paragraph 2.01 f) which states:

(The city has the power to) f) Sell, lease, mortgage and control such property as its interests may require;

14. Removal of Council Members for Absences. Section 3.08 d)

Recommendation: Amend paragraph 3.08 d) as follows highlighted.

Failure to attend three consecutive regularly scheduled Council meetings without being excused by the Council. (Add) Unless the council excuses a council member's absence, the absence shall be recorded as unexcused.





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

**To:** Mayor & City Council

**Council Meeting:** 21 June 2018

**From:** Joshua W. Ray, City Manager

**Subject:** Consideration of Resolution No. 18-1761; Utility Acceptance Ratification Resolution

**Request:** Consent Agenda

**Legal Document:** Resolution

**Legal Review:**

**EXECUTIVE SUMMARY:**

City staff is recommending ratification of the acceptance of the following utilities, as constructed and dedicated by Marshall's Harbor, Ltd.:

8-inch off-site wastewater utility transmission main on the portion of the wastewater line from the intersection of Lohman Ford Road and Boggy Ford Road (Station No. 9610) to the point of connection with the City's existing 6-inch wastewater transmission main at Outpost Trace and Cedar Glen (Station No. 1+00). as described in the letter of dedication dated February 27, 2003 from Steven Morse, President, Marshall's Point Management, Inc., General Partner to Marshall's Harbor, Ltd.

16-inch off-site water transmission main on the portion of the water line from the intersection of Lohman Ford Road and Boggy Ford Road to a point of connection with the City's water system on Boggy Ford Road approximately 600 feet east of the intersection of Allegiance Ave. and Boggy Ford Road as described in the letter of dedication dated July 17, 2003 from Steven Morse, President, Marshall's Point Management, Inc., General Partner to Marshall's Harbor, Ltd.

Staff has attached two letters from Steven B. Morse, President of Marshall's Point Management, Inc. (General Partner to Marshall's Harbor, Ltd.) stating the dedication of these utilities.

The resolution includes language to accept all of the utilities defined herein.

**Impact if Approved:**

City Council will ratify the acceptance of these utilities by Marshall's Harbor Ltd. as previously accepted by City staff.

**Impact if Denied:**

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

**Indicate Funding Source:**

**Suggested Motion/Recommendation/Action**

Motion to	<input type="text" value="Approve Resolution"/>	<input type="text" value="N/A"/>	-	<input type="text" value="N/A"/>	-	<input type="text" value="N/A"/>
Motion to	<input type="text" value="Deny Resolution"/>	<input type="text" value="N/A"/>	-	<input type="text" value="N/A"/>	-	<input type="text" value="N/A"/>
Motion to	<input type="text" value="Table Resolution"/>	<input type="text" value="N/A"/>	-	<input type="text" value="N/A"/>	-	<input type="text" value="N/A"/>

**Known as:**

Resolution ratifying utility acceptance

**Agenda Item Approved by City Manager**

Joshua W. Ray

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Date: 2017.11.08 16:22:30 -06'00'

**CITY OF LAGO VISTA, TEXAS**

**RESOLUTION 18-1761**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS ACCEPTING AN 8-INCH OFF-SITE WASTEWATER UTILITY TRANSMISSION MAIN ON THE PORTION OF THE WASTEWATER LINE FROM THE INTERSECTION OF LOHMAN FORD ROAD AND BOGGY FORD ROAD (STATION NO. 9610) TO THE POINT OF CONNECTION WITH THE CITY'S EXISTING 6-INCH WASTEWATER TRANSMISSION MAIN AT OUTPOST TRACE AND CEDAR GLEN (STATION NO. 1+00) AND A 16-INCH OFF-SITE WATER TRANSMISSION MAIN ON THE PORTION OF THE WATER LINE FROM THE INTERSECTION OF LOHMAN FORD ROAD AND BOGGY FORD ROAD TO A POINT OF CONNECTION WITH THE CITY'S WATER SYSTEM ON BOGGY FORD ROAD APPROXIMATELY 600 FEET EAST OF THE INTERSECTION OF ALLEGIANCE AVENUE AND BOGGY FORD ROAD**

**WHEREAS**, on February 27, 2003, the City of Lago Vista received a letter from Steven Morse, President, Marshall's Point Management, Inc., General Partner to Marshall's Harbor, Ltd, dedicating the 8-inch off-site wastewater utility transmission main on the portion of the wastewater line from the intersection of Lohman Ford Road and Boggy Ford Road (Station No. 9610) to the point of connection with the City's existing 6-inch wastewater transmission main at Outpost Trace and Cedar Glen (Station No. 1+00); and

**WHEREAS**, on July 17, 2003, the City of Lago Vista received a letter from Steven Morse, President, Marshall's Point Management, Inc., General Partner to Marshall's Harbor, Ltd, dedicating the 16-inch off-site water transmission main on the portion of the water line from the intersection of Lohman Ford Road and Boggy Ford Road to a point of connection with the City's water system on Boggy Ford Road approximately 600 feet east of the intersection of Allegiance Ave. and Boggy Ford Road; and

**WHEREAS**, the City may or may not have accepted these dedications by formal Resolution of this City Council, but is unable to locate a record of such a Resolution; and

**WHEREAS**, the City has put such transmission mains into use and desires to have the formal acceptance of same on record.

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

The City Council of the City of Lago Vista hereby ratifies any and all actions taken by it to accept and does accept the dedication of the 8-inch off-site wastewater utility transmission main on the portion of the wastewater line from the intersection of Lohman Ford Road and Boggy

Ford Road (Station No. 9610) to the point of connection with the City's existing 6-inch wastewater transmission main at Outpost Trace and Cedar Glen (Station No. 1+00), as described in the letter of dedication dated February 27, 2003 from Steven Morse, President, Marshall's Point Management, Inc., General Partner to Marshall's Harbor, Ltd.

**BE IT FURTHER RESOLVED**, that the City Council of the City of Lago Vista hereby ratifies any and all actions taken by it to accept and does accept the dedication of the 16-inch off-site water transmission main on the portion of the water line from the intersection of Lohman Ford Road and Boggy Ford Road to a point of connection with the City's water system on Boggy Ford Road approximately 600 feet east of the intersection of Allegiance Ave. and Boggy Ford Road as described in the letter of dedication dated July 17, 2003 from Steven Morse, President, Marshall's Point Management, Inc., General Partner to Marshall's Harbor, Ltd.

**BE IT FURTHER RESOLVED** to authorize the Mayor to sign any and all documents necessary or convenient to accomplish this resolution, and the City Manager to effectuate any additional requisite actions to accomplish this resolution.

**AND, IT IS SO RESOLVED.**

**PASSED AND APPROVED** this 21st day of June, 2018.

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

ATTEST:

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

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

MH Dev. File

**MARSHALL'S HARBOR, LTD.**

**11211 TAYLOR DRAPER LANE, SUITE 101**

**AUSTIN, TEXAS 78759**

**(512) 346-1007**

February 27, 2003

**VIA FACSIMILE: 267-7070**

Mr. Bob Miller  
City Manager  
City of Lago Vista, Texas  
P.O. Box 4727  
Lago Vista, Texas 78645

Re: Dedicated Portion of Marshall's Harbor Off-Site Sewer Line

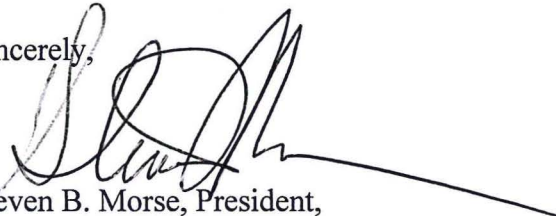
Dear Mr. Miller:

Marshall's Harbor, Ltd., as owner of the 8-inch off-site wastewater utility transmission main has constructed, inspected and obtained conditional approval from the Project Manager, Faris Abboushi at Loomis Austin on that portion of the wastewater line from the intersection of Lohman Ford Road and Boggy Ford Road (Station No. 9610) to the point of connection with the City's existing 6-inch wastewater transmission main at Outpost Trace and Cedar Glen (Station No. 1+00). The line segment has been completed in accordance with the approved City of Lago Vista construction plans.

It is our understanding that the consulting engineer representing the City has also concurred in the Owner's representation of the satisfactory completion of this line.

Accordingly, Owner Marshall's Harbor, Ltd. dedicates the aforescribed line from Station No. 9610 to Station No. 1+00 to the City of Lago Vista.

Sincerely,



Steven B. Morse, President,  
Marshall's Point Management, Inc.,  
General Partner to Marshall's Harbor, Ltd.

SSM:lm

cc: Buckner Hightower

TERRENCE L. IRION  
ATTORNEY AT LAW  
3660 Stone Ridge Road, Ste. B-102  
Austin, Texas 78746

(512) 347-9977

Fax (512) 347-7085

**FAX COVER SHEET**

NO. OF PAGES TO FOLLOW 1

TO: NAME: Bob Miller  
City Manager, City of Lago Vista  
FAX #: 267-7070

FROM: Terrence L. Irion, Attorney  
SUBJECT: Dedication of Portion of Marshall's Harbor Off-Site Water Line  
DATE: July 17, 2003

-----  
Message:

**SEE ATTACHED SIGNED LETTER.**

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED AND CONFIDENTIAL OR THAT CONSTITUTES WORK PRODUCT AND IS EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW.

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Original will NOT follow:

Original will follow by:  First Class Mail  Federal Express  Hand Delivery  Cert Mail/RRR

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**MARSHALL'S HARBOR, LTD.**  
11211 TAYLOR DRAPER LANE, SUITE 101  
AUSTIN, TEXAS 78759  
(512) 346-1007

July 17, 2003

VIA FACSIMILE: 267-7070

Mr. Bob Miller  
City Manager  
City of Lago Vista  
P.O. Box 4727  
Lago Vista, Texas 78645

Re: Dedication of Portion of Marshall's Harbor Off-Site Water Line

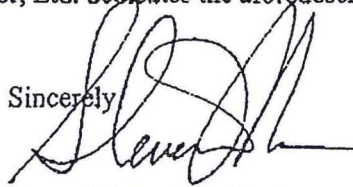
Dear Mr. Miller:

Marshall's Harbor, Ltd., as owner of the 16-inch off-site water transmission main has constructed, inspected, and obtained conditional approval from the Project Engineer, Faris Abboushi at Loomis Austin on that portion of the water line from the intersection of Lohman Ford Road and Boggy Ford Road to a point of connection with the City's water system on Boggy Ford Road approximately 600-feet east of the intersection of Allegiance Ave. and Boggy Ford Road (the "Water Transmission Main"). The line segment has been completed in accordance with the approved City of Lago Vista construction plans.

It is our understanding that the consulting engineer representing the City has also concurred in the Owner's representation of the satisfactory completion of this line.

Accordingly, Owner Marshall' Harbor, Ltd. dedicates the aforescribed line to the City of Lago Vista.

Sincerely



Steven Morse, President  
Marshall's Point Management, Inc.  
General Partner to Marshall's Harbor, Ltd.

SM:lm

cc: Buckner Hightower





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

**To:** Mayor & City Council

**Council Meeting:** 21 June 2018

**From:** Joshua W. Ray, City Manager

**Subject:** City Manager's Reports

**Request:** Other

**Legal Document:** Other

**Legal Review:**

**EXECUTIVE SUMMARY:**

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

This section will be available for the City Manager to distribute any information requested by Council under a reports section.

**Impact if Approved:**

No action required.

**Impact if Denied:**

No action required.

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

**Indicate Funding Source:**

**Suggested Motion/Recommendation/Action**

Motion to   -  -

Motion to   -  -

Motion to   -  -

**Known as:**

No action required.

**Agenda Item Approved by City Manager**

Joshua W. Ray

 Digitally signed by Joshua W. Ray  
Date: 2017.11.08 16:22:30 -06'00'



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

**To:** Mayor & City Council

**Council Meeting:** 21 June 2018

**From:** Joshua W. Ray, City Manager

**Subject:** Lago Vista Golf Course Fee Schedule Ordinance Discussion

**Request:** Business Item

**Legal Document:** Other

**Legal Review:**

**EXECUTIVE SUMMARY:**

The Lago Vista Golf Course is requesting a change to the fee schedule for the course. The proposed fee schedule will change the membership levels and provide an additional array of options for individuals to receive services at the course.

This item has been presented to the Golf Course Advisory Board by the Golf Course Director and has been discussed with them. However, the item has not received official action by the advisory board.

The proposed fee schedule separates the golf membership from the cart/trail fee.

We have created new options in an attempt to increase the overall membership to the Golf Course.

This fee schedule is included in Appendix A under Article 10.000 Parks and Recreation Fees, Section 10.200 Golf Course Fees.

There are two attachments included in this agenda item. The first attachment is the proposed ordinance to be considered by Council. The second attachment is the proposed Appendix A, Fee Schedule.

We will schedule a public hearing for this item for the next Council meeting.

This is the first hearing of this item and is presented as discussion only.

**Impact if Approved:**

The Lago Vista Golf Course will have a new fee schedule to operate with.

**Impact if Denied:**

The Lago Vista Golf Course will continue to operate with the current fee schedule.

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

**Indicate Funding Source:**

**Suggested Motion/Recommendation/Action**

Motion to   -  -

Motion to   -  -

Motion to   -  -

**Known as:**

Lago Vista Golf Course Fee Schedule Ordinance

**Agenda Item Approved by City Manager**

Joshua W. Ray

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Date: 2017.11.08 16:22:30 -06'00'

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, AMENDING APPENDIX A, FEE SCHEDULE, ARTICLE 10.000, PARKS AND RECREATION FEES TO MODIFY 10.200, GOLF COURSE FEES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND, PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Lago Vista, Texas is a Home Rule City; and

**WHEREAS**, the City Council of the City of Lago Vista finds that from time to time it is necessary to review and/or amend its fee schedule for permits and rates; and

**WHEREAS**, the City Council desires to amend the fees in Appendix A, Fee Schedule, as set out in the attached Exhibit A.

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

SECTION 1. All the above premises are hereby found to be true and correct legislative findings of the City and are hereby approved and incorporated herein into the body of this Ordinance as if copied in their entirety.

SECTION 2. The City Council of the City of Lago Vista, Texas, does hereby amend Appendix A, Schedule, as set out in Exhibit A, attached hereto and incorporated herein for all purposes.

SECTION 3. SAVINGS CLAUSE. All ordinances, orders or resolutions heretofore passed and adopted by the City Council of the City of Lago Vista, Texas, are hereby repealed to the extent said ordinances, orders or resolutions or parts thereof are in conflict herewith.

SECTION 4. SEVERABILITY CLAUSE. If any section, subsection, article, paragraph, sentence, clause, phrase or word in this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and publication in accordance with the provisions of the Texas Local Government Code.

SECTION 6. OPEN MEETINGS. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA,  
TEXAS, THIS THE 21ST DAY OF JUNE, 2018.

CITY OF LAGO VISTA

Ed Tidwell, Mayor

ATTEST:

Sandra Barton, City Secretary

**APPENDIX A**  
**FEE SCHEDULE**

ARTICLE 10.000 PARKS AND RECREATION FEES

**Sec. 10.200 Golf Course Fees**

(a) Membership plans:

(1) Annual Fees

- (A) Single: \$900.00
- (B) Family: \$1,500.00
- (C) City Employee: \$450.00
- (D) City Family: \$750.00
- (E) Junior: \$199.00
- (F) Includes unlimited range balls

(2) Monthly Fees

- (A) Single: \$99.00
- (B) Family: \$149.00
- (C) Includes unlimited range balls

(3) Junior Fees

- (A) Summer: \$79.00 (no cart)
  - (1) Junior ages 12-17
  - (2) Memorial Day -Labor Day

(4) Range Fees

- (A) Annual: \$500.00
- (B) Monthly: \$49.00



- (5) Trail Fee
  - (A) Annual: \$750.00
  - (B) Annual Family: \$1,000.00
  - (C) Single Monthly: \$69.00
  - (D) Family Monthly: \$89.99

- (6) Cart Fee
  - (A) Annual: \$1,200.00
  - (B) Annual Family: \$1,600.00
  - (C) Single Monthly: \$109.99
  - (D) Family Monthly: \$139.99

- (7) Snow Bird Fee
  - (A) Single Monthly: \$275.00
  - (B) Family Monthly: \$375.00
  - (C) Fee includes cart
  - (D) Includes unlimited range balls

(b) Golf gift cards: To be determined by golf course manager with approval of city manager.

(c) Daily rates:

- (1) Weekday (Monday-Thursday): Regular- 18 holes pp (includes city cart): \$35.00. 4-some special \$105.00.
- (2) Weekend (Friday – Sunday): Regular -18 holes pp (includes city cart): \$40.00  
4- some special \$120.00.
- (3) Senior (age 60+) weekday: Regular -18 holes pp (includes city cart): \$30.00
- (4) Senior (age 60+) weekend: Regular - 18 holes pp (includes city cart): \$35.00
- (5) Kids (up to age 17) : Free after 3 p.m.
- (6) Twilight weekday (after 2:00 p.m.): \$25.00/pp or \$40.00 for two people

(7) Twilight weekend (after 2:00 p.m.): \$30.00/pp or \$50.00 for two people

(8) Super Twilight - 7 days/week (after 4:00 p.m.): \$20.00/pp

(a, b and c amended Ordinance 17-09-21-04 adopted 09/21/17)

(d) Rider fees: To be determined by golf course manager with approval of city manager.

(f) Special events: To be determined by golf course manager with approval of city manager.

(g) Snack bar (food and beverage): To be determined by golf course manager with approval of city manager.

(h) Pro shop merchandise: To be determined by golf course manager with approval of city manager.

(Ordinance 0-04-14 adopted 3/20/14)

**MEETING DATE: June 21, 2018**

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

**Comments:**

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

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

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

\_\_\_\_\_

**Vote: Williams \_\_\_\_\_; Sullivan \_\_\_\_\_; Davila \_\_\_\_\_; R. Smith \_\_\_\_\_;**

**Tidwell \_\_\_\_\_; Weatherly \_\_\_\_\_; Bland \_\_\_\_\_**

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

**MEETING DATE: June 21, 2018**

**AGENDA ITEM: EXECUTIVE SESSION**

**Comments:**

- A. Pending or threatened litigation pertaining to Cause No. D-1-GN-16-002483, *Villa Montechino L.P. v. City of Lago Vista*, Travis County 200th District Court.
  
- B. Consultation with Legal Counsel concerning possible real estate acquisition, management or divestiture and attendant matters thereto.
  
- C. Consultation with Legal Counsel concerning Airport property.
  
- D. Consultation with legal counsel regarding contractual claims or possible claims or charges, contractual modifications, and questions related thereto.
  
- E. Discuss Council Liaison Appointments to Committees.

**MEETING DATE: June 21, 2018**

**AGENDA ITEM: RECONVENE FROM EXECUTIVE SESSION**

**Comments:**

- A. Pending or threatened litigation pertaining to Cause No. D-1-GN-16-002483, *Villa Montechino L.P. v. City of Lago Vista*, Travis County 200th District Court.
  
- B. Consultation with Legal Counsel concerning possible real estate acquisition, management or divestiture and attendant matters thereto.
  
- C. Consultation with Legal Counsel concerning Airport property.
  
- D. Consultation with legal counsel regarding contractual claims or possible claims or charges, contractual modifications, and questions related thereto.
  
- E. Discuss Council Liaison Appointments to Committees.